City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, September 14, 2021

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 21-588 Approve the Agenda for the Regular meeting of September 14, 2021, as presented or with amendments.

Attachments: 09-14-2021 Short Agenda ADA.pdf

MINUTES:

II.2(a) 21-589 Approve the Minutes of the Regular meeting of August 10, 2021, as written or with amendments.

Attachments: 08-10-2021 Minutes ADA.pdf

II.2(b) 21-590 Approve the Minutes of the District 3 Town Hall meeting of August 17, 2021, as written or with amendments.

Attachments: 08-17-2021 Town Hall Minutes.pdf

II.2(c) 21-605 Approve the Minutes of the Regular meeting of August 24, 2021, as written or with amendments.

Attachments: 08-24-2021 Minutes ADA.pdf
EXHIBIT A-Community Garden presentation.pdf
EXHIBIT B- City of Cocoa Parks & Recreation Capital Improvements Presentati
EXHIBIT C-Final Art Selections for Cocoa Village Playhouse (1).pdf
EXHIBIT D-Statement from Dr. Hawkins-Smith.pdf

III. AWARDS AND PRESENTATIONS:

III.1 21-600 Legislative update at the State level by Representative Tyler Sirois. (Representative Sirois)

Attachments: RE Representative Sirois Speaking at City Council Meeting - September 14 202

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 21-422 To Approve the Fifth Amendment to the License Agreement with T-Mobile South, LLC, Successor in Interest to APT Tampa/Orlando, Inc...

Attachments:
A2C0020A - Partially executed Amendment #5.pdf
T-Mobile South, LLC Original Lease.pdf
T-Mobile South, LLC Amendment #1.pdf
T-Mobile South, LLC Amendment #2.pdf
T-Mobile South, LLC Amendment #3.pdf
T-Mobile South, LLC Amendment #4.pdf

V.2 21-523 Award Bid Number B-21-22-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve Cross Connection Control Technical Field Services Provided by Ace Flow Control up to the FY 2022 Budgeted Amount of $680,000, Pending Approval of the FY 2022 Budget. (Utilities Director)

Attachments:
Ace Flow Control E-Verify.pdf
Notification of Intent to Award.pdf
Ace Flow Control SLA (B-21-22-COC).pdf
Bid Summary B-21-22-COC Cross Connection Control (CCC) Program Services
Master Bid Tabulation Sheet B-21-22-COC Cross Connection Control (CCC) Pr
Ace Flow Control COI Exp 6-11-22.pdf

V.3 21-538 To Approve Task Order 2022-20 with Jacobs Engineering Group (Jacobs) for Program Management Services, Project No. WS1221, and Task Order 2022-19 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; Pending Approval of the FY2022 Budget ..End

Attachments:
- TO-JACOBS 2022-20 $597069.00 - UT-ENGIN-Signed.pdf
- TO 2022-20 FY22 OR Program Management Scope.pdf
- TO-JACOBS 2022-19 $249,280.00 - UT-ENGIN - SIGNED.pdf
- TO 2022-19 FY22 Cocoa Program Plan Review, Per Assist, Utility Support.pdf
- 02_05_2020 Agreement for Continuing Engineering Services for Water System.
- Jacobs COI - Exp 7-1-22.pdf

V.4 21-554 Approve the FY2022 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 FY2022 Budget. (Utilities Director)

Attachments:
- Joint Funding Agreement.pdf

V.5 21-555 Approve Task Order 2022-18 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program, Project No. WS13BC; Pending Approval of the FY 2022 Budget. (Utilities Director)

Attachments:
- JACOBS TASK ORDER 2022-18.pdf
- Jacobs Proposal TO 2022-18 WFO and CCC Support.pdf
- RFQ-20-03-COC AGREEMENT.pdf
- TRACK SHEET.pdf
- Jacobs COI Exp 7-1-22.pdf

V.6 21-567 Approve a Change Order to Purchase Order Number 77665 in the amount of $54,182 to Southern Sewer Equipment and Sales Inc. for the Stormwater Vac-Con cab and chassis replacement and vehicle repairs. (Public Works Director)

Attachments:
- 77665.pdf
- QUOTE# 167980.pdf
- QUOTE# 167981.pdf

V.7 21-579 Council acceptance of State of Florida Historic Preservation Small Matching Grant Award # 22.h.sm.300.024 in the amount of $50,000 ($25,000 grant/$25,000 match) for the purposes of designing educational displays related to the history of the Leon and Jewel Collins Museum of African American History and Culture. Approve a Resolution Amending the Fiscal Year 2021 Budget, BAF# 21-113-A in the amount of $25,000 for the grant award. Authorize the City Manager to sign the Grant Award Agreement. (Interim Community Services Director)

Attachments: GAA 22hsm300-024.pdf
Budget Resolution FY 2021- ADA Compliant.docx
BAF 21-113-A-CS-Historic Preservation Grant(9-14-21) Agenda 21-579.pdf

V.8 21-591 Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2021 through September 30, 2022 with an estimated premium of $1,107,258 pending approval of the FY2022 budget. (Administrative Services Director)

Attachments: 0105 City of Cocoa CRM_21.22 Mini Renewal.pdf

V.9 21-594 Approve the 1st Amendment CentralSquare Solutions Agreement to execute the Optional Term 2 of the previously approved CentralSquare Solutions Agreement to provide NaviLine Public Administration applications, Pending the Approval of the FY22 Budget. (Chief Information Officer)

Attachments: Amendment 1 Superion LLC Signed.pdf

V.10 21-596 Approve Addendum #1 to the Master Agreement For Water Meter and Meter Reading Equipment Purchases with Sunstate Meter & Supply, Inc., Approve the Exemption to Competitive Bid Form and authorize the City Manager to approve a Blanket Purchase Order for Sunstate Meter and Supply Inc. up to $1,500,000 and Request Council approval of a Resolution to Waive Competitive Bid with Sunstate Meter and Supply Inc for the purchase of Neptune water meters and other ancillary hardware required to support meter operations for FY22. (Finance Director)

Attachments: Sunstate Master Contract 2020.pdf
ECP_Sunstate_$1225000_WFO.pdf
Sunstate Sole Source Resolution.pdf
Sunstate-Neptune Sole Source Letter.pdf
Sunstate Cover Letter - Neptune Pricing 5-28-20.pdf
Sunstate Meter-Neptune Product Price List 5-28-20.pdf
Addendum # 1 - Sunstate Meter Supply.pdf

V.11 21-597 Approve a Resolution Amending the Fiscal Year 2021 Budget, BAF # 21-112-A, for CDBG-CV3 allocation of $133,363.

Attachments: City Clerk's Journal, Page 4.pdf
Resolution 2021-084.docx
BAF 21-112-A-CD-CDBG-CV3 (9-14-21) Agenda 21-597.pdf

V.12 21-602 Approve and authorize the annual renewal payment of the Support Agreement with Tyler Technologies, Inc for the Aegis Public Safety software suite, pending FY2022 budget approval. (Chief Technology Officer)

Attachments: Cocoa FL 2021-2022 Maintenance Invoice.pdf
05_27_2020 Support Agreement.pdf

V.13 21-608 Requesting settlement authority for the tentative settlement agreement between City of Cocoa employee Gary Parker and the City of Cocoa authorizing the payment of the Workers' Compensation settlement. (Administrative Services Director)

V.14 21-612 Authorize the City Manager to execute the Telecommunications Tower Colocation Consent and Lease Agreement between New Cingular Wireless PCS, LLC (AT&T) and the City of Cocoa. The Revenue will be recognized after the adoption of the FY22 Budget. (Chief Technology Officer)

Attachments: 14386094_Cocoa Commons_ NSB CD REV 1_06-30-21 ES&S.pdf
Memorandum of Lease - Partially Executed.pdf
ATT Colocation Consent and Lease Agreement - Partially Executed.pdf

MULTI-YEAR CONTRACTS:

V.15 21-595 Approval of Multi-Year Piggyback Agreement with Milestone Professional Services, Inc. for Accounting Services for Annual Financial Report (AFR) Preparation. (Finance Director)

Attachments: PARTIALLY EXECUTED Standard Form for Piggyback Contract No RFP 0221-
Casselberry RFP-2021-0707 Milestone Professional Services Inc. Executed Agr
Casselberry RFP-2021-0707 Accounting Services 4.21.21.pdf
E-Verify MOU 2020.pdf
RFP-2021-0707 Milestone Professional Services Inc. Executed Agreement 7.26
SIGNED E-verify aff.pdf

VI. PUBLIC HEARINGS:

VI.1 21-566 Ordinance No. 10-2021/2nd and Final Reading: Approving the proposed solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract. (Public Works Director)

Attachments: Ordinance 10-2021 - Establishing Solid Waste Contract and Rates.docx
Ordinance - Exhibit B - Customer Rates with Admin Fees.pdf
Service Area Map (Res Garbage Only).pdf

VI.2 21-571 Approve Final Fire Assessment Resolution 2021-082 and the Non-Ad Valorem Assessment Roll for Fire Protection Assessment Fiscal Year 2022. (Finance Director)

Attachments: 2021-082 Final Fire Resolution .docx
Affidavit of Mailing Fire Assessment.pdf
Fire Assessment Ad Proof.pdf
CERTIFICATE to non-ad valorem assessment roll (9-14-21) Mayor.docx

VI.3 21-572 Accept Stantec's FY 2021 Stormwater Rate Study Update and Approve the Final Stormwater Assessment Resolution # 2021-083, and the Non-Ad Valorem Assessment for Stormwater Utility Services, Fiscal Year 2022. (Finance Director)

Attachments: 2021-083 Final Stormwater Assessment Resolution.docx
Affidavit of Mailing Stormwater Assessment.pdf
Stormwater Ad Proof.pdf
CERTIFICATE to non-ad valorem assessment roll.docx
fy21_cocoa_stmwtr_final_report_20210908.pdf

VI.4 21-573 Conduct a Public Hearing on the tentative millage rate and tentative budget and:
(a) Adopt Resolution No. 2021-080 adopting a tentative millage rate of 6.4532 mills, for the City of Cocoa, commencing on October 1, 2021 and ending on September 30, 2022.
(b) Adopt Resolution No. 2021-081 adopting the FY2022 tentative budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2021 and ending on September 30, 2022. (Finance Director)

Attachments: Resolution Tentative Millage Rate 2021-080.doc
Resolution Tentative Budget 2021-081.doc
Budget Preparation Worksheet 9-9-21.pdf

VII. COUNCIL BUSINESS:

VII.1 21-587 Approve the extension of the expiration date of Resolution 2021-013 from September 30, 2021 to December 31, 2021, to continue to allow expanded outdoor dining options due to the Covid 19 pandemic. (Interim Community Services Director)

Attachments: Resolution 2021-013.docx

VII.2 21-598 Consider the reappointment of Ms. Sherry Woodhouse as a member of the General Pension Board through September 30, 2024. (Administrative Services Director)

Attachments: Intent to Reapply.pdf

General Pension Roster.pdf

VIII. CITY BUSINESS:

VIII.1 21-526 Accept Stantec's FY 2021 Water/Sewer Revenue Utility Revenue Sufficiency Analysis - Final Report and Approve a Resolution Amending the Utility Handbook's Policies and Procedures. (Finance Director)

Attachments: Stantex - cocoa_fy21_final_report_20210908.pdf

Resolution 2021- XXX Utility Handbook.docx

Exhibit A 1000.4 - City of Cocoa Utilities Handbook ADA DRAFT.pdf

1001A.FY21.1 - Schedule A - Utility Rates, Fees, & Charges.pdf

1001A.FY22.0 - Schedule A - Utility Rates Fees Charges.pdf

1001A.FY23.0 - Schedule A - Utility Rates, Fees, & Charges - Copy.docx

1001A.FY24.0 - Schedule A - Utility Rates, Fees, & Charges - Copy.docx

1001A.FY25.0 - Schedule A - Utility Rates, Fees, & Charges - Copy.docx

1001B.FY21.1 - Schedule B - Miscellaneous Rates, Fees, & Charges.pdf

1001B.FY22.0 - Schedule B - Miscellaneous Rates Fees Charges.docx

1001B.FY23.0 - Schedule B - Miscellaneous Rates, Fees, & Charges.docx

1001B.FY24.0 - Schedule B - Miscellaneous Rates, Fees, & Charges.docx

1001B.FY25.0 - Schedule B - Miscellaneous Rates, Fees, & Charges.docx

VIII.2 21-607 Approval of Ordinance 13-2021 on first reading regarding updates to the Special Events Ordinance. (Assistant to the CM/PIO)

Attachments: Ordinance ___-2021 Special events code changes DRAFT 9-3-21 (002)

VIII.3 21-616 Approve the three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (CFPBA) for the contract term of October 1, 2021 through September 30, 2024. (Administrative Services Director)

Indexes: PBA; Labor; labor union

Attachments: PBA Contract 2021-2024 FINAL (9-8-21).pdf

VIII.4 21-619 Approve the three-year contract between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2021 through September 30, 2024, contingent on the IAFF ratification vote results. (Administrative Services Director)

Indexes: Fire; labor union; IAFF

Attachments: FINAL Clean Version IAFF Contract Oct 1 21 to Sept 30 24 (9-9-21).pdf

VIII.5 Approve the three-year contract between the City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 630 Union for the contract term October 1, 2021 to September 30, 2024, contingent on LIUNA having a passing ratification vote. (Administrative Services Director)

IX. INFORMATIONAL AGENDA:

IX.1 21-617 Proposed Backyard Chicken Ordinance to be presented at a later meeting for adoption by Council. (Interim Community Services Director)

Attachments: BACKYARD CHICKEN (Appl & Ord) 4-4-2017.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

Legislation Details (With Text)

File #:	21-588	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	8/26/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of September 14, 2021, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-14-2021 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 26, 2021
Agenda Date: September 14, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of September 14, 2021, 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 14, 2021, as presented or with amendments.

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Agenda[1]
City of Cocoa
Regular Meeting of The City Council

Date: September 14, 2021
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 14, 2021. (21-588)

2. Minutes:
(a) Regular Meeting of August 10, 2021 (21-589)
(b) District 3 Town Hall Meeting on August 17, 2021 (21-590)
(c) Regular Meeting of August 24, 2021 (21-605)

III. Awards and Presentations:

1. Legislative update at the state level by Representative Tyler Sirois. (21-600). (Representative Sirois)

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

[1] **THIS AGENDA MAY BE AMENDED BEFORE OR AT THE MEETING ON 9/14/2021**

to the City's water and/or sewer system), and any person on any item on the agenda (except *Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items),* may address the City Council under Delegations by filling out a speaker card.

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

V. Consent Agenda:

(A) General Consent Items:

1. Approve the Fifth Amendment to the License Agreement with T-Mobile South, LLC, Successor in Interest to APT Tampa/Orlando, Inc. (21-422). (Utilities Director)

2. Award Bid Number B-21-22-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve Cross Connection Control Technical Field Services Provided by Ace Flow Control up to the FY 2022 Budgeted Amount of $680,000, Pending Approval of the FY 2022 Budget. (21-523). (Utilities Director)

3. Approve Task Order 2022-20 with Jacobs Engineering Group (Jacobs) for Program Management Services, Project No. WS1221, and Task Order 2022-19 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; Pending Approval of the FY2022 Budget. (21-538). (Utilities Director)

4. Approve the FY2022 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 FY2022 Budget. (21-554). (Utilities Director)

5. Approve Task Order 2022-18 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program, Project No. WS13BC; Pending Approval of the FY 2022 Budget. (21-555). (Utilities Director)

6. Approve a Change Order to Purchase Order Number 77665 in the amount of $54,182 to Southern Sewer Equipment and Sales Inc. for the Stormwater Vac-Con cab and chassis replacement and vehicle repairs. (21-567). (Public Works Director)

7. Council acceptance of State of Florida Historic Preservation Small Matching Grant Award # 22.h.sm.300.024 in the amount of $50,000 ($25,000 grant/$25,000 match) for the purposes of designing educational displays related to the history of the Leon and Jewel Collins Museum of African American History and Culture. Approve a Resolution Amending the Fiscal Year 2021 Budget, BAF# 21-113-A in the amount of $25,000 for the grant award. Authorize the City Manager to sign the Grant Award Agreement. (21-579). (Interim Community Services Director)

8. Approve a one-year policy renewal for the General Insurance Program with Florida League of Cities, Inc., for the period October 1, 2021 through September 30, 2022 with an estimated premium of $1,107,258 pending approval of the FY2022 budget. (21-591). (Administrative Services Director)

9. Approve the 1st Amendment CentralSquare Solutions Agreement to execute the Optional Term 2 of the previously approved CentralSquare Solutions Agreement to provide NaviLine Public Administration applications, Pending the Approval of the FY22 Budget. (21-594). (Chief Technology Officer)

10. Approve Addendum #1 to the Master Agreement For Water Meter and Meter Reading Equipment Purchases with Sunstate Meter & Supply, Inc., Approve the Exemption to Competitive Bid Form and authorize the City Manager to approve a Blanket Purchase Order for Sunstate Meter and Supply Inc. up to $1,500,000 and Request Council approval of a Resolution to Waive Competitive Bid with Sunstate Meter and Supply Inc for the purchase of Neptune water meters and other ancillary hardware required to support meter operations for FY22. (21-596). (Finance Director)

11. Approve a Resolution Amending the Fiscal Year 2021 Budget, BAF # 21-112-A, for CDBG-CV3 allocation of $133,363. (21-597). (Interim Community Services Director)

12. Approve and authorize the annual renewal payment of the Support Agreement with Tyler Technologies, Inc for the Aegis Public Safety software suite, pending FY2022 budget approval. (21-602). (Chief Technology Officer)

13. Requesting settlement authority for the tentative settlement agreement between City of Cocoa employee Gary Parker and the City of Cocoa authorizing the payment of the Workers' Compensation settlement. (21-608). (Administrative Services Director)

14. Authorize the City Manager to execute the Telecommunications Tower Colocation Consent and Lease Agreement between New Cingular Wireless PCS, LLC (AT&T) and the City of Cocoa. The Revenue will be recognized after the adoption of the FY22 Budget. (21-612). (Chief Technology Officer)

(B) Multi-Year Contracts:

15. Approval of Multi-Year Piggyback Agreement with Milestone Professional Services, Inc. for Accounting Services for Annual Financial Report (AFR) Preparation. (21-595). (Finance Director)

VI. Public Hearings:

1. Ordinance No. 10-2021/2nd and Final Reading: Approving the proposed solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract. (21-566). (Public Works Director)

2. Approve Final Fire Assessment Resolution 2021-082 and the Non-Ad Valorem Assessment Roll for Fire Protection Assessment Fiscal Year 2022. (21-571). (Finance Director)

3. Accept Stantec's FY 2021 Stormwater Rate Study Update and Approve the Final Stormwater Assessment Resolution # 2021-083, and the Non-Ad Valorem Assessment for Stormwater Utility Services, Fiscal Year 2022. (21-572). (Finance Director)

4. Conduct a Public Hearing on the tentative millage rate and tentative budget and:
(a) Adopt Resolution No. 2021-080 adopting a tentative millage rate of 6.4532 mills, for the City of Cocoa, commencing on October 1, 2021 and ending on September 30, 2022.

(b) Adopt Resolution No. 2021-081 adopting the FY2022 tentative budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2021 and ending on September 30, 2022. (21-573). (Finance Director)

VII. Council Business:

1. Approve the extension of the expiration date of Resolution 2021-013 from September 30, 2021 to December 31, 2021, to continue to allow expanded outdoor dining options due to the Covid 19 pandemic. (21-587). (Interim Community Services Director)

2. Consider the reappointment of Ms. Sherry Woodhouse as a member of the General Pension Board through September 30, 2024. (21-598). (Administrative Services Director)

VIII. City Business:

1. Accept Stantec's FY 2021 Water/Sewer Revenue Utility Revenue Sufficiency Analysis - Final Report and Approve a Resolution Amending the Utility Handbook's Policies and Procedures. (21-526). (Finance Director)

2. Approval of Ordinance 13-2021 on first reading regarding updates to the Special Events Ordinance. (21-607). (Assistant to the CM/PIO)

3. Approve the three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (CFPBA) for the contract term of October 1, 2021 through September 30, 2024. (21-616). (Administrative Services Director)

4. Approve the three-year contract between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2021 through September 30, 2024, contingent on the IAFF ratification vote results. (21-619). (Administrative Services Director)

5. Approve the three-year contract between the City of Cocoa and the Laborers' International Union of North America (LIUNA) Local 630 Union for the contract term October 1, 2021 to September 30, 2024, contingent on LIUNA having a passing ratification vote. (21-623). (Administrative Services Director)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Proposed Backyard Chicken Ordinance to be presented at a later meeting for adoption by Council. (21-617). (Interim Community Services Director)

X. Reports:

- Advisory Boards and Committees

- City Manager & Administration
- City Attorney
- City Council

XI. Adjournment:

XII. Notice To The Public:

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

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

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

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

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

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

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

Legislation Details (With Text)

File #:	21-589	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	8/26/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of August 10, 2021, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-10-2021 Minutes ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 26, 2021
Agenda Date: September 14, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of August 10, 2021, 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 10, 2021, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

August 10, 2021

A Regular City Council Meeting was held on Tuesday, August 10, 2021, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

A moment of silence was held for Driver Engineer Scott Allender with Melbourne Fire Rescue Department who recently passed due to Covid-19.

Capt. Nate Hooks provided the invocation and Paul Kamus led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	James Goins	Deputy Mayor
	Rip Dyal	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Evander Collier, Chief of Police; Jonathan Lamm, Fire Chief; Abigail Morgan, Acting Public Works Director/Asst. City Engineer/Stormwater Manager; Lora Howell, Deputy Finance Director; Charlene Neuterman, Interim Community Services Director; and Ben Wenrich, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of August 10, 2021. (21-530)

2. Minutes: (a) Mayor's Town Hall Meeting on June 15, 2021. (21-531)
(b) Budget Workshop held on July 8, 2021. (21-532)

* **MOTION by Councilmember Dyal; Seconded by Councilmember Hearn, to approve the Agenda as presented for the Regular meeting of August 10, 2021 as presented.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Dyal, to approve the Minutes for the Mayor's Town Hall Meeting on June 15, 2021 and the Budget Workshop on July 8, 2021, as written.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

None.

IV. Delegations:

Paul Kamus, 116 Olive Street, Cocoa, showed a photo of an intersection at Olive Street and was asking if they could delegate someone on staff to look at this area. He explained the safety hazards that he is witnessing and asked if a study could be done to help this situation.

Nate Hooks, 723 Carissa Avenue, Cocoa, referenced a few verses from the Bible and stated that he was calling upon the governing officials to begin a practice and establish policies that will revive, correct, replace and abolish improper biases or discriminating practices and directives that have brought injustices to groups, businesses, and to the citizens of Cocoa by the actions of previous councils or administrations. He provided examples such as the closing of Stone Street, destruction of more than fifty homes, forcing of property owners into positions where they cannot pay outrageous liens, and displacement of tenants by property owners due to COVID-19. He asked that these issues be looked into.

Dedra Haynes-Waller, 1105 Wedgewood Lane, Titusville, asked about Ordinance No. 23-2020. This was changed in Titusville and she requested a change in Cocoa. She mentioned that this would allow homebased businesses.

City Manager Whitten advised that he had met with the City Attorney, Chief Collier, Ms. Neuterman, and Code Manager Bunt on this as state legislation had changed. Ms. Neuterman added that there will be a special Planning & Zoning Board meeting on August 25th and two public hearings have to be held as well.

Ivan Hernandez, 619 & 627 S. Kentucky Avenue, Cocoa, spoke for himself and his mother whom he has Power of Attorney for. He mentioned their intent was to reside in Cocoa. He provided a history of his mothers' situation and that she applied for the First Time Homebuyers program here in Cocoa. He voiced the difficulties he had securing a contractor to do repairs found from the inspection and that he is not getting replays from staff. He felt that what he was going through was not right and that it needed corrected. They would like a fair process.

Ms. Marlene Weiss, 2415 Tulane Drive, Cocoa, provided an update on the Sustainability Advisory Board. She noted they met last Thursday and have started their series of speakers on sustainability. The City of Cape Canaveral's team presented and she pointed out that their senior planner has an eye for making an impact and shared some of the information and projects that their city has done. They were very inspiring, creative and were proactively looking towards the future. She asked the Mayor how the board can interface with the Council and how they can bring their findings to the Council as they are working with citizens.

In response, Mayor Blake advised that they could collaborate with staff and the City Manager. She thanked him and invited them to meetings and that it was time to talk about what sustainability is.

Natalie Jackson, 1403 Dixon Boulevard, Cocoa, is the Program Director for the Early Head Start Program. The program has operated since the late 90's. She explained what they do and that their budget was really tight. They take on large projects and mentioned their current project of painting the building. She thanked Mayor Blake for his help this past Sunday and asked for more volunteers during the next few weeks. The number to call is (321) 877-1002 and you can speak to Ms. Martinez. They are in the office Monday through Friday. She also thanked several parents as well as the police and fire, and Cocoa High School volunteers who have helped.

Mayor Blake noted that it is in District 2 and thanked her for coming.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Resolution Amending the FY 2021 Budget, BAF# 21-104-A, to allow for repayment of principal to the Section 108 Guaranteed Loan under Section 108 of the Housing and Community Development Act of 1974, and to amend the FY 2021 Budget with prior year grant revenues to balance the budget for the Community Development Block Grant (CDBG). (21-327). (Interim Community Services Director)

2. Approve Additional Purchases of $400,000 under a Master Agreement For Water Meter and Meter Reading Equipment Purchases with Sunstate Meter & Supply, Inc. and authorize the City Manager to approve a Change Order to Blanket Purchase Order # 77225 for Sunstate Meter and Supply Inc. by $300,000. (21-516). (Finance Director)

3. Approve a Resolution Amending the FY 2021 Budget, BAF # 21-105 for Accrual Payouts, Fire Department Overtime and Operating Supplies in the Emergency Disaster Division. (21-536). (Finance Director)

4. Approval to apply for a State of Florida Cancer Decontamination Grant to purchase filters for the fire station vehicle exhaust filtering systems. (21-539). (Fire Chief)

(B) Multi-Year Contracts:

5. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Kiosk Along with Authorizing the City Manager to finalize and execute a Multi-Year Contract Between the City of Cocoa and AdComp Systems Inc. in a form acceptable to the City Attorney. (20-568). (Finance Director)

*** MOTION by Councilmember Hearn; Seconded by Councilmember Koss, to approve the Consent agenda.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

None.

VII. Council Business:

None.

VIII. City Business:

1. Approve an Addendum to the Security Agreement with the Villas of Cocoa Village, LLC for the Cottages at Cocoa Village and authorize the City Manager to execute the Agreement. (21-502). (Interim Community Services Director)

   Mayor Blake spoke on behalf of the item and pointed out that staff was suggesting an extension through January 30, 2022.

   Ms. Neuterman spoke in furtherance about this and of what this Security Agreement included.

* **MOTION by Mayor Blake; Seconded by Councilmember Koss, to Approve an Addendum to the Security Agreement with the Villas of Cocoa Village, LLC for the Cottages at Cocoa Village and authorize the City Manager to execute the Agreement.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the Preliminary Assessment Resolution No. 2021-071 for Fire Protection, for Fiscal Year 2022. (21-524). (Finance Director)

   Mayor Blake noted this was an annual event and it is an increase of 3%.

   Ms. Howell pointed out that the final resolution would come before Council as a public hearing on September 14, 2021.

* **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Goins, to approve the Preliminary Assessment Resolution No. 2021-071 for Fire Protection, for Fiscal Year 2022.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve the Preliminary Assessment Resolution No. 2021-072 for Stormwater Utility Services, Fiscal Year 2022. (21-525). (Finance Director)

Mayor Blake advised that this was a 4.5% increase and it has been a 9% for the last two years.

It was determined that the 4.5% was enough to cover the Stormwater Fund. The final resolution would also come before Council as a public hearing on September 14, 2021.

* **MOTION by Councilmember Hearn; Seconded by Deputy Mayor Goins, to approve the Preliminary Assessment Resolution No. 2021-072 for Stormwater Utility Services, Fiscal Year 2022.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Calls for Service provided by the Cocoa Fire Rescue Department for the month of July 2021. (21-535). (Fire Chief)

X. Reports:

Chief Lamm provided an update on COVID-19 and advised that there have been 55,378 positive cases in Brevard County. The seven day average is about 550 new cases per day. The State of Florida was up 27% and there have been 914 deaths in Brevard County. He knows that everyone is watching the news and we have more than doubled the amount of positive cases since the last council meeting. The hospitals are feeling it as well as they are up in admissions of positive cases.

He spoke about the Tropical Cyclone and that we are expected to see development progress by tomorrow morning. He advised it was hard to estimate what the storm force will look like when it hits the west coast. He ensured Council that they would work with the Public Works Department to make sure storm drains were open.

Mayor Blake stated that with all of the rain there is an influx of mosquitos. He knows that the county sprays and wanted to make sure that the city was being sprayed. He also asked that trash be taken care of during the storms as well by Waste Management.

Attorney Garganese reported that he had two updates involving cases that involved the City Council. First, in the case Sinclair vs. the City of Cocoa, Former Mayor Parrish, Former Councilman Whipple, Councilmember Koss, and Mr. Greenwood, the Fifth District Court of Appeal affirmed in trial court and ruled in the City and Defendants favor so that was good news received today.

Secondly, he mentioned that in the case of the Villas vs. City of Cocoa, as Council was aware there was a setback in that case and the trial court issued a temporary injunction. Attorney Garganese stated that his intentions are to continue to defend the actions taken by the City Council to terminate the negotiations and to file an appeal unless there are any objections by Council at this time.

Mayor Blake had no objections and all other councilmembers agreed for him to move forward.

Mayor Blake asked that with school being back in that everyone obey the traffic laws and school zones.

Councilmember Koss thanked Ms. Weiss for speaking on behalf of the Sustainability Advisory Board and pointed out that each councilmember has been given a schedule of speakers for the upcoming Sustainability Advisory Board meetings.

She noted that the presentation by Cape Canaveral was interesting and her takeaway from it was that the most crucial person for them to bring on board in regards to sustainability and resiliency issues and where they really started to build momentum was when their Chief Financial Officer looked at everything and in several instances, things were no brainers. Through that they started to create change in their city.

There was also an informational item that came up relating to wastewater Covid testing and is on Cape Canaveral's website. She had also mentioned this in May. The purpose of this was that it is predictive as it shows the level of the virus in the City and community so they are using this as an educational tool to inform citizens.

She was hoping that the City could look into this. Their funding for this ended but it was so helpful they are continuing.

She concurred with Mr. Hooks and his views on Stone Street and voiced concerns with the train that is coming in. She is aware that there is a lot of history there.

Councilmember Hearn mentioned that August has been busy already. He spoke of his attendance at the Space Coast League of Cities Dinner with Mayor Blake and acknowledged Ms. Cynthia Doake from Endeavor Elementary. He further pointed out that Endeavor was getting a new principal and he hoped that all of Council would reach out to him.

He thought that the Wallen Park dedication ceremony was great and he was proud to honor Mr. Jim Wallen. The School Supply Drive was held on the same day and that was a good event as well. The police department was there and mingled with the citizens. He felt that the City was making great strides but feels that we can always do better. He assured Mr. Hernandez that Council was listening and thanked him for sharing his issues tonight.

Councilmember Hearn piggybacked off of what Chief Lamm stated and agreed that there would be a lot of water. He asked citizens to make sure their storm drains were not blocked so that the water could drain.

Lastly, he gave kudos to the Mayor for assisting with a car accident and also to the V-Cops and crossing guards who were out this morning doing their duties. He asked that all watch their speed to keep kids safe.

Councilmember Dyal advised that tomorrow night Chief Collier was having a walk around Westminster and the Lemonade Stand would be there as well.

On Tuesday, August 17th at 6 pm was the District 3 Town Hall Meeting at the Lost Lakes Clubhouse. He thanked Lost Lakes for opening up the facility and he was looking forward to the meeting.

Deputy Mayor Goins mentioned the school supply giveaway and felt that sometimes we do not realize how much something impacts people. They ran out of bookbags in about an hour and there is still a need. He thanked staff and the Police Department for this event.

Deputy Mayor Goins asked Attorney Garganese about the process for code changes. He asked what needed to be done in order to get things on the agenda for discussion. He spoke about the issues of parking on grass and fencing of vacant lots.

In response, Attorney Garganese advised that code changes needed to be on the agenda so that motions can be made. Code changes also require ordinance changes and discussions by Council. He recommended he work with the City Manager on this.

Deputy Mayor Goins would like this on the next agenda. Mayor Blake asked the City Manager to meet with Deputy Mayor Goins. Deputy Mayor Goins added that he has spoken about this for about a year and it keeps being put off.

Deputy Mayor Goins believes that it is helping Bracco Pond by keeping it pumped. At one point it was flooding out cars and he thanked Public Works for the pumping.

Deputy Mayor Goins asked about Covid and pools. In response, Chief Lamm stated that he was not the person to ask about this but he could provide him with contact information. Chief Lamm's advice was to always go back to CDC recommendations. Deputy Mayor Goins stated that kids could not use the pool this summer and felt that maybe if numbers go down they could have access in the fall.

Councilmember Hearn also thanked Legends Barbershop and Mr. Sam Newton at 1218 Dixon Blvd., for providing free haircuts to kids yesterday.

Councilmember Hearn further added that at the Space Coast League of Cities Dinner it was mentioned that there would be a committee where each City would nominate a person to attend meetings regarding the IRL, etc. He nominated Councilmember Koss. All Council concurred with his nomination.

Mayor Blake thanked Chief Collier for his participation at the PAL Graduation and spoke of his workday with the stormwater group. They worked on drains in District 2 and poured concrete and sidewalks in District 4. He took the teams out to lunch on his own dime. He enjoyed working with them.

Mayor Blake mentioned that the City hosts the Annual Space Coast League of Cities holiday dinner and this year it was on December 13th. He was requesting that this be cancelled due to the rising numbers of COVID cases in the area. He

did not feel it would be good for the City to become a super-spreader of the virus. He was asking for a consensus from Council. He explained the time frame staff has in regards to catering, licenses, etc. and reiterated that he would feel better if this was cancelled.

Councilmember Koss appreciated the concern but it was four months away.

In response, Chief Lamm stressed that this was not going away and numbers were not going to go down. The number of vaccinations are going down and cases are going up.

Chief Lamm further agreed that there would probably be many attendees vaccinated but there may be others who are not. One could also be asymptomatic.

Councilmember Koss asked if the dinner could be outside as it is still nice in December.

Mayor Blake added that at last night's dinner there were a lot who left early. He does not want to be associated as a super-spreader.

Councilmember Dyal would like to wait until at least the next meeting to make this decision. Chief Lamm reiterated what happens at these large events and spoke about the July 4th event.

Deputy Mayor Goins thought being outside was a good idea and asked about the possibility of switching with another City.

Mayor Blake reiterated what Mr. Romine stated at the last meeting and Chief Lamm reiterated that most hospitals are at Code Red Status at this point and all elective surgeries are being pushed off unless it is a true life or death situation. Hospitals are at capacity and not taking patients. Additionally, the State is back to all virtual meetings.

Mayor Blake was not in favor of the dinner, Councilmember Hearn agreed. Councilmember Koss wanted to wait until the next meeting and to see if they could do it by Zoom in December.

Mayor Blake showed a photo of a Merritt Island resident who recently won Mrs. Universe and sent condolences to the family of Jan Stewart a former Cocoa CRA board member who just passed away.

He reminded all to buy local, spend local, and keep it local.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Deputy Mayor Goins, to adjourn the Regular meeting of August 10, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 7:22 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	21-590	**Version:**	2	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	8/26/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Approve the Minutes of the District 3 Town Hall meeting of August 17, 2021, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-17-2021 Town Hall Minutes.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 26, 2021
Agenda Date: September 14, 2021
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Minutes of the District 3 Town Hall meeting of August 17, 2021, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the District 3 Town Hall meeting of August 17, 2021, as written or with amendments.

MINUTES
City of Cocoa
District 3 Town Hall Meeting

August 17, 2021

The District 3 Town Hall Meeting was held on Tuesday, August 17, 2021 at the Lost Lakes Clubhouse, 140 Lost Lakes Dr., in Cocoa, Florida 32922, as publicly noticed.

I. Mayor Blake called the meeting to order at 6:02 p.m.

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

PRESENT:	Michael C. Blake	Mayor
	James Goins	Deputy Mayor
	Rip Dyal	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Monica Arsenault	Assistant City Clerk
ABSENT:	Stockton Whitten	City Manager

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; Bryant Smith, Public Works Director; Robert Beach, Chief Technology Officer; Charlene Neuterman, Interim Community Services Director; Samuel Byrd, Deputy Fire Chief; Evander Collier, Police Chief; Jeremy Ondo, Police Lieutenant; and Samantha Senger, Assistant to the City Manager/PR Specialist.

II. Welcome and Introductions of Council & Staff by Councilmember Dyal

III. Department Presentations:

Bryant Smith, Public Works Director, shared the following updates regarding the status of the State Road 524 widening:

- The project is currently in the Project Development and Environment stage, which is essentially an information gathering and very preliminary layout of the actual widening
- The study encompasses SR 524 from Industry Road to Friday Road, just past I-95 and is a $1.7 million-dollar project
- The project will include sidewalks, bike lanes, grass medians, and turn lanes. This will essentially double the current capacity of the roadway
- A future traffic and/or pedestrian signal will be reviewed at Westminster or Lance Blvd upon the build out of the apartments on the south side of SR 524 and the park improvements at Junny Rios Martinez Park
- The PD&E Study is scheduled to be completed by the fall of 2022. Currently, the design, R/W acquisition, and Construction is unfunded. The PD&E study should result is some estimates to properly forecast those numbers. The City is also looking into the possibility to contribute impact fee funding to help with the potential costs related to this expansion.

Mr. Smith mentioned the park improvements which will include new signs and park benches. Additionally, Junny Rios park will be getting a splash pad.

Deputy Fire Chief Byrd provided an update on COVID numbers and vaccinations. He encouraged everyone to take the virus seriously and to take the proper precautions.

He mentioned that there was a local fire fighter from Melbourne that will be laid to rest on Saturday and he is one of the first in the area to contract Covid in the line of duty.

Lastly, a second monoclonal antibody site has been announced to open at Kiwanis Park in Merritt Island. They will have capacity for three hundred patients per day and will be open from 9am to 7pm daily.

A citizen from 3815 Sentry Dr., Cocoa shared concerns regarding flooding on and around his property. In response, Mr. Smith explained that Public Works conducts periodic inspections and will come back out to do another inspection. Staff will also continue to work with FDOT on this.

Mayor Blake stated that he knows and understands this issue as he has been in the storm drains himself but asked everyone for their continued patience as the City works hard to correct the problems. Additionally, with Brightline coming in, they have promised to address these issues as well.

Jeanna Benish, 3814 Parapet Dr., explained that she recently bought her house because of the pond in the backyard. She shared that she enjoys feeding and observing the wildlife such as the birds, turtles and fish, however the pond has been dirty since May and so she emailed the City and spoke with Abby. She mentioned that Abby told her that the City finally had a contract to treat the water but did not have access to the pond. Ms. Benish noted that she would have allowed the City access to the pond from her property but was told that the cleanup would not be started until September.

In response, Mr. Smith noted that Abby has her contact information and they would reach out to Ms. Benish. Additionally, he stated that if they are able to fit the cleanup onto their schedule earlier than September that they would certainly do that.

Tamara Boyd, 3630 Breezy Point Ln., Cocoa, and President of Summer Breeze's HOA, has several issues she would like to address with staff. She mentioned that half of the people who have bought homes here did not know that Brightline was planning to develop nearby. They have never been notified about the train, potential walkways or the installation of a new road. The homeowners are upset because they did not pay for their homes to be smushed between a train and a road.

In response, Mayor Blake explained that the road going in is being put in by Brevard County. Further discussion was held on what is the City's responsibility and what is the County's.

Charlene Neuterman, Interim Community Services Director, added that she would send the development agreements to Ms. Boyd which lays out the HOA's responsibilities.

A citizen asked what the proposed plans are to get in and out of Lost Lakes. In response, Councilmember Dyal explained that he is working to address this issue with a traffic light. He added that he has been in contact with FDOT to try and coordinate another meeting to get citizen input in the future.

The citizen also inquired about having a sign installed to keep large trucks from traveling on Friday Road. In response, Mr. Smith noted that he would look into this.

Additionally, she asked what studies have been done on the traffic lights along SR524. In response, Mr. Smith pointed out that the lights are run by the County's system which manages the timing and phasing of the lights.

She also pointed out that she has concerns about flooding in the area. In response, Mr. Smith stated that they have done a thorough review of the drain and were out there yesterday. They were able to get a good idea of what maintenance needs to be done.

Lastly, she asked Deputy Fire Chief Byrd to explain why it is so important to have house numbers on your house as she is experiencing this issue with people refusing to do so in her neighborhood. In response, Deputy Fire Chief Byrd noted that he would talk to the fire inspector about this problem and see what could be done.

A citizen from Westminster Dr., Cocoa, pointed out a concern regarding the incoming development and if it will tax their water system. In response, Jack Walsh, Utilities Director, explained that he has reviewed the plans and the new development will not cause the system to exceed its water capacity. Further discussion was held on concerns regarding flooding.

Ms. Boyd asked if the City has an agreement with the County for fire and police response. In response, Deputy Fire Chief Byrd shared that the City does have an agreement with the County and are actually in the process of renewing it.

A citizen asked if Brightline will stop in Cocoa. In response, Mayor Blake stated that the City is in competition with the other local cities but we are fighting for the train to stop here. He pointed out that Brightline owns property behind Walmart next to the curve on SR524.

Evander Collier, Police Chief, gave an update on the progress that he is making at the Police Department. They have increased presence in areas with higher crime rates and gave Provost Park as an example. He pointed out that he is all about the community and being transparent with the public.

A citizen asked if the Police Department has any plans on how to handle panhandlers in Cocoa. In response, Chief Collier promised to do a better job of handling this issue and getting them to move on from the City.

Deputy Fire Chief Byrd reminded everyone of the annual 9/11 Stair Climb event on Saturday, September 11th at Cocoa High School at 4pm.

There being no further questions or comments, Councilmember Dyal thanked everyone for coming and adjourned the District 3 Town Hall meeting.

The District 3 Town Hall meeting adjourned at 7:15 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk
(Transcribed by M. Arsenault, Asst. City Clerk)

Legislation Details (With Text)

File #:	21-605	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	9/1/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of August 24, 2021, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	08-24-2021 Minutes ADA.pdf EXHIBIT A-Community Garden presentation.pdf EXHIBIT B- City of Cocoa Parks & Recreation Capital Improvements Presentation.pdf EXHIBIT C-Final Art Selections for Cocoa Village Playhouse (1).pdf EXHIBIT D-Statement from Dr. Hawkins-Smith.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 1, 2021
Agenda Date: September 14, 2021
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of August 24, 2021, 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 24, 2021, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

August 24, 2021

A Regular City Council Meeting was held on Tuesday, August 24, 2021, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

Ms. Jocelyn Scott and a friend provided the invocation and led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	James Goins	Deputy Mayor
	Rip Dyal	Councilmember
	Lavander Hearn	Councilmember
	Lorraine Koss	Councilmember
	Kristin Eick	Assistant City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Evander Collier, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Samantha Senger, Assistant to the City Manager/PIO; Charlene Neuterman, Interim Community Services Director; Yvonne Martinez, Police Dept. PIO; and Trevor Roth, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of August 24, 2021. (21-556)

2. Minutes: (a) Regular Meeting of July 13, 2021 (21-557)
(b) Regular Meeting of July 27, 2021 (21-558)

* **MOTION by Councilmember Koss; Seconded by Councilmember Dyal, to approve the Agenda as presented for the Regular meeting of August 24, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Koss; Seconded by Councilmember Hearn, to approve the Minutes as written for the Regular meeting of July 13, 2021 and the Regular meeting of July 27, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Recognition of Denise Stewart as Cocoa High School's Assistant Principal of the Year. (21-543). (Mayor Blake)

Mayor Blake recognized Ms. Denise Stewart as the Assistant Principal of the year. Ms. Stewart spoke about the positive things going at Cocoa High with both the students and the community. She expounded on the CTE programs (Career and Technical Education) that are offered at the school and that they are helping those students who are not college bound. They are able to graduate high school with certifications and are eligible for better paying jobs. She spoke in detail about several of their programs such as construction, culinary and auto mechanics.

Lastly, Ms. Stewart announced that they were doing a female mentorship program and were looking for positive female relationships on campus as they feel everyone benefits from those. She invited Council to visit the campus.

Councilmember Hearn believes that these programs are great and that their athletic program was equally as great. Ms. Stewart thanked him and stated that although many come to the school for their athletics, they are also coached on academics as well.

Councilmember Koss presented a Certificate of Recognition to Ms. Stewart recognizing her as “Cocoa High School’s Assistant Principal of the Year for 2022”.

2. Presentation on the Community Garden. (21-564). (Marlene Weiss, Sustainability Advisory Board Member)

Ms. Weiss, who is a member of the Sustainability Advisory Board, provided a brief background of the community garden and pointed out that they have grown a variety of crops there. She thanked members of Council and the City Manager for visiting the garden.

Preschoolers have been to the garden and have learned how food grows and she felt that everyone could use a reminder of seed to table and where food comes from. She noted that groups have come to put soil in the beds including the Rotary Club.

Ms. Weiss announced that they would like a “Seed to Table” harvest event and asked if they could have at least three years to continue the garden. She further asked for potable water.

Lastly, she showed photos[1] of the garden and in closing reiterated that they were asking for a three-year commitment and advertising of the garden. She thanked Council.

Deputy Mayor Goins thanked Ms. Weiss for her hard work and asked Ms. Neuterman the status of residential housing in the area. In response, Ms. Neuterman advised the property was back with the city and was no longer a Diamond Square parcel. It is also on the list of vacant properties for sale.

Deputy Mayor Goins felt that the garden should be in Fern and Prospect Park as he knows many of those neighbors would like to be involved. In response, Ms. Weiss stated she has gone back there but they were looking for bathrooms but agreed she would love to have one there.

Mayor Blake pointed out for the record that bathrooms were slated for Fern and Prospect Park.

Councilmember Koss thanked Ms. Weiss for her passion and for believing she can make things happen. She asked about Ms. Weiss’s request for potable water. In response, Ms. Weiss noted that they have reclaimed but thought this could be a good test area for the potable.

[1] EXHIBIT A: Photos of the Community Garden presented by M. Weiss

Mayor Blake thanked her for her presentation.

IV. Delegations:

Bernice Cox, 701 Aurora Street, Cocoa, spoke in regards to Cocoa and Hilltop Cemeteries. She stated that both are being maintained but it was sloppy and asked if the inmates could be brought back to maintain them. Additionally, it has been twenty years and there are no signs stating what cemeteries they are. Ms. Cox further announced that she has a book with everyone buried in them before 1997 if they had a headstone. Lastly, she voiced concerns about a police issue she had regarding being stopped because she did not stop at the stop lines before the stop sign. She drove around and all areas of Cocoa are the same. She was given a verbal warning but asked that be looked into.

Pam Shaia, 308 Brevard Avenue, Cocoa extended a thank you to Cocoa Police Department. She had a great meeting on strategic proactive protection in the Village. She provided an example by speaking about an incident that happened over the weekend. She thanked the Chief and the Police Department for all of their efforts and hard work.

Terrance Thomas, 704 Rosa L. Jones, Cocoa, was also pulled over by an officer who had a negative attitude. He respects badges but is not going to be disrespected. He further spoke about the upcoming item regarding fencing of vacant lots and believes that if you are beautifying your property it should not be a problem.

V. Consent Agenda:

(A) General Consent Items:

1. Approve a Cooperative Purchase Agreement with Vortex Services, LLC, Houston, Texas, to Provide Rehabilitation Work on the Interior Chambers of the Surface Water Ozone Contact Unit at the Dyal Water Treatment Plant Utilizing Houston-Galveston Area Council (H-GAC) National Cooperative Purchasing Contract TP07-18, effective July 1, 2018 through June 30, 2022 in the Amount of $1,079,074; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an Amount Not to Exceed $108,000 (approximately 10%) for a Project Total of $1,187,074, Project No. WS21OU; To Approve a Resolution Amending the FY2021 Budget; BAF # 21-102-T. (21-511). (Utilities Director)

2. Authorize the City Manager to Approve Change Order No. 1 to FY21 P.O. 77443 with Connect Consulting, Inc. for Continuing Wellfield Evaluation and Rehabilitation Services for Aquifer Storage and Recovery Well Services; To Approve a Resolution Amending the FY21 Budget; BAF # 21-106-PT. (21-513). (Utilities Director)

3. Authorize the City Manager to Approve Change Order No. 1 to FY21 P.O. #77438 with Bright House Networks (Spectrum) for Dyal WTP Fiber Services for the Remainder of FY2021. (21-534). (Utilities Director)

4. Approval for the City of Cocoa to accept the donation of a Western Shepard and a Belgian Malinois to be used in patrol K-9 for tracking, narcotics searches, and apprehensions by the Cocoa Police Department, to allow the City Manager to sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and the Brevard Kennel Club and to approve a Resolution amending the FY2021 budget, BAF# 21-109-A. (21-545). (Chief of Police)

5. Approval to apply for forty-three Philips Heart Start FRx Automated External Defibrillators (AEDs) through AEDGrant.com. (21-546). (Chief of Police)

6. Approve policy for Workers' Compensation Specific Excess Insurance with Safety National Casualty Corporation for the period of October 1, 2021 through September 30, 2022, with an estimated annual premium of $188,626, pending approval of the FY2022 budget. (21-548). (Administrative Services Director)

7. Approval of revised COVID-19 Emergency Paid Sick Leave Policy extending benefits through September 31, 2021. (21-568). (Administrative Services Director)

(B) Multi-Year Contracts:

8. Approve for City Manager to Negotiate Contract to Award Bid No. 21-21-COC to Lord & Company, Fort Mill, South Carolina for the Upgrade of Lift Station SCADA RTU Panels, Project No. WS21LS; To Approve as a Multi-year Contract from FY2021 through FY2025; Pending Approval of FY22 through FY25 Budgets. (21-542). (Utilities Director)

*** MOTION by Councilmember Hearn; Seconded by Deputy Mayor Goins, to approve the Consent agenda.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mayor Blake advised that Councilmember Dyal had a presentation with Chief Collier and the dogs that are being donated by the Brevard Kennel Club. Chief Collier thanked the Brevard Kennel Club for this donation and advised that they were in need of two K9's. He reiterated his thanks and noted that this was why community partnerships were so important.

Leslie Kovaks, President of Brevard Kennel Club, spoke in regards to what the Club does and that they are always supportive of the community. This is a love of dogs and community combined into one thing.

VI. Public Hearings:

None.

VII. Council Business:

1. City of Cocoa Parks Improvements and Concept Plans Presentation. (21-503). (Public Works Director)

Mr. Smith provided a presentation[2] on the improvements on parks within the City.

First, he discussed the improvements made in City parks by Brevard County.

Next, he reviewed City funded improvements and showed sign styles, benches, trash cans, and bike racks. New water fountains and picnic tables would be added where they can be. He stated all of the styles/designs would be the same throughout each park.

He showed the proposed location for a unisex bathroom at Carl Anderson Park. He pointed out since it is a smaller park so multiple restrooms may not be needed. There were also proposed restrooms at both Gilmore and Bracco Pond parks. He suggested eliminating the restroom at Bracco Pond but to incorporate a feature such as fitness stations.

* **MOTION by Councilmember Hearn; Seconded by Councilmember Dyal, to eliminate the restroom at Bracco Pond Park due to available funding; incorporate 8-12 fitness stations around the walking path; and have the remaining balance of funds to be utilized as contingency where needed for other improvements projects.**

[2] EXHIBIT B: City of Cocoa Parks & Recreation Capital Improvements Presentation

The motion was opened for discussion.

Councilmember Koss mentioned that the primary use for Bracco Pond is passive recreation and there is very little shade. She felt shade would be an important enhancement and would increase the usage. In response, Mr. Smith advised they were reviewing the canopy plan now and Bracco is on that list; however, they also need to ensure trees are located properly.

Deputy Mayor Goins asked about the costs of the fitness units and in response, Mr. Smith stated that it varies. This would probably be outsourced which would drive up the costs a bit.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mr. Smith continued and showed the potential locations for the splash pad and new pavilion at Junny Rios Park and lastly, he showed the Provost Park improvements. They all have the common theme improvements as well.

He noted that one item they needed action on was that the police department was looking at occupying the community action building, which would eliminate the need for security. Having a police presence there would go a long way. There is currently $60,000 allocated for that and he felt it was plenty to do what they want.

* **MOTION by Councilmember Koss; Seconded by Councilmember Dyal, to approve staff's recommendation to let the Police Department occupy the building as the Police Dept. Provost Annex.**

Councilmember Koss questioned the improvements at Provost and if they included the tennis court. Mr. Smith reiterated the direction for the tennis courts from the previous workshop.

She further asked about the costs for the Junny Rios improvements of which Mr. Smith stated it was about $710,000 but that was rough estimates.

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Deputy Mayor Goins asked if Council could be kept apprised as these plans move forward, by email, so that they do not have to discuss them every time. He has more suggestions but would like to meet with Mr. Smith at a later time.

Mayor Blake felt a community meeting would be good so that the public can hear the plans for themselves.

Further discussion was held on the tennis courts at Provost Park. Mayor Blake believed that the location and cliental would dictate where they would be better utilized.

2. Review and select from the submitted artwork designs for the Public Street Art in front of the Historic Cocoa Village Playhouse. (21-537). (Assistant to the CM/PIO)

Ms. Senger reminded Council that in May the option was presented to put a piece of art in front of the Cocoa Village Playhouse. There were ten submissions, eight of which followed the criteria. The Cocoa CRA narrowed it down to the top three and a committee was put together at the request of the CRA, who also selected a piece.

She presented the finalists[3] and advised that Dr. Hawkins-Smith and Ms. Elliott chose #7, which is the art deco style. She provided a statement[4] from Dr. Hawkins-Smith who could not be in attendance tonight:

"If the council votes on the artwork that is based on the art deco style of the Playhouse, the artists will provide an image to be placed in the center that reflects either the drama masks or the performing arts. Also, the colors will be the exact specified colors of the interior of the Playhouse which is the metallic gold and burgundy. If this design is chosen, it is my belief that it is a design that can be used throughout the village by changing the interior image to reflect the desired theme based on where the artwork is placed."

Mayor Blake asked for a refresher of previous actions. In response, Ms. Senger explained that the CRA had selected the top three she is showing tonight. She further assured Council that they were going to recheck that the artwork would fit properly in the dimensions.

Councilmember Koss reiterated her points from the CRA meeting. She believed all three were gorgeous, and the first two would make great murals, but because this is an application to the street, the third design is art deco and represents the age and style of the playhouse. She will vote for #7.

Deputy Mayor Goins clarified that a drama mask would be added to the middle of the design. Ms. Senger stated that some of the CRA members liked the masks or

[3] EXHIBIT C: Final Art Selections for Cocoa Village Playhouse
[4] EXHBIT D: Statement from Dr. Hawkins-Smith

music notes and that a thought was to add a mask or musical note in the middle. He was in favor of #7 if an item was added to it.

Both Councilmember Hearn and Councilmember Dyal concurred with Deputy Mayor Goins.

Aleck Greenwood, 640 Brevard Avenue, Cocoa, thanked Council for this and agreed for #7 and would like the drama faces in the middle. He stated that Dr. Hawkins-Smith is one of the reasons the Village is what it is today. He spoke about the measurements and felt it should be twice as large.

Mayor Blake was also in favor of #7.

* **MOTION by Councilmember Koss; Seconded by Councilmember Dyal, to approve #7 as their choice with the recommendation from Dr. Hawkins-Smith.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Staff is presenting two existing City Code sections for Council's consideration and direction: (1) Sec. 6-900 (b) (9), declaring it a public nuisance for any person to permit "a motor vehicle [to be] parked anywhere within the front or corner side yard area, except on city approved and permitted driveways;" and (2) Appendix A-Zoning, prohibiting fencing or walling vacant properties within residential zoning districts. (21-565). (Interim Community Services Director)

Mayor Blake advised that this item was regarding two issues and if you do for one, you have to do for all, which is the reason for the Board of Adjustment. Companies are coming to our city which is changing the image in a positive manner. If people start parking in yards he has a problem with that. He wants Cocoa to be aesthetically pleasing.

Ms. Neuterman spoke on this item and advised that at the last council meeting staff was directed to research and bring information back to council. She provided the two actions that they were requesting direction on.

Ms. Neuterman explained the code section in regards to motor vehicles being parked on non-approved parking services. She agreed that there were agreeable solutions to fixing this and an owner can work with the Planning & Zoning Board to make necessary accommodations. She further pointed out that changes to homebased businesses are coming so changing the code would change homebased businesses as well.

Staff's recommendation was to keep the Code as written. If any changes are necessary, the homeowner should present their case to the Planning & Zoning Board for consideration.

Ms. Neuterman discussed the second action item and explained that the Board of Adjustment has special powers to allow for a waiver for some of these issues. This is another issue that can be take care of through special exception by speaking with staff and working through those. She provided staff's recommendation which is to keep the Code as is on this issue as well.

Mayor Blake confirmed that if Council does not take action these will stay in effect.

Deputy Mayor Goins advised that he has been talking about these issues for a while and not one time did it come up about going to the Board of Adjustment from staff. He agrees with Mayor Blake 100% about the image of Cocoa, but his concern is the material that can be approved for a driveway on the side of a house. There are many residents who cannot afford pavers, concrete, etc. There are other options and he felt those should be put in writing for the community.

Councilmember Hearn agreed with Deputy Mayor Goins. There are many homes in his area that do not have a primary driveway. He agrees with the Code but his concern was the process for Board of Adjustment or Planning & Zoning Board. He feels that the process is not readily available to residents and it needed to be promoted so residents would know their options.

Councilmember Dyal asked for clarification on the front corner side yard and how he understood the Code to read. He did not feel it was fair for those paying taxes to take something away that is needed as long as they make it look nice. A waiver on the Board of Adjustment costs $250.

Councilmember Koss was sympathetic with the needs of young families and is concerned with businesses in homes. Home based businesses were some of the biggest complaints they have heard. She did not realize it was $250 to approach the Board of Adjustment and would be in agreement with a different material to make it more affordable for residents.

Mayor Blake pointed out that there is a Code and that there is a Code Manager, Mr. Bunt. People have been told they could put pavers down and Councilmember Hearn has stated he would help. There is a way to implement this without going to the Board of Adjustment. Mr. Bunt provided an outlet, all one has to do is communicate with him. He reiterated his point that there is a plan and a way that this can be addressed if you communicate with the proper authority. Why go through the hassle when there is a remedy.

Furthermore, Mayor Blake understands that Cocoa has older homes but the point is, is that there is a solution that can be worked through without changing the Code. We are moving in the right direction. We can continue to dwell on this or move forward.

Deputy Mayor Goins asked if he was against adding 57 Stone to the ordinance and he explained what that material consisted of. Mayor Blake was not against it but wanted to hear from the proper staff. Deputy Mayor Goins added that when people get cited they cannot have the conversation with all necessary staff at one time.

Mayor Blake stated this was the first time he has heard of this material.

City Manager Whitten noted that when you look at staff's recommendation, they have not made any recommendations in terms of the ordinance. What is being discussed is if they want to add stone or some other type of stabilization material, that goes to the Planning & Zoning staff. He asked if 57 Stone was a white rock.

In response, Deputy Mayor Goins stated it was white and crushed concrete as well.

Ms. Neuterman pointed out that 57 Stone was not an accepted material to use. It would be a staff issue if they wanted to use that. A person would need the Planning & Zoning staff to review their case and make that determination.

City Manager Whitten further added that Public Works gives the direction on the medium of use.

City Manager Whitten reiterated the existing Code and that the policy of going to the Board of Adjustment has always existed.

Aleck Greenwood, 640 Brevard Avenue, Cocoa, asked how 57 Stone and Limerock compared in price and felt that if it was not broken then do not fix it. He stressed the importance of being careful with the material and explained his reasonings for that.

Assistant City Attorney Eick clarified that Council would like this brought back to discuss the materials.

City Manager Whitten suggested that since the materials are their prerogative, staff could get together with Public Works and the Planning & Zoning staff to see if they can expand that list of materials.

Deputy Mayor Goins asked if the $250 fee could be removed and asked what it was for. In response, Ms. Neuterman explained that it was for staff review, legal

review, preparing of staff report for the agenda, and legal advertisements, to go to the Board of Adjustment. Those fees were set by Council and can be changed if Council wished to by ordinance and resolution. Ms. Neuterman further explained the technical review. Deputy Mayor Goins asked if residents could request a waiver of fees and if council would be in favor of a waiver.

Mayor Blake explained that the Board of Adjustment was a quasi-judicial board and that they could supersede Council if needed. Deputy Mayor Goins stated again that there are many citizens getting cited who cannot afford the fees.

It was pointed out that the $250 fee would be for the fencing issue; they were not coming back with this item if they could agree on materials.

Mayor Blake reiterated that the board was a quasi-judicial board and is that way for a reason. It has an attorney and may go to court if needed.

4. Approval of a Lease Agreement w/Family Promise of Brevard, Inc. (21-570). (City Manager)

*** MOTION by Mayor Blake; Seconded by Councilmember Koss, to approve the Lease Agreement with Family Promise of Brevard, Inc.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. Staff recommends the approval on First Reading an Ordinance adopting the proposed solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract. (21-540). (Public Works Director)

Assistant City Attorney Eick read Ordinance No. 10-2021 into the record, by title only as follows. She advised this was the first reading of the ordinance.

ORDINANCE NO. 10-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, APPROVING A SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY OF COCOA AND WASTE MANAGEMENT OF FLORIDA, INC., ATTACHED HERETO; ESTABLISHING SOLID WASTE SERVICE CHARGES AS PROVIDED BY SECTION 9-37 OF THE CITY OF COCOA CODE OF ORDINANCES;

PROVIDING FOR ANNUAL INCREASES IN SERVICE CHARGERS EQUAL TO THE CONSUMER PRICE INDEX FOR GARBAGE AND TRASH; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY AND AN EFFECTIVE DATE.

Mr. Smith advised that this was the first reading to establish the new solid waste contract with Waste Management. He stated the rate was $15.93 which is much lower than anyone in the area. He spoke about Council's prior direction on this item and pointed out some key changes of this was that there would be Wednesday and Saturday service.

Additionally, a GIS page was being worked on so that a citizen can put in their address and know when their pickup times were. Information is also being put out for bulk pick up. The term for this contract will be for seven years and renewals will be negotiated.

Mayor Blake commended staff for their work negotiating this contract. He knows there is an employment issue everywhere but asked that they be mindful that accidents happen and if there could be a local contact person for Waste Management.

* **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve staff's recommendation.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Aleck Greenwood, 640 Brevard Avenue, Cocoa, asked if there were changes made regarding yard waste pick up. He stated now you have to call and asked if that was a legitimate change.

Mr. Smith explained that the method of placing the waste by the curve has not changed and further explained the containers. He stated that when you exceed three cubic yards (about the size of a picnic table), you have to call that in. He advised that you can call Public Works directly and they would work with Waste Management.

Additionally, Mr. Smith explained the process for the picking up of fencing and noted that the resident needs to call a hauler for that.

In regards to bins, Mr. Smith stated every resident needed three.

Multi-Year Contracts:

None.

IX. Informational Agenda:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 7/31/2021. (21-541). (Finance Director)

2. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (21-549). (Finance Director)

3. FY 2021 Budget Adjustment Report. (21-550). (Finance Director)

4. Data showing the relation between the estimated and actual income and expenses to date. (21-551). (Finance Director)

X. Reports:

City Manager Whitten announced that Ms. Senger and Ms. Horst had recently attended a public relations conference and on behalf of the City they were presented with a Golden Image Award for the Citizens Academy. He congratulated them as well as directors and departments for the time and effort they put into this academy.

City Manager Whitten shared that the Florida League of Cities Annual Conference was held last week and Robert Beach, Chief Information Officer, was a moderator at one of the sessions and wanted to acknowledge him for that.

City Manager Whitten advised that in regards to Leon and Jewel Collins Museum, the City was awarded a $30,000 African American Grant and hoped it would be a catalyst to get the museum up and running. He shared that the Grants Administrator, Anthony Hagen, believed that it was Ms. Neuterman's write-up about the story which helped get the grant.

A second grant was also received from the State for $25,000 with a $25,000 match. It is for research and design of the exhibits. He felt with the new fiscal year starting there would be money in hand to start the museum. They are still searching for community partners so he asked that anyone interested in being a part of the museum to reach out to Ms. Senger.

Chief Lamm provided a report on Covid and mentioned there have been 64,323 positive cases with 914 deaths. Over the last week Brevard County has averaged

about 655 new confirmed cases per day. He explained that is roughly 108 for every 100,000 residents or 1 out of 12 residents. Brevard County has a 25% positive test rate and has been listed as more vulnerable than 79% of U.S. counties. In regards to vaccinations, 60% of residents in the County have received one dose of the vaccine and 50% are fully vaccinated. Lastly, he announced that the Pfizer-BioNTech vaccine was fully approved by the FDA on August 23, 2021.

Mayor Blake advised that this is tough and while at the Florida League of Cities Conference some of our own in Brevard County were positive. He noted they all came back and attended the Rosa L. Jones event as well.

Councilmember Dyal spoke about his Town Hall Meeting on August 17th at Lost Lakes. It was a great meeting and lot of questions were answered. The biggest concerns were flooding and development. He further mentioned the Chief's Walk the week before last in his neighborhood and thanked Brevard Kennel Club for the donation of the two dogs. He thanked all for coming.

Deputy Mayor Goins asked all to say a prayer for teachers and students as numbers continue to rise at an unbelievable rate.

He gave kudos to staff and the family of Rosa L. Jones for the mural as it is unbelievable and looks great.

Deputy Mayor Goins spoke to Mr. Smith about Christmas lights and residents putting them up in the Jefferson and Hughlett area. He asked that since they are done downtown if they could also be put up in those areas. Mayor Blake asked him to speak with the City Manager.

He advised that he had spoke with Terry Lane and the Joe Lee Smith pool repairs are about 95% completed. He asked Council to consider free access to the pool. The McLarty pool in Rockledge would be open on Saturdays and the Joe Lee Smith pool would be open on Sunday's. He further informed council that he was working with the Red Cross to bring back swimming lessons and if they had any issues with that. In response, Mayor Blake asked him to run that by the City Manager as well. He felt they all would support it if it meant keeping the kids safe.

Lastly, Deputy Mayor Goins enjoyed the Florida League of Cities Conference and it was nice to network with other cities.

Councilmember Koss appreciated Chief Collier responding to positively to the issues in Cocoa Hills. There are people threatening to move out due to speeding. There will be a community meeting on September 8th at 6 pm where they will speak about this and other issues.

Secondly, she has received three calls in regards to tax statements and millage rate increases. She believes this will be harder for some to vote on than others. There are many increases happening right now and was surprised by the calls.

Councilmember Koss spoke of her appreciation for the Florida League of Cities Conference and thought that the District 3 Town Hall meeting was great and the turnout was fabulous.

Councilmember Hearn agreed that the Town Hall meeting was great as well as the mural presentation for Rosa L. Jones. He thought that the Florida League of Cities Conference was very informative and it was neat to meet with other cities to see the innovation going on. It is always positive when others recognize Cocoa and comment on the good we are doing.

He was able to meet with the Florida Black Caucus of Elected Officials and asked for Council's consent for him to become a member.

* **CONSENSUS AMONG COUNCIL FOR COUNCILMEMBER HEARN TO BECOME A MEMBER OF THE FLORIDA BLACK CAUCUS OF ELECTED OFFICIALS.**

Councilmember Hearn pointed out that he was asked to join the Cocoa Youth Football League as a coach and is now coaching 14U. They are doing a great job.

Lastly, he mentioned for transparency that he has been communicating with the management of the stadium about a charity softball game "Guns and Hoses". He thought it was a great idea and wanted other members of council to know they may be receiving calls as well. They would like to see all of Council involved in the event.

Ms. Scott, 635 School Street, Cocoa, spoke about the swimming pool issue and that she loves water aerobics. She has to go to Merritt Island right now and was glad that the Joe Lee Smith pool was almost ready. She further mentioned other physical activities that are good for your health and are needed in the area.

Mayor Blake urged everyone to be aware of their health and to protect yourself at all times. He thanked staff for advertising that people were pretending to be water testers and were breaking into homes. He further thanked staff for the mosquito spraying follow-up and agreed that the FLC Conference was educational and announced that he was reappointed to the Executive Mayoral Board.

In closing, he thanked all for coming tonight.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Councilmember Hearn, to adjourn the Regular meeting of August 24, 2021.**

AYES: Blake, Goins, Dyal, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:11 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk



Rik Jesse, FLORIDA TODAY

A garden grows in Cocoa

Lynda Newell and Jimmie Lee Ross plant tomatoes Saturday at the first planting for the St. Marks and Cocoa Police Community Garden Park on Peachtree Street in Cocoa. The garden is a joint effort involving the Alliance for Neighborhood Restoration, the Cocoa Police Department and St. Mark's Episcopal Church. Organizers hope the garden will reduce blight and play a role in tackling crime. The garden is at the site where Christine Abrams' 1-year-old German shepherd, Ella, starved to death. Abrams, who was recently released from jail, donated the property to St

COCOA

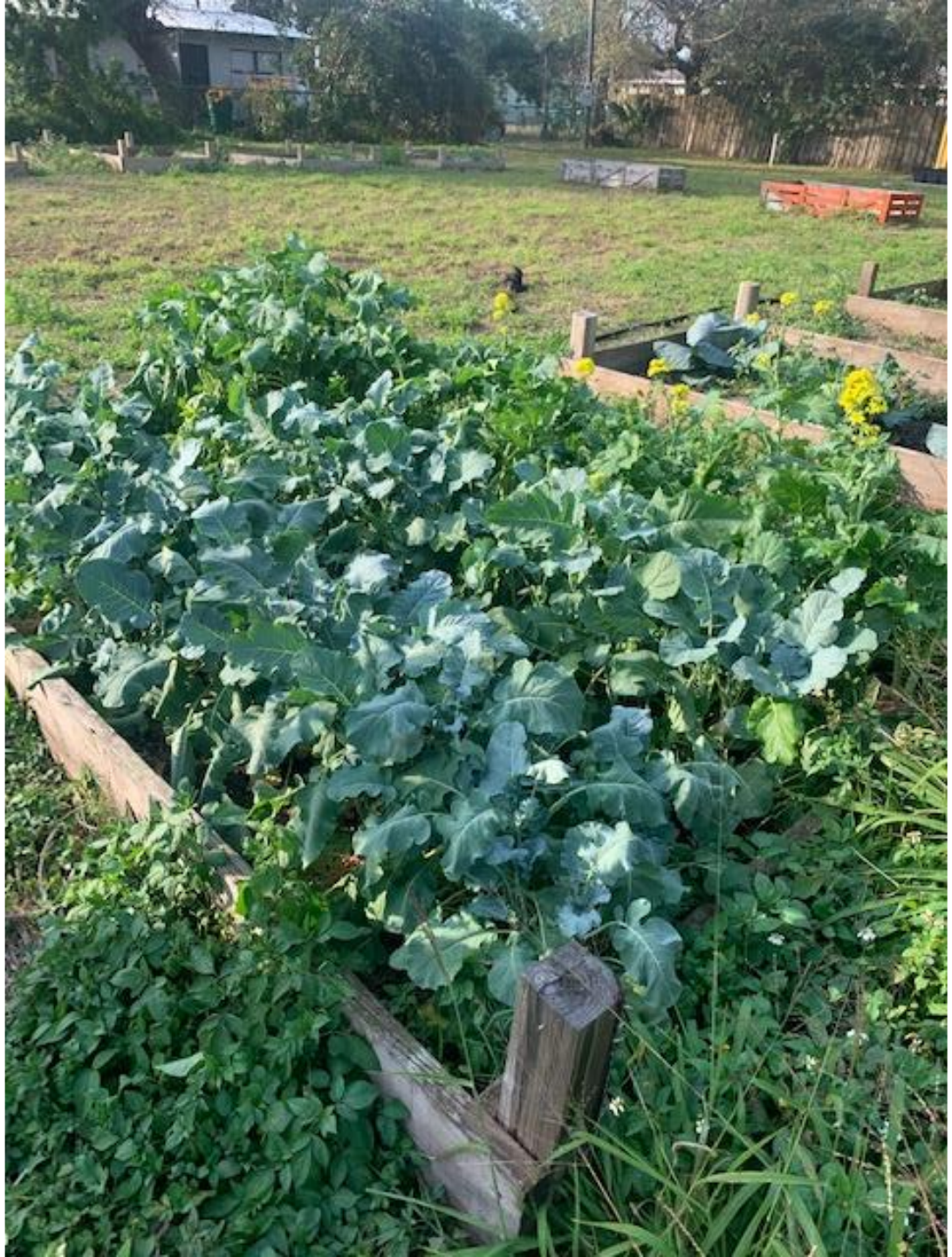
Community garden planting today. Planting at St. Mark's Episcopal Community Garden takes place at 5 p.m. today at 1112 Peachtree St. Call 403-1009.

In 2008, 1112 Peachtree St was donated to St, Mark's Episcocal Church by Christine Abrams after a tragic situation. The Church and the Cocoa Police Department started a garden to enhance the community.

EXHIBIT A: Community Garden Presentation by M. Weiss



- In 2018, Eagle Scout Dane Layman, after talking with the Sustainability Advisory Board, put in 12 raised beds. The garden grew a beautiful harvest of turnips, cabbage, mustards, broccoli, herbs, peas and more since last fall.




DIAMOND
COMMUNIT
1112 PEACH
Sponsored by:
DIAMOND SQUARE



Seed to Harvest Experience s



Benefits of the 1112 Peachtree Community Garden in Cocoa







Edible Education and Good Nutrition

Food Confidence

Agriculture is a leading Florida industry. Agrotourism is growing . Gardens are healthy.

Children should know about food



The next generation

natural gardeners





Added Benefit: The City has free property maintenance





What's Next?

- Members of the City of Cocoa Sustainability Advisory Board, Christ Central, Celebration Tabernacle, and the Rotary Club of Merritt Island have created ready to plant beds for residents, churches, and organizations participating in a seeding and harvesting for a Sharing Table Harvest as part of the outreach of the Cocoa/Rockledge Pastor's Fellowship started in 2010 with Pastor Don from Christ Central and Pastor Beckford from Celebration Tabernacle

How can the City help?

- Potable Water
- 3 year commitment for the garden
- Advertise and take pride in the garden
- Offer suggestions and get involved!

Special Thanks

- Celebration Tabernacle and Christ Central
- Rotary Club of Merritt Island
- Cocoa Police and Fire Department
- City of Cocoa Councilpersons: Rip Dyal, Alex Goins, and Lorraine Koss
- City of Cocoa City Manager Stockton Whitten and Charlene Neuterman
- College Greens Residents who contributed

City of Cocoa Parks and Recreation Capital Improvements

August 24th, 2021

EXHIBIT B: City of Cocoa Parks & Recreation Capital Improvements Presentation

Recent District 4 Improvements

Provost Park West – Field Lighting



Recent District 4 Improvements

New Playgrounds

Junny Rios Martinez Park





Carl E. Anderson Park





Manor Park





Recent District 4 Improvements

- Travis Park Community Center Half to Full Court Conversion



Proposed District 4 Improvements

- Proposed Paving of the Don “Mo” Stradley Park parking lot (pending funding)



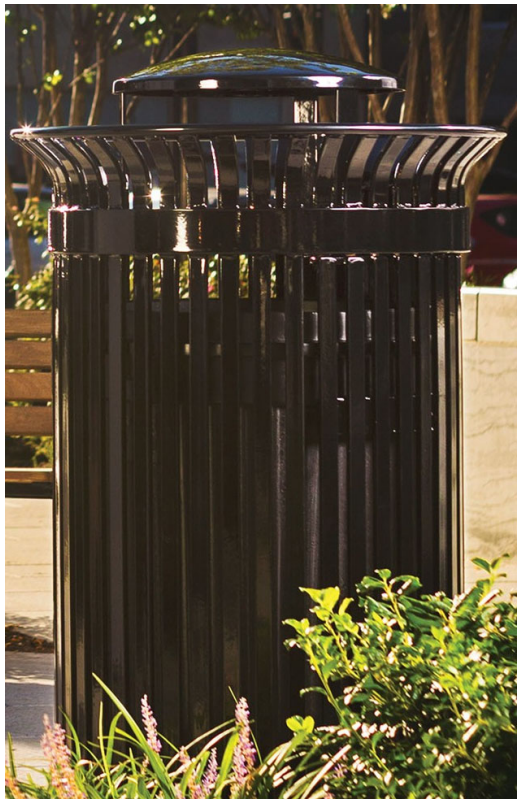
City Funded Improvements

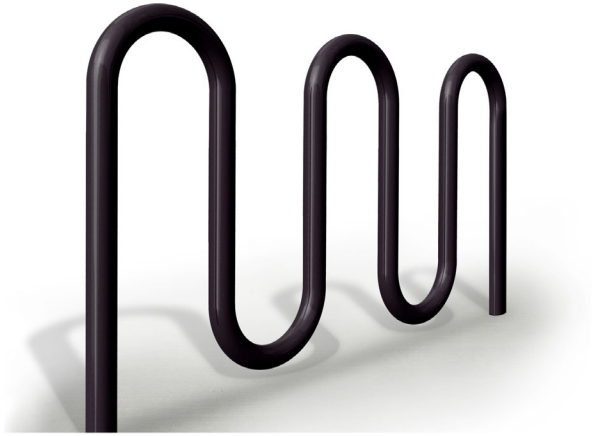
- New Double-Sided Monument Signs with recycled plastic.



City Funded Improvements

- Matching Victor Stanley Benches, Trash Receptacles, and Bike Racks.







City Funded Improvements

- New low maintenance water fountains and picnic tables.





Carl E. Anderson Park – Restroom



RZK Architects RZK, Inc.
600 FLORIDA AVENUE
SUITE 201
COCOA, FL 32922
T 321.631.8039
F 321.639.6872
www.ARCHITECTSRZK.com
JOHN C. ZWICK, AR0009527

SUBMITTALS

ANDERSON PARK

PROJECT ADDRESS

DRAWING TITLE

CONCEPT AERIAL PLAN

DATE: 07-6-2021
JOB NO.: 2021.21
DRAWN BY: ZWICK
CHECKED BY:

DRAWING NO.

CP-1.0

DESIGNED TO PRINT IN COLOR

COCOA FLORIDA

Gilmore Community Park – Restroom



RZK Architects RZK, Inc.
600 FLORIDA AVENUE
SUITE 201
COCOA, FL 32922
T 321.631.8039
F 321.639.6872
www.ARCHITECTSRZK.com
JOHN C. ZWICK, AR0009527

SUBMITTALS

PROJECT ADDRESS

DRAWING TITLE

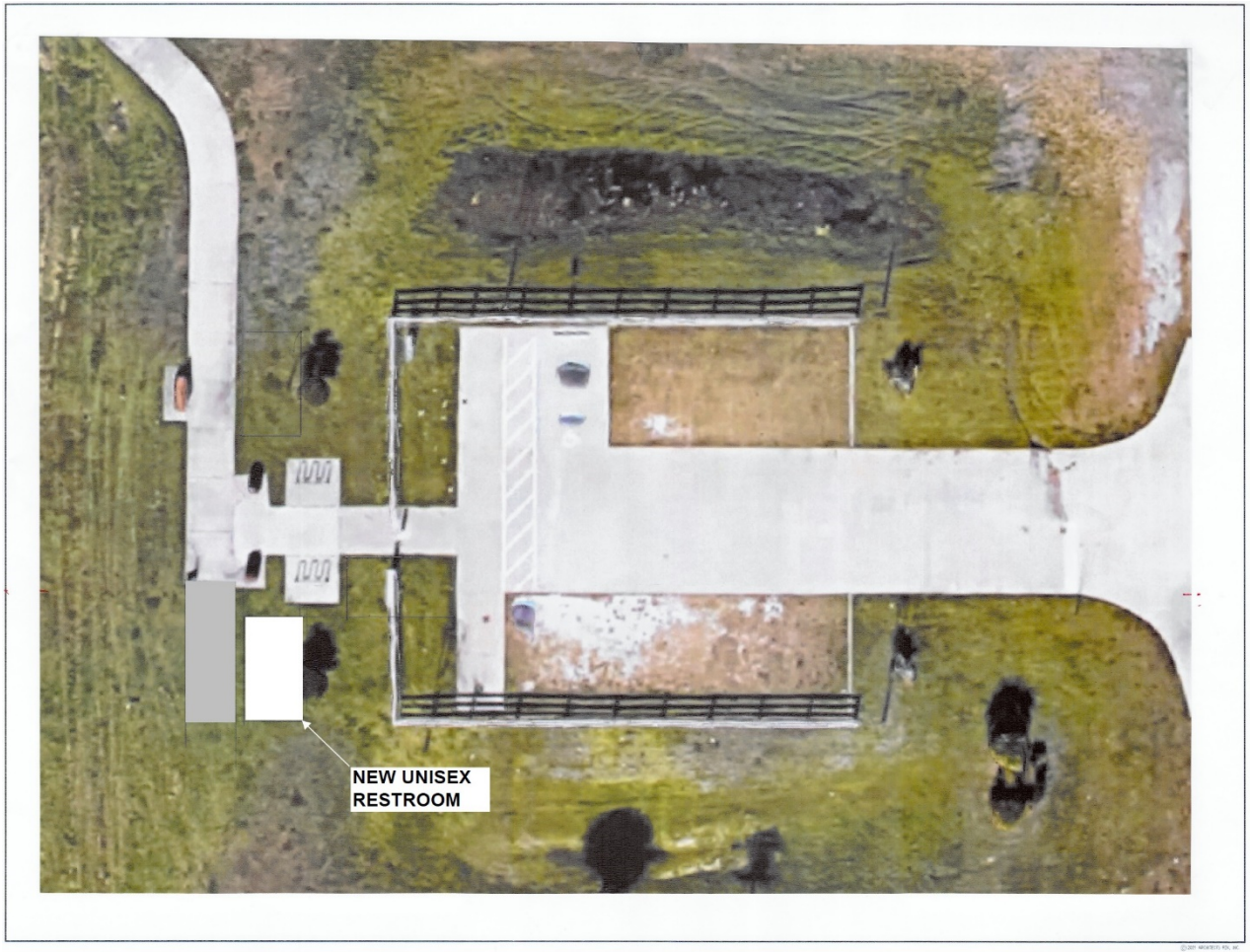
DATE:
JOB NO.:
DRAWN BY:
CHECKED BY:

DRAWING NO.:

DESIGNED TO PRINT IN COLOR

COCOA FLORIDA

Bracco Pond Park – Restroom



RZK
Architects RZK, Inc.
600 FLORIDA AVENUE
SUITE 201
COCOA, FL 32922
T 321.631.8039
F 321.639.6872
www.ARCHITECTSRZK.com
JOHN C. ZWICK, AR0009527

SUBMITTALS

BRACCO
POND
PARK

PROJECT ADDRESS

DRAWING TITLE:

CONCEPT
AERIAL
PLAN

DATE: 07.06.2021
JOB NO.: 2021.22
DRAWN BY: ZWICK
CHECKED BY: ZWICK

DRAWING NO.:

CP-1.0

DESIGNED TO PRINT IN COLOR

COCOA FLORIDA

Bracco Pond Park – Restroom

Council Action:

- Staff recommends that the Bracco Pond Park Restroom be eliminated due to available funding.
- Staff recommends the incorporation of 8-12 fitness stations around the walking path.
- Staff recommends the remaining balance of funds to be utilized as contingency where needed for the other improvements projects.

Junny Rios Martinez Park – New Splash Pad & Pavilion



RZK Architects RZK, Inc.
600 FLORIDA AVENUE
SUITE 201
COCOA, FL 32922
T 321.631.8039
F 321.639.6872
www.ARCHITECTSRZK.com
JOHN C. ZWICK, AR0009527

SUBMITTALS

PROJECT ADDRESS

DRAWING TITLE:

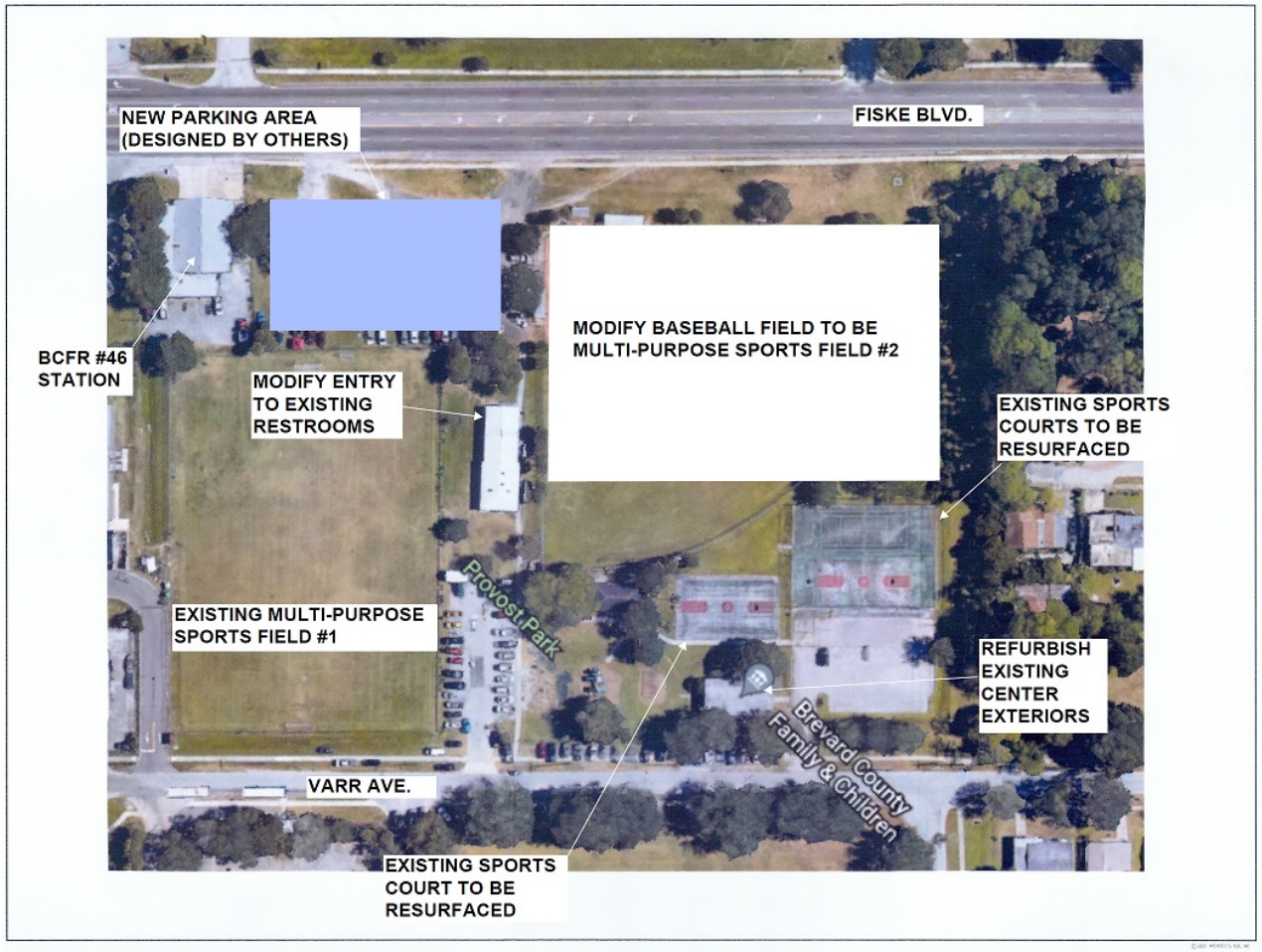
DATE:
JOB NO.:
DRAWN BY:
CHECKED BY:

DRAWING NO.:

DESIGNED TO PRINT IN COLOR

COCOA FLORIDA

Provost Park Improvements



RZK Architects RZK, Inc.
600 FLORIDA AVENUE
SUITE 201
COCOA, FL 32922
T 321.631.8039
F 321.639.8872
www.ARCHITECTSRZK.com
JOHN C. ZWICK, AR0009527

SUBMITTALS

PROVOST
PARK

DRAWING TITLE:
AERIAL
CONCEPT
PLAN

DATE: 07-06-2021
JOB NO.: 2021.26
DRAWN BY: ZWICK
CHECKED BY: ZWICK
DRAWING NO.:

CP-1.0

DESIGNED TO PRINT IN COLOR

COCOA FLORIDA

Provost Park Improvements

Police Dept. Provost Annex:

- Office space for Code Enforcement, CRU, VA.
- Provides a police presence in the park and enhances community relations.
- Overnight officers could use for reports or breaks.
- $60,000 allocation for this building will be utilized to renovate the building for PD's operational needs.
- Staff is seeking council approval for the Police Department to occupy this building.

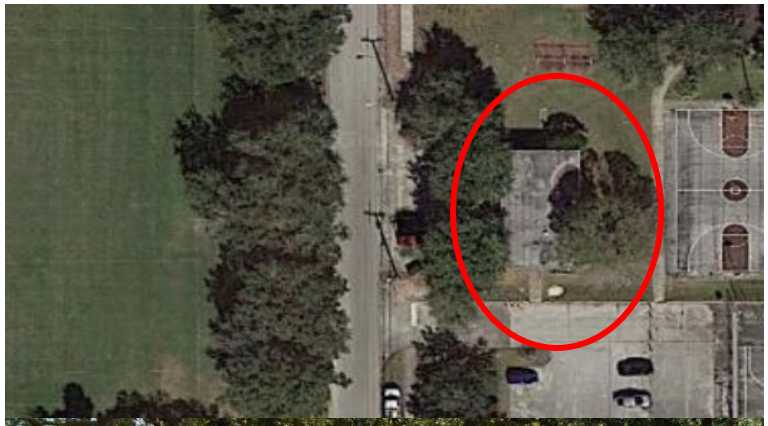




EXHIBIT C: Final Art Selections for Cocoa Village Playhouse


Laura

From: Samantha Senger
To: Carie Shealy
Subject: RE: Statement from Dr. Hawkins-Smith
Date: Wednesday, September 1, 2021 10:34:06 AM
Attachments: image009.png
image016.png

If the council votes on the artwork that is based on the art deco style of the Playhouse, the artists will provide an image to be placed in the center that reflects either the drama masks or the performing arts. Also, the colors will be the exact specified colors of the interior of the Playhouse which is the metallic gold and burgundy. If this design is chosen, it is my belief that it is a design that can be used throughout the village by changing the interior image to reflect the desired theme based on where the artwork is placed.

Samantha Senger, APR, CPRC, APIO
Assistant to the City Manager and
Public Information Officer
65 Stone St., Cocoa, FL 32922
(321) 433-8685 I ssenger@cocoafl.org



Stay Connected: www.CocoaFL.org

From: Carie Shealy <cshealy@cocoafl.org>
Sent: Wednesday, September 1, 2021 10:05 AM
To: Samantha Senger <ssenger@cocoafl.org>
Subject: Statement from Dr. Hawkins-Smith

Hi Sam,
I am working on the minutes from the last meeting. Can you forward me the statement from Stacy that you read into the record please?

Thanks!

Carie E. Shealy, MMC, MAA
City Clerk
65 Stone St., Cocoa, FL 32922
(321) 433-8484 I cshealy@cocoafl.org



Stay Connected: www.CocoaFL.org

City of Cocoa

65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	21-600	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	8/31/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Legislative update at the State level by Representative Tyler Sirois. (Representative Sirois)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	RE Representative Sirois Speaking at City Council Meeting - September 14 2021.msg				

Date	Ver.	Action By	Action	Result

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From: Rinaldi, Angelique
To: Carie Shealy
Subject: RE: Representative Sirois Speaking at City Council Meeting - September 14, 2021
Date: Tuesday, August 31, 2021 2:59:03 PM
Attachments: image001.jpg
image002.png
image003.jpg
image004.jpg
image005.jpg
image006.jpg
image007.jpg
image008.png
image009.jpg

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Great, thank you!

From: Carie Shealy <cshealy@cocoafl.org>
Sent: Tuesday, August 31, 2021 2:56 PM
To: Rinaldi, Angelique <Angelique.Rinaldi@myfloridahouse.gov>
Subject: RE: Representative Sirois Speaking at City Council Meeting - September 14, 2021

EXTERNAL EMAIL: This email originated from outside of the Legislature. USE CAUTION when clicking links or opening attachments unless you recognize the sender and know the content is safe.

Yes, he should be there by 6 pm. Presentations are right after the roll call/ pledge, etc. At this point he is the only presentation, so regardless, he will be first on the agenda.

Carie E. Shealy, MMC, MAA
City Clerk
65 Stone St., Cocoa, FL 32922
(321) 433-8484 I cshealy@cocoafl.org

Stay Connected: www.CocoaFL.org

From: Rinaldi, Angelique <Angelique.Rinaldi@myfloridahouse.gov>
Sent: Tuesday, August 31, 2021 1:44 PM
To: Carie Shealy <cshealy@cocoafl.org>
Subject: Re: Representative Sirois Speaking at City Council Meeting - September 14, 2021

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Hi Carie,

Thank you for taking care of that. Do you know what time he should arrive for his presentation?

There will be no PowerPoint; he will be speaking only.

Let me know if you have any other questions.

Thank you,

Angelique Rinaldi
Legislative Assistant
Representative Tyler I. Sirois
District 51

Sent from my iPhone

From: Carie Shealy <cshealy@cocoafl.org>
Sent: Tuesday, August 31, 2021 12:56:55 PM
To: Rinaldi, Angelique
Subject: RE: Representative Sirois Speaking at City Council Meeting - September 14, 2021

EXTERNAL EMAIL: This email originated from outside of the Legislature. USE CAUTION when clicking links or opening attachments unless you recognize the sender and know the content is safe.

Good afternoon,
I have placed you on the agenda. They allow around 10 minutes for presentations. Also, if he is going to have a powerpoint to show, can you please have it to me by Monday, 9/13 at 4 pm at the latest, that way it can be reviewed and sent to IT to upload?

Thank you!

Carie E. Shealy, MMC, MAA
City Clerk
65 Stone St., Cocoa, FL 32922
(321) 433-8484 I cshealy@cocoafl.org

Stay Connected: www.CocoaFL.org

From: Rinaldi, Angelique <Angelique.Rinaldi@myfloridahouse.gov>
Sent: Tuesday, August 31, 2021 12:21 PM
To: Carie Shealy <cshealy@cocoafl.org>
Subject: RE: Representative Sirois Speaking at City Council Meeting - September 14, 2021

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Hi Carie,

Just wanted to follow up on my below email.

Thank you,

Angelique Rinaldi

Legislative Assistant

District: 321-449-5111

Tallahassee: 850-717-5051

Representative Tyler I. Sirois, District 51

Florida House of Representatives

Seal

Florida has a very broad public records law. Most written communication to or from state officials regarding state business are considered to be public record and will be made available to the public and the media upon request. Your email message may, therefore, be subject to public disclosure.

From: Rinaldi, Angelique
Sent: Friday, August 27, 2021 8:19 AM
To: 'cshealy@cocoafl.org' <cshealy@cocoafl.org>
Subject: Representative Sirois Speaking at City Council Meeting - September 14, 2021
Importance: High

Good morning Carie,

Upon invitation of Councilwoman Koss, Representative Sirois is interested in speaking at the September 14th City Council Meeting. I believe it will be a brief legislative update at the state level, and I believe at some point Councilwoman Koss would like to speak on a stormwater project in unincorporated Cocoa. Councilwoman Koss indicated that I should reach out to you to see if he can be added to the presentations scheduled that evening. Please call me at (321) 449-5111 with any questions.

Thank you for your assistance.

Thank you,

Angelique Rinaldi

Legislative Assistant

District: 321-449-5111

Tallahassee: 850-717-5051

Representative Tyler I. Sirois, District 51

Florida House of Representatives

Seal

Florida has a very broad public records law. Most written communication to or from state officials regarding state business are considered to be public record and will be made available to the public and the media upon request. Your email message may, therefore, be subject to public disclosure.

PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.

PLEASE NOTE: Florida has a very broad public records law. Most written communications (including contents of emails and email addresses) to or from City of Cocoa officials and employees regarding public business are public records available to the public and media upon request. Your written and e-mail communications may be subject to public disclosure. If you do not want your written and email communications released in response to a public records request, do not send written or email communications to City of Cocoa officials and employees. Instead, contact this office by phone.

Legislation Details (With Text)

File #:	21-422	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	6/8/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	To Approve the Fifth Amendment to the License Agreement with T-Mobile South, LLC, Successor in Interest to APT Tampa/Orlando, Inc...				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	A2C0020A - Partially executed Amendment #5.pdf T-Mobile South, LLC Original Lease.pdf T-Mobile South, LLC Amendment #1.pdf T-Mobile South, LLC Amendment #2.pdf T-Mobile South, LLC Amendment #3.pdf T-Mobile South, LLC Amendment #4.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2021
Agenda Date: September 14, 2021
Prepared By: Katherine D. Ennis, P.E., Deputy Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the Fifth Amendment to the License Agreement with T-Mobile South, LLC, Successor in Interest to APT Tampa/Orlando, Inc.

BACKGROUND:

The City is party to an existing License Agreement for Wireless Communication Antenna on Existing Water Tower (“Lease”) with APT Tampa/Orlando, Inc. dated August 11, 1997, wherein the City agreed to lease certain City property to APT Tampa/Orlando, Inc. for the construction, operation, and maintenance of a telecommunications tower.

The Lease was set to expire on July 28, 2012. MD7, on behalf of T-Mobile South, LLC, negotiated with the City to propose a slight reduction in rent obligations and an extension of the Lease for an additional initial term of five (5) years commencing on July 1, 2012, with the option to automatically extend the term for two (2) additional five (5) year terms without further action by the Licensee. The end of the first five-year extension is July 1, 2022.

On October 26, 2010, City Council approved the First Amendment to this Agreement providing for the

rent reduction and term extension.

On December 13, 2016, City Council approved the Second Amendment to the License Agreement to add an additional six (6) pieces of equipment to the current Lease to include three (3) antennas and three (3) radios.

On January 9, 2019, City Council approved the Third Amendment to the License Agreement to install a 15KW generator with a 211 gallon tank on a 5' x 8' pad.

On March 8, 2021, City Council approved the Fourth Amendment to the License Agreement to remove six (6) existing radios, replace three (3) antennas and three (3) radios, and add one (1) box/hybrid cable combo.

Staff is requesting City Council approval of the Fifth Amendment to the License Agreement with T-Mobile to replace six (6) antennas, three (3) radios, and four (4) equipment cabinets. (See Exhibit 5-A attached). The additional facilities are the property of T-Mobile and not a third party carrier.

This addendum will not affect the current rental rates associated with this Agreement.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Cell tower lease and rental revenue is budgeted in FY2021 in the General Fund Rentals and Leases Account # 001-0000-362.00-00. This amendment does not alter the current rental rates.

PREVIOUS ACTION:

On October 26, 2010, City Council approved the First Amendment to the License Agreement providing for the rent reduction and term extension.

On December 13, 2016, City Council approved the Second Amendment to the License Agreement.

On January 9, 2019, City Council approved the Third Amendment to the License Agreement.

On March 8, 2021, City Council approved the Fourth Amendment to the License Agreement.

RECOMMENDED MOTION:

To Approve the Fifth Amendment to the License Agreement with T-Mobile South, LLC, Successor in Interest to APT Tampa/Orlando, Inc.

powered by Legistar™

FIFTH AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATON ANTENNA ON EXISTING WATER TOWER

THIS FIFTH AMENDMENT to License Agreement for Wireless Communication Antenna on Existing Water Tower ("Fifth Amendment") is made and entered into by and between **City of Cocoa**, a Florida municipal corporation ("Licensor"), **and T-Mobile South LLC.**, a Delaware limited liability company ("Licensee").

RECITALS

The parties hereto recite, declare, and agree as follows:

WHEREAS, Licensor and Licensee (or as applicable, their respective predecessors in interest) entered into a License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 11, 1997, (the "Lease"), as amended by that certain First Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 26, 2010, as amended by that certain Addendum to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 8, 2014, as amended by that certain Second Amendment dated December 13, 2016, as amended by the Third Amendment dated January 9, 2019, as amended by that certain Fourth Amendment dated March 9, 2021, (collectively, the "License Agreement"), with respect to Premises located at 318 Peachtree Street, Cocoa, FL 32922.

WHEREAS, Licensor and Licensee desire to enter into this Fifth Amendment in order to modify and amend certain provisions of the License Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee covenant and agree as follows:

1. Effective on the date that Licensee begins installation as specified on the attached Exhibit "5-A", which date Licensee shall notify Licensor in writing, Licensee will have the right to modify its Antenna Facilities as described and depicted on Exhibit "5-A", which is attached hereto and by this reference incorporated herein, and Licensor hereby consents to and approved of the modifications described and depicted on Exhibit "5-A" in all respects.

2. The terms and conditions of the License Agreement are incorporated herein by this reference, and capitalized terms used in this Fifth Amendment shall have the same meanings such terms are given in the License Agreement. Except as specifically set forth herein, this Fifth Amendment shall in no way modify, alter, or amend the remaining terms of the License Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of

the Lease and this Amendment, the terms and conditions of this Fifth Amendment will govern and control.

3. Licensor represents and warrants to Licensee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Fifth Amendment, or if any such third party consent or approval is required, Licensor has obtained any and all such consents or approvals.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

City of Cocoa,

By: _____

Name: _____

Title: _____

Date: _____

T-Mobile South LLC,

By: _____

Name: Jess Lak

Title: Director, Central Florida Network Operations

Date: 5/11/21

TMO Legal
2021.07.06
11:28:54
-04'00'

Approved

Witnesses:

_____

Name: _____

_____

Name: _____

Witnesses:

_____

Name: Noelle Mueller

_____

Name: Michael W. Ilkerson

Exhibit 5-A

T-Mobile

T-MOBILE SITE NUMBER: A2C0020A
T-MOBILE SITE NAME: COCOA VILLAGE-WATERTANK
T-MOBILE PROJECT: MARKET SWAP

SITE ADDRESS: 318 PEACHTREE STREET COCOA, FL 32922
COUNTY: BREVARD COUNTY
SITE TYPE: WATERTANK
TOWER HEIGHT: 165'-0"

SITE INFORMATION

SITE NAME	COCOA VILLAGE-WATERTANK
SITE ADDRESS	318 PEACHTREE STREET COCOA, FL 32922
COUNTY	BREVARD COUNTY
MAP/PARCEL #	24-36-33-51-00000.0-0054.00
AREA OF CONSTRUCTION	EXISTING
LATITUDE	28.35823575°
LONGITUDE	-80.73216210°
LAT/LONG TYPE	NAD83
GROUND ELEVATION	130' AMSL
CURRENT ZONING	-
JURISDICTION	CITY OF COCOA
OCCUPANCY CLASSIFICATION	U
TYPE OF CONSTRUCTION	IIB
A.D.A. COMPLIANCE	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
PROPERTY OWNER	CITY OF COCOA 65 STONE ST COCOA, FL 32922
TOWER OWNER	CITY OF COCOA - -
CARRIER/APPLICANT	T-MOBILE 5901 BENJAMIN CENTER DR. #110 A-B, TAMPA, FL 33634

DRAWING INDEX

SHEET #	SHEET DESCRIPTION
T-1	TITLE SHEET
T-2	GENERAL NOTES
C-1.1	SITE PLAN
C-1.2	EXISTING & FINAL EQUIPMENT PLANS
C-2.1	FINAL ELEVATION PLANS
C-2.2	EXISTING & FINAL ANTENNA PLANS
C-3	EQUIPMENT DETAILS & COAX COLOR CODING
C-4	EQUIPMENT SPECS
G-1	TYPICAL FINAL GROUNDING SCHEMATIC
G-2	GROUNDING DETAILS

ALL DRAWINGS CONTAINED HEREIN ARE FORMATTED FOR 22X34. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

CALL FLORIDA ONE CALL (800) 432-4770 CALL 3 WORKING DAYS BEFORE YOU DIG! 811

LOCATION MAP



NO SCALE

PROJECT TEAM

A&E FIRM	IRISH TOWER 4403 BERMUDA DRIVE SUGAR LAND, TX 77479 JACOB.GORALSKI@IRISHTOWER.COM
SMARTLINK CONTACTS	1997 ANNAPOLIS EXCHANGE PARKWAY SUITE 200 ANNAPOLIS, MD 21401
	KATHERINE LEBOVITZ - PROJECT MANAGER KATHERINE.LEBOVITZ@SMARTLINKGROUP.COM
	- - CONSTRUCTION MANAGER -

PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO ENHANCE BROADBAND CONNECTIVITY AND CAPACITY TO THE EXISTING ELIGIBLE WIRELESS FACILITY.

ANTENNA SCOPE OF WORK
- REMOVE (6) ANTENNAS
- REMOVE (3) RRUs
- REMOVE (3) COVPs
- REMOVE (3) HYBRID CABLES
- INSTALL (6) ANTENNAS
- INSTALL (3) RADIOS
- INSTALL (3) ERICSSON HYBRID TRUNK CABLES

EQUIPMENT SCOPE OF WORK
- REMOVE (4) EQUIPMENT CABINETS
- REMOVE COVP
- INSTALL ERICSSON 6160 EQUIPMENT CABINET
- INSTALL ERICSSON B160 BATTERY CABINET
- INSTALL PSU 48 15 IN 6160 CABINET
- INSTALL NEW 200A PPC ON H-FRAME

APPLICABLE CODES/REFERENCE DOCUMENTS

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

CODE TYPE	CODE
BUILDING	2020 FBC, 7th EDITION
MECHANICAL	2017 IMC
ELECTRICAL	2017 NEC

REFERENCE DOCUMENTS

MOUNT ANALYSIS	IRISH TOWER, LLC
DATED	MAY 25, 2021 W/ MODIFICATIONS
RFDS REVISION	7
DATED	04/02/2021

T-Mobile
5901 BENJAMIN CENTER DR. #110 A-B, TAMPA, FL 33634

smartlink
1997 Annapolis Exchange Parkway Suite 200 Annapolis, MD 21401 410-269-6488

IRISH TOWER

T-MOBILE SITE NUMBER: A2C0020A

318 PEACHTREE STREET COCOA, FL 32922

EXISTING 165'-0" WATERTANK

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	CHK / APP
0	06/01/2021	JMR	FINAL CDs	JMG

JACOB GORALSKI LICENSE No 78314 STATE OF FLORIDA PROFESSIONAL ENGINEER

06/01/2021

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER:	REVISION:
T-1	0

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
   CONTRACTOR: GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION
   CARRIER: T-MOBILE
   TOWER OWNER: CITY OF COCOA
2. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCALITIES. IT IS ASSUMED THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKEPEOPLE WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.
3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, FORMWORK, SHORING, ETC. SITE VISITS BY THE ENGINEER OR HIS REPRESENTATIVE WILL NOT INCLUDE INSPECTION OF THESE ITEMS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY
4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT. AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.
5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE DIMENSIONS, MEASUREMENTS, AND/OR CLEARANCES SHOWN IN THE CONSTRUCTION DRAWINGS PRIOR TO FABRICATION OR CUTTING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE DISCREPANCIES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTIFIED AS SOON AS POSSIBLE.
6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CROWN CASTLE.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
10. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CARRIER AND CROWN CASTLE PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION AND IS TO DETERMINE THE BEST ROUTING OF ALL CONDUITS FOR POWER, AND TELCO AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELCO, AND GROUNDING PLAN DRAWINGS.
12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF CROWN CASTLE USA INC.
13. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
14. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.

CONCRETE, FOUNDATIONS, AND REINFORCING STEEL

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 psf
3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (f'_c) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE. NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90°F AT TIME OF PLACEMENT
4. CONCRETE EXPOSED TO FREEZE-THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES. AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER-TO-CEMENT RATIO (W/C) OF 0.45.
5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185. ALL SPLICES SHALL BE CLASS "B" TENSION SPLICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED OTHERWISE. YIELD STRENGTH (F_y) OF STANDARD DEFORMED BARS ARE AS FOLLOWS:
   #4 BARS AND SMALLER ..... 40 ksi
   #5 BARS AND LARGER ..... 60 ksi
6. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
   CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH ..... 3"
   CONCRETE EXPOSED TO EARTH OR WEATHER:
   #6 BARS AND LARGER ..... 2"
   #5 BARS AND SMALLER ..... 1-1/2"
   CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
   SLAB AND WALLS ..... 3/4"
   BEAMS AND COLUMNS ..... 1-1/2"
7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.6.

GREENFIELD GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GES'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE. BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS. THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES. #6 STRANDED COPPER OR LARGER FOR INDOOR BTS. #2 BARE SOLID TINNED COPPER FOR OUTDOOR BTS.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK. CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
15. APPROVED ANTIOXIDANT COATINGS (i.e. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 6 ft OF MAIN GROUND RING WITH (1) #2 BARE SOLID TINNED COPPER GROUND CONDUCTOR.
19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL SUCH AS PVC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (i.e., NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TINNED COPPER IN 3/4" NON-METALLIC, FLEXIBLE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CAD-WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILICONE CAULK. (ADD TRANSITIONING GROUND STANDARD DETAIL AS SHELL).
21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE. THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP, TOWERS, AND WATER TOWERS GROUNDING RING, TO THE EXISTING GROUNDING SYSTEM. THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN 2/0 COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY).

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
   4.1 ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
   4.2 ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED. 22,000 IAC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PER THE GOVERNING JURISDICTION.
5. EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.
6. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICOID TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (i.e. PANEL BOARD AND CIRCUIT #'S).
7. PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
8. ALL TIE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
9. ALL POWER AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THHN, THWN, THWN-2, RHH90, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
10. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#6 OR LARGER) WITH TYPE THHN, THWN, THWN-2, RHH90, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI-CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 OR LARGER), WITH TYPE THHN, THWN, THWN-2, RHH90, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (90° C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. ELECTRICAL METALLIC TUBING (EMT) OR METAL-CLAD CABLE (MC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/BDs AND ALL APPROVED ABOVE GRADE PVC CONDUIT.
18. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
20. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND THE NEC.
21. WIREWAYS SHALL BE METAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (HINGED) SPECIMATE WIREWAY).
22. SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL)
23. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES (i.e. POWDER-ACTUATED) FOR ATTACHING HANGERS TO STRUCTURE SHALL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER, PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE TESTED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKNUT ON OUTSIDE AND INSIDE.
24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3R (OR BETTER) FOR EXTERIOR LOCATIONS.
25. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
26. NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
27. THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR CROWN CASTLE USA INC. BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
28. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
29. INSTALL LAMICOID LABEL ON THE METER CENTER TO SHOW "T-MOBILE".
30. ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.

CONDUCTOR COLOR CODE

SYSTEM	CONDUCTOR	COLOR
120/240V, 1Ø	A PHASE	BLACK
	B PHASE	RED
	NEUTRAL	WHITE
	GROUND	GREEN
120/208V, 3Ø	A PHASE	BLACK
	B PHASE	RED
	C PHASE	BLUE
	NEUTRAL	WHITE
	GROUND	GREEN
277/480V, 3Ø	A PHASE	BROWN
	B PHASE	ORANGE OR PURPLE
	C PHASE	YELLOW
	NEUTRAL	GREY
	GROUND	GREEN
DC VOLTAGE	POS (+)	RED**
	NEG (-)	BLACK**

* SEE NEC 210.5(C)(1) AND (2)
** POLARITY MARKED AT TERMINATION

APWA UNIFORM COLOR CODE:

WHITE	PROPOSED EXCAVATION
	TEMPORARY SURVEY MARKINGS
	ELECTRIC POWER LINES, CABLES, CONDUIT, AND LIGHTING CABLES
YELLOW	GAS, OIL, STEAM, PETROLEUM, OR GASEOUS MATERIALS
	COMMUNICATION, ALARM OR SIGNAL LINES, CABLES, OR CONDUIT AND TRAFFIC LOOPS
	POTABLE WATER
	RECLAIMED WATER, IRRIGATION, AND SLURRY LINES
	SEWERS AND DRAIN LINES

ABBREVIATIONS:

ANT	ANTENNA
(E)	EXISTING
FW	FACILITY INTERFACE FRAME
GEN	GENERATOR
GPS	GLOBAL POSITIONING SYSTEM
GSM	GLOBAL SYSTEM FOR MOBILE
LTE	LONG TERM EVOLUTION
MGB	MASTER GROUND BAR
MW	MICROWAVE
(N)	NEW
NEC	NATIONAL ELECTRIC CODE
(P)	PROPOSED
PP	POWER PLANT
QTY	QUANTITY
RECT	RECTIFIER
RBS	RADIO BASE STATION
RET	REMOTE ELECTRIC TILT
RFDS	RADIO FREQUENCY DATA SHEET
RRH	REMOTE RADIO HEAD
RRU	REMOTE RADIO UNIT
SAD	SMART INTEGRATED DEVICE
TMA	TOWER MOUNTED AMPLIFIER
TYP	TYPICAL
UMTS	UNIVERSAL MOBILE TELECOMMUNICATIONS SYSTEM
W.P.	WORK POINT

T-Mobile
3901 BENJAMIN CENTER DR. #110 A-B,
TAMPA, FL 33634

smartlink
1997 Annapolis Exchange Parkway
Suite 300
Annapolis, MD 21401
410-353-1485

IRISH TOWER

T-MOBILE SITE NUMBER:
A2C0020A

318 PEACHTREE STREET
COCOA, FL 32922

EXISTING 165'-0"
WATERTANK

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	APP'D/QC
0	06/01/2021	JHB	FINAL CDs	JEG

JACOB GORALSKI
License
No 78314
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

06/01/2021

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SHEET NUMBER:	REVISION:
T-2	0

GENERAL NOTES:

1. SUBJECT PROPERTY IS KNOWN AS PARCEL PIN, AS SHOWN ON THE JURISDICTION WEBSITE, AND IS SITUATED AT ADDRESS 1 ADDRESS 2.
2. THIS SITE DESIGN HAS BEEN PREPARED WITHOUT THE BENEFIT OF AN AS-BUILT SURVEY. SLIGHT VARIATIONS MAY EXIST BETWEEN THIS SITE PLAN AND TRUE DIMENSIONS IN THE FIELD. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS.
3. THE GENERAL CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS, AND ELEVATIONS BEFORE STARTING WORK. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.

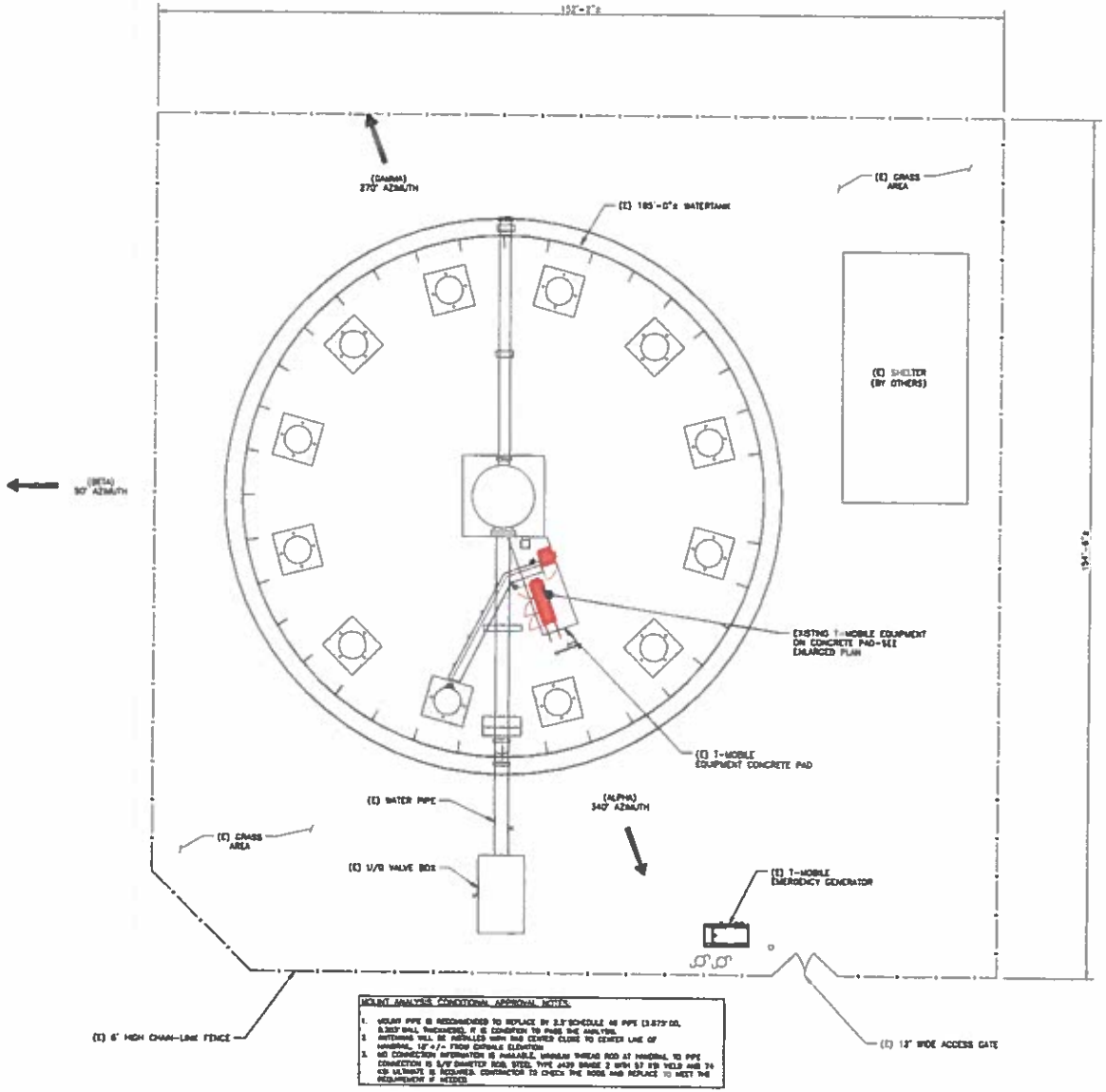
T-MOBILE STANDARD SAFETY COMPLIANCE NOTES:

AS OUTLINED BELOW, THE CONTRACTOR SHALL INSPECT THE T-MOBILE EQUIPMENT AREA AND ACCESS PATHS TO THE EQUIPMENT FOR OSHA VIOLATIONS. VIOLATIONS SHALL BE CORRECTED. DISCREPANCIES OR QUESTIONS REGARDING THE OSHA SCOPE OF WORK SHALL BE DIRECTED TO THE T-MOBILE CM.

1. RF RADIATION SIGNS SHALL BE INSTALLED AT ROOFTOP DOORS AND EACH SECTOR.
2. HOLES IN PLATFORM WALKING SURFACES SHALL BE COVERED AND SECURED WITH CARRIAGE BOLTS.
3. SECURE ALL NEW COAX AND CABLES WITH SNAP BLOCKS: 3' INCREMENTS FOR HORIZONTAL RUNS AND 4' INCREMENTS FOR VERTICAL RUNS.
4. INSTALL A NON-SLIP PATH LEADING TO THE T-MOBILE LEASE AREA.
5. HANDRAILS SHALL BE INSTALLED WITHIN 18" OF WORKING/WALKING SURFACES WHEN THE PARAPET OR THE EXPOSED WALKING EDGES RAILING IS LESS THAN 42" ABOVE WALKING EDGE.
6. TRIP HAZARDS NEAR WORKING/WALKING SURFACES SHALL BE MARKED WITH HIGH VISIBILITY AND PAINT OR TAPE.
7. INSTALL A CROSSOVER STAIR WHEN OBSTRUCTIONS PREVENT A DIRECT WALKING PATH TO THE T-MOBILE LEASE AREA.
8. PLATFORM LADDERS SHALL HAVE A CHAIN AT THE TOP WHICH CAN BE SECURED TO PREVENT ACCIDENTAL FALLS.
9. OVERHEAD OBSTRUCTIONS NEAR WORKING AND WALKING SURFACES THAT REQUIRE A PERSON TO DUCK NEED HIGH VISIBILITY PAINT OR TAPE.
10. LIGHTS NEAR THE ROOFTOP DOOR AND OR LEASE AREA SHALL BE VERIFIED AND MADE FUNCTIONAL FOR AFTER-HOURS WORK.
11. THERE SHOULD BE NO SCREWS THAT CAUSE A PENETRATIONS INTO ANY CABINETS THAT ARE NOT FACTORY PROVIDED.
12. THE CONTRACTOR SHALL PAINT ANTENNAS TO MATCH THE BUILDING ON ROOFTOP SITES.
13. VERIFY THAT THE BACK OF THE BATTERY CABINETS SHALL HAVE AT LEAST 24" CLEARANCE AND A LABEL THAT SAYS "TWO-PERSON LIFT".



2 EXISTING SITE EQUIPMENT PHOTO
SCALE:



1 SITE PLAN
SCALE: 3/32"=1'-0" (FULL SIZE) 3/64"=1'-0" (11x17)

N

T-Mobile
5901 BENJAMIN CENTER DR. #110 A-B, TAMPA, FL 33634

smartlink
1997 Annapolis Exchange Parkway Suite 300 Annapolis, MD 21401 410-260-1660

IRISH TOWER

T-MOBILE SITE NUMBER: A2C0020A

318 PEACHTREE STREET
COCOA, FL 32922

EXISTING 165'-0" WATERTANK

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	APP'D/QA
0	06/01/2021	JMG	FINAL CDs	JMG

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06/01/2021

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SHEET NUMBER:	REVISION:
C-1.1	0

EQUIPMENT LEGEND:

- EXISTING
- TO BE RELOCATED/REMOVED
- NEW

INSTALLER NOTE:

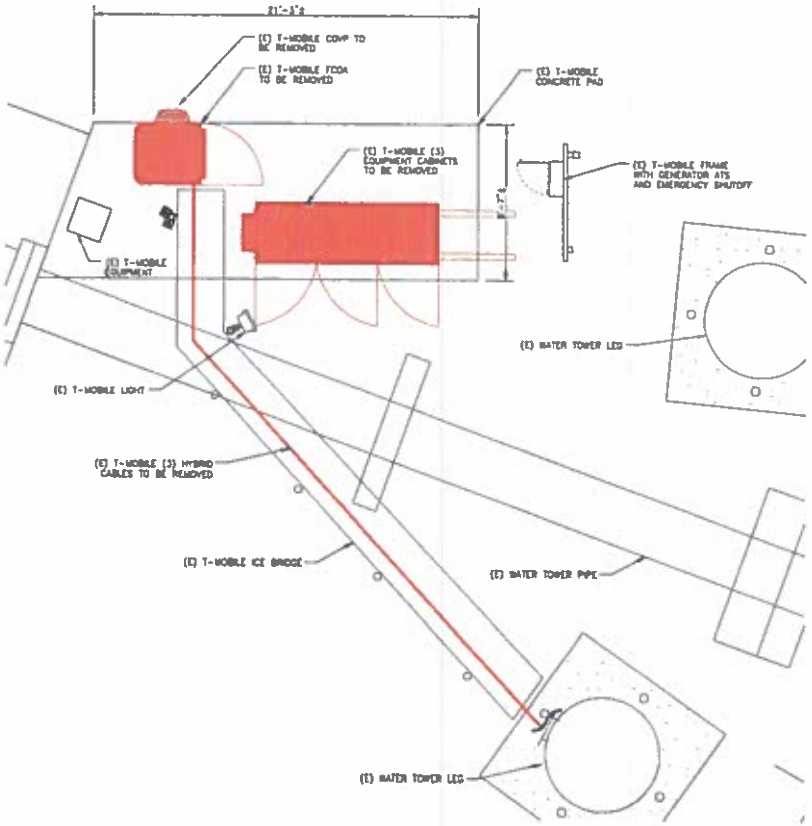
CC TO REFRENCE ERICSSON B160 AND B180 SPEC SHEETS (NOT ATTACHED)

CONDUITS MUST BE RAN AROUND THE EDGE OF THE PAD OR BE BURIED OR RAN UNDER PLATFORM AND SECURED PROPERLY. USE EMT CONDUIT WITH CAUTION TAPE FROM THE EDGE TO IN BETWEEN THE CABINETS FROM BEHIND.

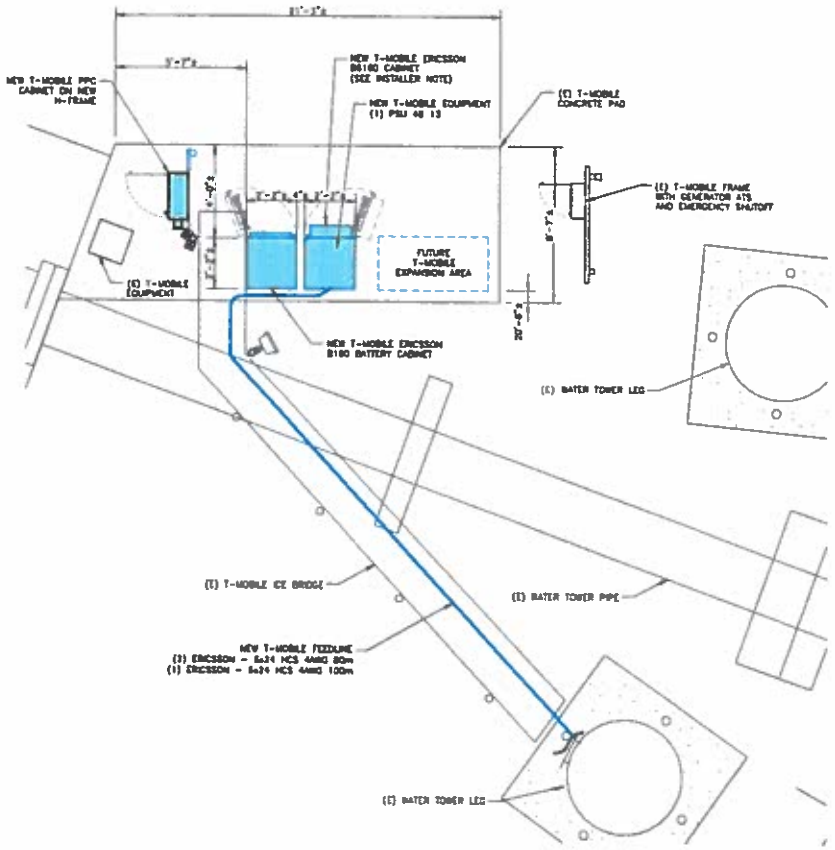
CC TO INSURE NO OBSTRUCTIONS BEHIND B160/B180 FOR PROPER SAFE REMOVAL OF REAR DOOR. UNISTRUT UP TO INCLUDING ICE BRIDGE TO BE REMOVED TO INSURE DOOR CLEARANCE.

CC TO ENSURE NO OBSTRUCTIONS OR TRIP HAZARDS ON EQUIPMENT PLATFORM/PAD.

CC TO INSTALL LED SECURITY LIGHTS W/ 4 HOUR TIMER FACING EQUIPMENT.



1 EXISTING EQUIPMENT PLAN
SCALE: 3/8"=1'-0" (FULL SIZE) 3/16"=1'-0" (11x17)



2 FINAL EQUIPMENT PLAN
SCALE: 3/8"=1'-0" (FULL SIZE) 3/16"=1'-0" (11x17)

T-Mobile
5901 BENJAMIN CENTER DR. #110 A-B, TAMPA, FL 33634

smartlink
1997 Annapolis Exchange Parkway Suite 300 Annapolis, MD 21401 410-353-5400

IRISH TOWER

T-MOBILE SITE NUMBER:
A2C0020A

318 PEACHTREE STREET
COCOA, FL 32922

EXISTING 165'-0"
WATERTANK

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	APP'D
0	06/01/2021	JMG	INITIAL CDs	JMG

JACOB GORALSKI LICENSE No 78314 STATE OF FLORIDA PROFESSIONAL ENGINEER

06/01/2021

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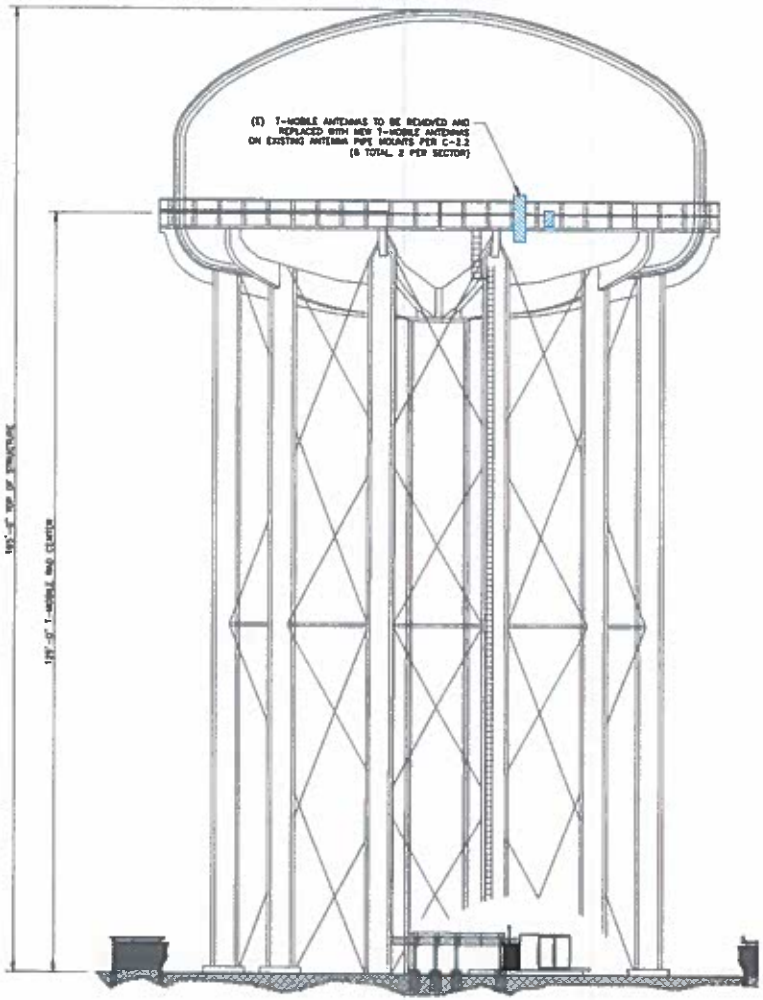
SHEET NUMBER: C-1.2
REVISION: 0

MOUNT ANALYSIS CONDITIONAL APPROVAL NOTES:

1. MOUNT PIPE IS RECOMMENDED TO REPLACE BY 2.5" SCHEDULE 40 PIPE (2.875" OD, 0.203" WALL THICKNESS). IF IS CONDITION TO PASS THE ANALYSIS.
2. ANTENNAS WILL BE INSTALLED WITH RAD CENTER CLOSE TO CENTER LINE OF MONOPOLE, 10'+/- FROM CATWALK ELEVATION.
3. NO CONNECTION INFORMATION IS AVAILABLE. SHOULD THREAD ROD AT MOUNTING TO PIPE CONNECTION BE 5/8" DIAMETER ROD, STEEL TYPE J429 GRADE 2 WITH 57 KSI YIELD AND 75 KSI ULTIMATE IS REQUIRED. CONTRACTOR TO CHECK THE RODS AND REPLACE TO MEET THE REQUIREMENT IF NEEDED.

EQUIPMENT LEGEND:

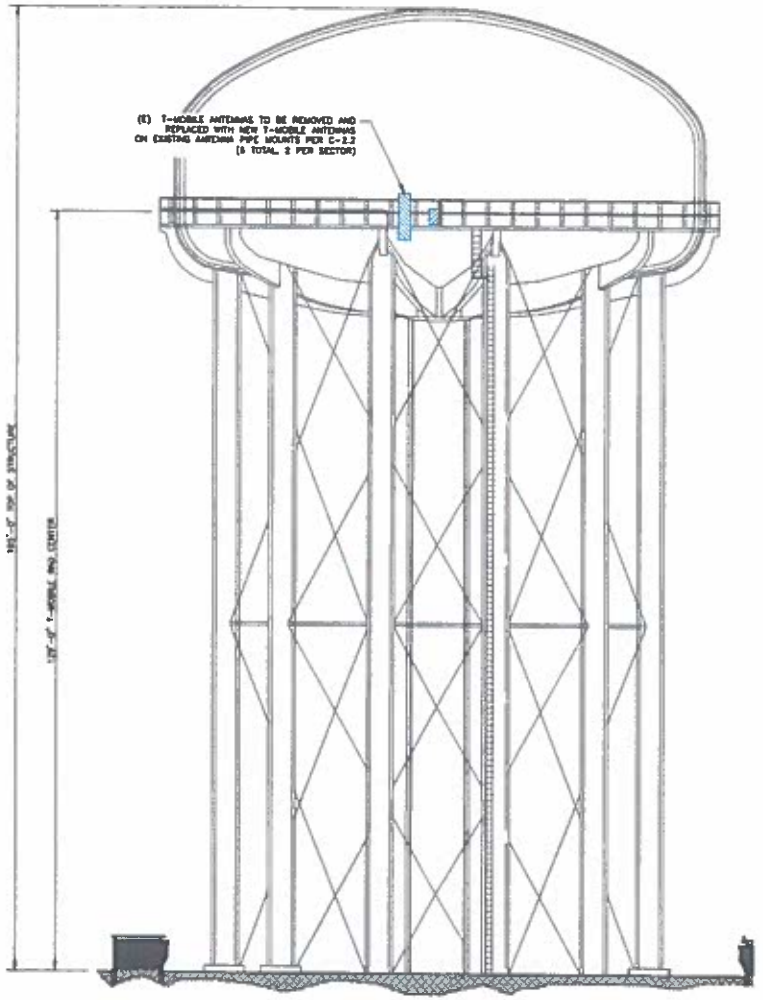
- EXISTING
- TO BE RELOCATED/REMOVED
- NEW



1 FINAL SOUTH ELEVATION
SCALE: NOT TO SCALE

MOUNT ANALYSIS CONDITIONAL APPROVAL NOTES:

1. MOUNT PIPE IS RECOMMENDED TO REPLACE BY 2.5" SCHEDULE 40 PIPE (2.875" OD, 0.203" WALL THICKNESS). IF IS CONDITION TO PASS THE ANALYSIS.
2. ANTENNAS WILL BE INSTALLED WITH RAD CENTER CLOSE TO CENTER LINE OF MONOPOLE, 10'+/- FROM CATWALK ELEVATION.
3. NO CONNECTION INFORMATION IS AVAILABLE. SHOULD THREAD ROD AT MOUNTING TO PIPE CONNECTION BE 5/8" DIAMETER ROD, STEEL TYPE J429 GRADE 2 WITH 57 KSI YIELD AND 75 KSI ULTIMATE IS REQUIRED. CONTRACTOR TO CHECK THE RODS AND REPLACE TO MEET THE REQUIREMENT IF NEEDED.



2 FINAL WEST ELEVATION
SCALE: NOT TO SCALE

MOUNT ANALYSIS NOTES:

1. THE DESIGN DEPICTED IN THESE DRAWINGS IS VALID WHEN ACCOMPANIED BY A CORRESPONDING PASSING MOUNT ANALYSIS.
2. CONSTRUCTION MANAGER / GENERAL CONTRACTOR SHALL REVIEW THE MOUNT ANALYSIS FOR ANY CONDITIONS PRIOR TO INSTALLATION.
3. ANY REQUIRED MOUNT MODIFICATION DESIGN OR MOUNT REPLACEMENT SHALL BE APPROVED BY EOR.

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TAMPA, FL 33634

smartlink
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Suite 200
Annapolis, MD 21401
410-353-5400

IRISH TOWER

T-MOBILE SITE NUMBER:
A2C0020A

318 PEACHTREE STREET
COCOA, FL 32922

EXISTING 165'-0"
WATERTANK

ISSUED FOR:

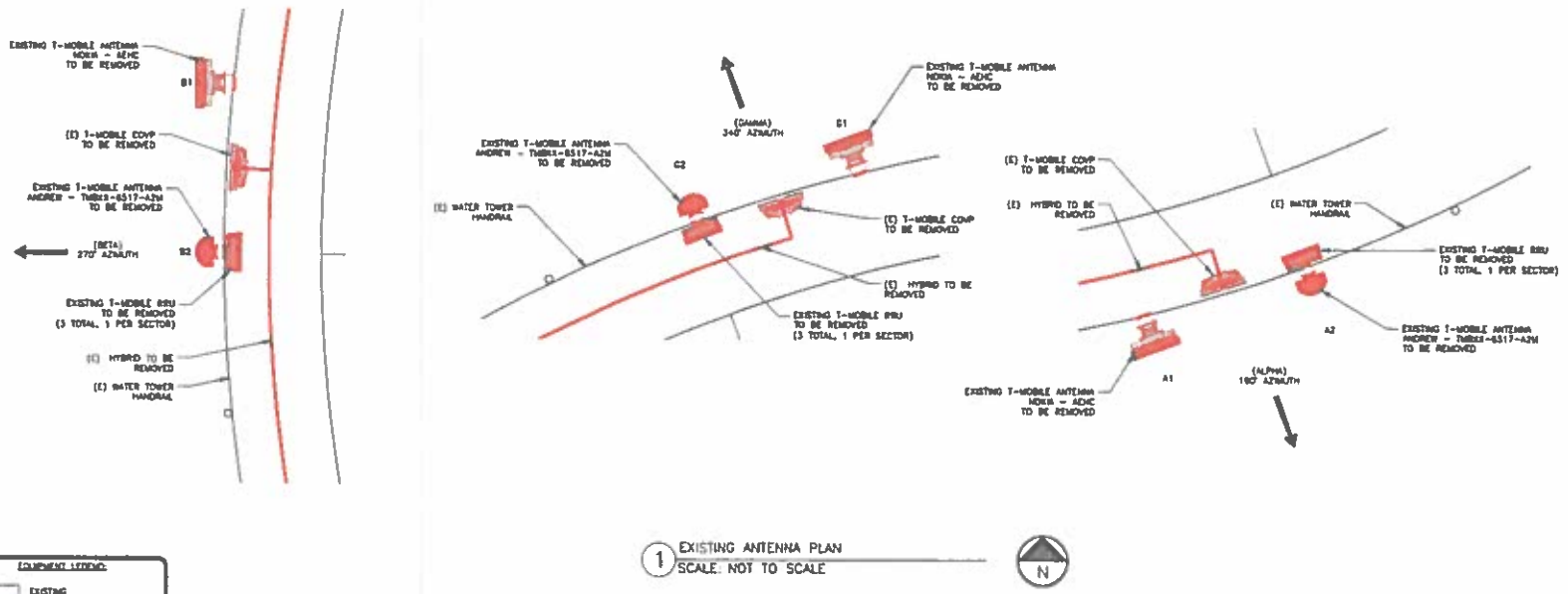
REV	DATE	DRN'N	DESCRIPTION	APP'D/QA
0	06/01/2021	JWG	FINAL CDs	MG

JACOB GORALSKI
LICENSE
No 78314
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

06/01/2021

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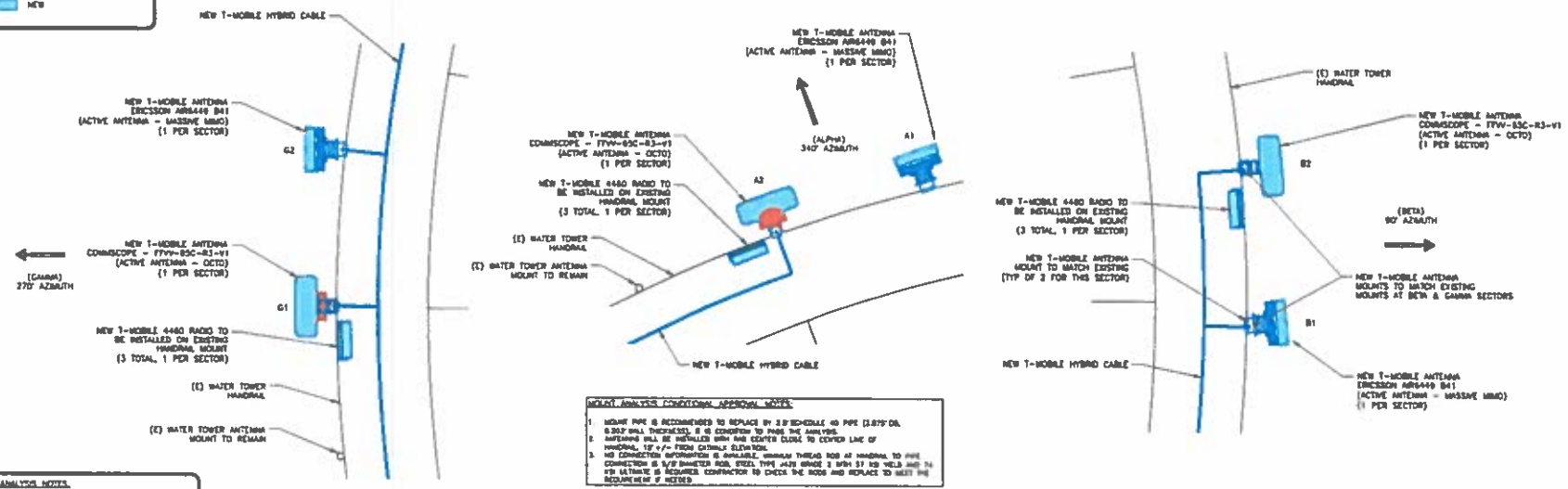


1 EXISTING ANTENNA PLAN
SCALE: NOT TO SCALE

N

EQUIPMENT LEGEND:

- EXISTING
- TO BE RELOCATED/REMOVED
- NEW



MOUNT ANALYSIS CONDITIONAL APPROVAL NOTES:

1. MOUNT PIPE IS RECOMMENDED TO BE REPLACE BY 3.5" SCHEDULE 40 PIPE (3.875" OD, 0.300" WALL THICKNESS), IF IN CONDITION TO PASS THE ANALYSIS.
2. ANTENNAS WILL BE INSTALLED WITH RAD CENTER CLOSE TO CENTER LINE OF HANDRAIL, 12' +/- FROM CATWALK ELEVATION.
3. NO CONNECTION INFORMATION IS AVAILABLE, MINIMUM THREAD ROD AT HANDRAIL TO PIPE CONNECTION IS 5/8" DIAMETER ROD, STEEL TYPE A325 GRADE 2 WITH 57 KSI YIELD AND 74 KSI ULTIMATE IS REQUIRED. CONTRACTOR TO CHECK THE RODS AND REPLACE TO MEET THE REQUIREMENT IF NEEDED.

MOUNT ANALYSIS NOTES:

1. THE DESIGN DEPICTED IN THESE DRAWINGS IS VALID WHEN ACCOMPANIED BY A CORRESPONDING PASSING MOUNT ANALYSIS.
2. CONSTRUCTION MANAGER / GENERAL CONTRACTOR SHALL REVIEW THE MOUNT ANALYSIS FOR ANY CONDITIONS PRIOR TO INSTALLATION.
3. ANY REQUIRED MOUNT MODIFICATION DESIGN OR MOUNT REPLACEMENT SHALL BE APPROVED BY EOR

2 FINAL ANTENNA PLAN
SCALE: NOT TO SCALE

N

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5901 BENJAMIN CENTER DR. #110 A-B,
TAMPA, FL 33634

smartlink

1997 Annapolis Exchange Parkway
Suite 300
Annapolis, MD 21401
410-266-3405

IRISH TOWER

T-MOBILE SITE NUMBER:
A2C0020A

318 PEACHTREE STREET
COCOA, FL 32922

EXISTING 165'-0"
WATERTANK

ISSUED FOR:

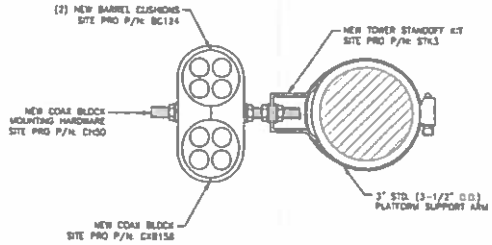
REV	DATE	DRWN	DESCRIPTION	APVD/CK
0	06/01/2021	JMG	FINAL CDs	JMG

JACOB GORALSKI
LICENSE
No 78314
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

06/01/2021

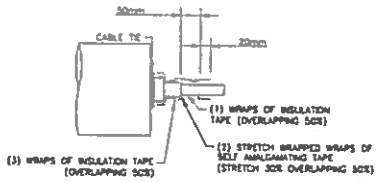
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SHEET NUMBER:	REVISION:
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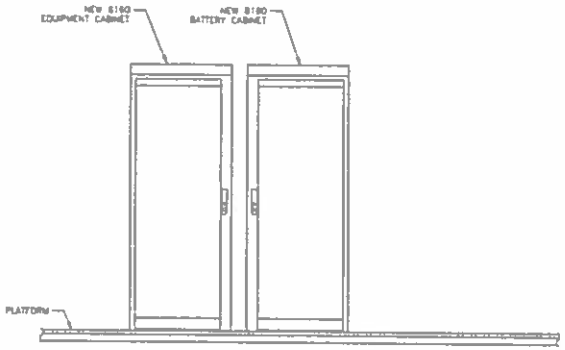


1 RF JUMPER DETAIL
SCALE: NOT TO SCALE

INSTALLER NOTE:
JUMPERS TO BE TORQUED TO 22.1 27 IN/LBS



2 RF JUMPER CONNECTION
SCALE: NOT TO SCALE



3 GROUND EQUIPMENT ELEVATION
SCALE: NOT TO SCALE

Coax Color Coding

SECTOR A	RED
SECTOR B	GREEN
SECTOR C	BLUE
SECTOR D	YELLOW
SECTOR E	WHITE
SECTOR F	BROWN
LMU	ORANGE
FIBER ID	GRAY
UNUSED COAX	PINK
MICROWAVE	CRIMSON
DIRE T-1'S + GPS DOWNLINK CABLE	ID W LABEL MAKER

FRONT OF THE ANTENNA



EXAMPLE: COAX WITH FOUR BANDS OF RED TAPE WILL REPRESENT ALPHA SECTOR AND THE 4TH PORT OF ANTENNA

COLOR CODING NOTES:

- COAX
- UNITS 1900
- UNITS AWS
- LTE
- FIBER CABLE

METALLIC TAG NOTES:

1. TWO METALLIC TAGS SHALL BE ATTACHED AT EACH END OF EVERY CABLE LONGER THAN (3) THREE FEET.
2. CABLE LESS THAN (3) THREE FEET WILL HAVE TWO METALLIC TAGS ATTACHED AT THE CENTER OF THE CABLE.
3. TAGS WILL BE FASTENED WITH STAINLESS STEEL ZIP TIES APPROPRIATE FOR CABLE DIAMETER.
4. STANDARDIZED METALLIC TAG KIT WILL BE ASSEMBLED WITH TAGS ALREADY ENGRAVED TO ACCOMMODATE ALL CONFIGURATIONS.



ANTENNA AND COAXIAL CABLE SCHEDULE

1. ALL ANTENNAS SHALL BE FURNISHED WITH DOWNTILT BRACKETS. CONTRACTOR SHALL COORDINATE REQUIRED MECHANICAL DOWNTILT FOR EACH ANTENNA WITH RF ENGINEER. ANTENNA DOWNTILT SHALL BE SET AND VERIFIED BY A SMART LEVEL.
2. CONTRACTOR SHALL INSTALL COLOR CODE RINGS ON EACH OF THE HYBRID CABLES AND JUMPER CABLES WITH UV RESISTANT TAPE. ALL CABLE SHALL BE MARKED AT TOP AND BOTTOM WITH 2" COLOR TAPE OR STENCIL TAG. COLOR TAPE MAY BE OBTAINED FROM GRAYBAR ELECTRONICS

4 COAX COLOR CODING
SCALE: NOT TO SCALE

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TAMPA, FL 33634

smartlink
1807 Annapolis Exchange Parkway
Suite 300
Annapolis, MD 21401
410-263-5405

IRISH TOWER
4000 Ironside Drive, Sugar Land, TX 77479
(281) 765-4000 www.irishtower.com

T-MOBILE SITE NUMBER:
A2C0020A

318 PEACHTREE STREET
COCOA, FL 32922

EXISTING 165'-0"
WATERTANK

ISSUED FOR:

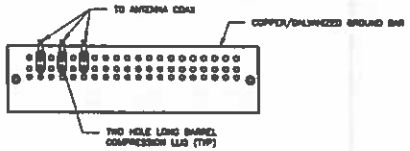
REV	DATE	DRWN	DESCRIPTION	QPS/QC
0	06/01/2021	JMB	ISSUED FOR	MG

JACOB GORALSKI
LICENSE
No 78314
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

06/01/2021

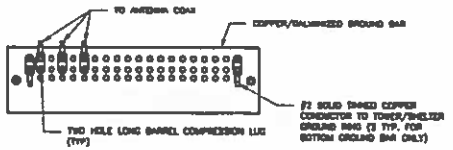
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SHEET NUMBER: C-3
REVISION: 0



NOTES:
1. DOUBLE UP "OR STACKING" OF CONNECTIONS IS NOT PERMITTED.
2. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
3. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO TOWER STEEL.

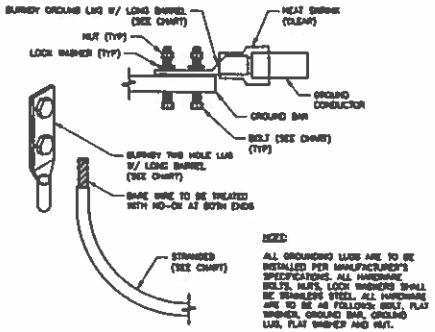
1 ANTENNA GROUND BAR DETAIL
SCALE: NOT TO SCALE



NOTES:
1. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
2. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO TOWER STEEL (TOWER ONLY).
3. GROUND BAR SHALL BE ISOLATED FROM BUILDING OR SHELTER.

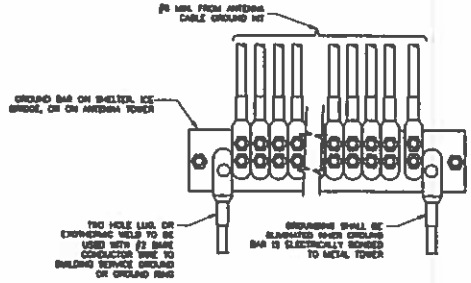
2 TOWER/SHELTER GROUND BAR DETAIL
SCALE: NOT TO SCALE

WIRE SIZE	BURNDY LUG	BOLT SIZE
#4 GREEN INSULATED	YA6C-2TC38	3/8" - 16 NC SS 2 BOLT
#2 SOLID TINNED	YA2C-2TC38	3/8" - 16 NC SS 2 BOLT
#2 STRANDED	YA2C-2TC38	3/8" - 16 NC SS 2 BOLT
#2/0 STRANDED	YA26-2TC38	3/8" - 16 NC SS 2 BOLT
#4/0 STRANDED	YA36-2N	1/2" - 13 NC SS 2 BOLT

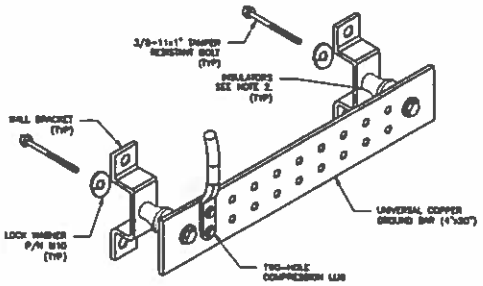


NOTE:
ALL GROUNDING LUGS ARE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ALL HARDWARE (BOLTS, NUTS, LOCK WASHERS) SHALL BE STAINLESS STEEL. ALL HARDWARE ARE TO BE AS FOLLOWS: BOLT, FLAT WASHER, GROUND BAR, GROUND LUG, FLAT WASHER AND NUT.

3 MECHANICAL LUG CONNECTION
SCALE: NOT TO SCALE

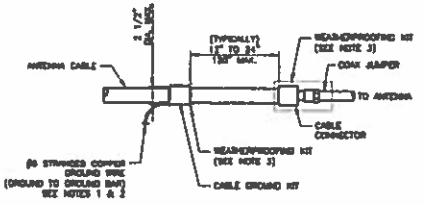


4 GROUNDWIRE INSTALLATION
SCALE: NOT TO SCALE



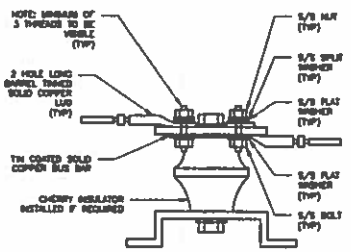
NOTES:
1. DOWN LEAD (HOME RUN) CONDUCTORS ARE NOT TO BE INSTALLED ON CROWN CASTLE USA INC. TOWER, PER THE GROUNDING DOWN CONDUCTOR POLICY DAS-STD-12001. NO MODIFICATION OR DRILLING TO TOWER STEEL IS ALLOWED IN ANY FORM OR FASHION. CAD-WELDING ON THE TOWER AND/OR IN THE AIR ARE NOT PERMITTED.
2. OMIT INSULATOR WHEN MOUNTING TO TOWER STEEL OR PLATFORM STEEL USE INSULATORS WHEN ATTACHING TO BUILDING OR SHELTERS.

5 GROUND BAR DETAIL
SCALE: NOT TO SCALE



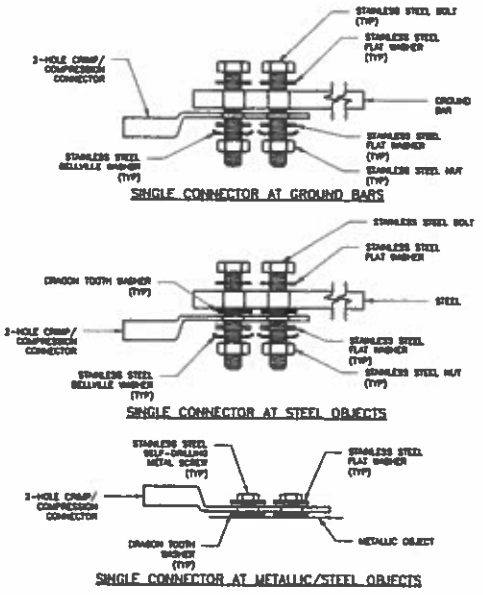
NOTES:
1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
2. GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
3. WEATHER PROOFING SHALL BE TWO-PART TAPE KIT, COLD SHRINK SHALL NOT BE USED.

6 CABLE GROUND KIT CONNECTION
SCALE: NOT TO SCALE



7 LUG DETAIL
SCALE: NOT TO SCALE

8 NOT USED
SCALE: NOT TO SCALE



9 HARDWARE DETAIL FOR EXTERIOR CONNECTIONS
SCALE: NOT TO SCALE

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Suite # 200
Annapolis, MD 21401
410-269-8488

IRISH TOWER

T-MOBILE SITE NUMBER:
A2C9020A

318 PEACHTREE STREET
COCOA, FL 32922

EXISTING 165'-0"
WATERTANK

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	CHK / QA
0	06/01/2021	JMR	FINAL CDs	JSG

JACOB GONALSKI
LICENSE
No 78314
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

06/01/2021

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SHEET NUMBER:	REVISION:
G-2	0

Document Break Sheet

Document Identification:

Document Name: A2C0020A_01_LSE_19970804_0

Document Date: 19970804

Image Name:

Location Identifier: A2C0020A

Truncated Doc Name: LSE

Document Sequence: 01

ABSTRACT

LICENSE AGREEMENT FOR WIRELESS
COMMUNICATION ANTENNA ON EXISTING WATER TOWER

THIS NON-EXCLUSIVE LICENSE AGREEMENT is entered into this 29th day of July, 1997, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, whose address is 603 Brevard Avenue, Cocoa, Florida 32922 (hereinafter "City") and **APT TAMPA/ORLANDO, INC.**, a Delaware Corporation, whose address is 8410 W. Bryn Maur, Suite 1100, Chicago, IL 60631-3486 (hereinafter "Licensee").

WHEREAS, the City is the owner and operator of a water tower located on real property owned by the City in the City of Cocoa, Florida; and

WHEREAS, the Licensee is in the communication business and desires to non-exclusively utilize a portion of the Tower and Property for the installation, operation, maintenance and repair of certain Antennae Facilities more fully defined herein; and

WHEREAS, the City is willing to grant the Licensee a non-exclusive license to a portion of the Tower and the Property in order to allow the Licensee to install, operate, maintain, and repair the Antennae Facilities pursuant to the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Licensed Premises**. The City hereby grants to the Licensee a non-exclusive license to occupy and use that certain portion of the Tower and the Property in accordance with the terms of this License Agreement.

2. **Intended Use**. The license granted by this License Agreement is for the installation, operation, repair and maintenance of the Antennae Facilities on the Tower and Property at the locations shown on the Site Plan. This use shall be non-exclusive. The Licensee may not add additional Antennae Facilities from that shown on the Site Plan, without the prior, written approval of the City, which approval shall not be unreasonably withheld or delayed. If Licensee requests additional Antennae Facilities, the City reserves the right to require additional compensation to be paid to the City and to negotiate any amendments to this Agreement deemed reasonably necessary as a result of the additional Antennae Facilities. The Licensee shall also have the right to use the Property as may be reasonably necessary to install, operate, repair, and maintain the Antennae Facilities, providing said use does not in any way interfere with the City's operation of the Tower and use of the Property.

3. **Definitions**. The following words and phrases contained in this Agreement shall have the meaning ascribed to them below unless the context clearly indicates otherwise:

3.1 **"Antennae Facilities"** shall mean Licensee's exterior transmitting or receiving device mounted on the Tower and the reasonable and necessary appurtenances thereto, including, but not limited to, cables, utility lines and equipment, and unstaffed accessory ground structures and buildings, which are located on the Property and approved by the City hereunder for the transmission and/or reception of wireless telecommunication services provided by Licensee.

3.2 **"City"** shall mean the City of Cocoa, Florida, a Florida Municipal Corporation.

3.3 **"Commencement Date"** shall mean the earlier of the date the Licensee begins construction of the Antennae Facilities or thirty (30) days after the issuance of a building permit by the City in accordance with paragraph 8. of this Agreement.

3.4 **"Effective Date"** shall mean the day and year the last party hereto has executed this Agreement.

3.5 **"License Agreement"** shall mean this Agreement between the City and Licensee.

3.6 **"Licensee"** shall mean APT Tampa/Orlando, Inc., a Delaware Corporation.

3.7 **"License Fee"** shall mean the fee paid by Licensee to City pursuant to paragraph 5 of this License Agreement.

3.8 **"Other License Request"** shall mean that phrase as defined in paragraph 13.2 of this Agreement.

3.9 **"Property"** shall mean the real property owned by the City and which is legally described in Exhibit "1" of this License Agreement. Exhibit "1" is hereby fully incorporated into this License Agreement by this reference.

3.10 **"Site Plan"** shall mean the Site Plan, and any amendments thereto, submitted by Licensee for City approval pursuant to paragraph 8 of this License Agreement.

3.11 **"Tower"** shall mean the water tower owned and operated by the City and which is located on the Property.

4. **Term and Renewals**. The term of this License shall be five (5) years, commencing on the Commencement Date, and ending on the fifth (5th) anniversary date thereof. Provided the Licensee is not then in default under this License Agreement, the Licensee and City may

mutually agree in writing to renew the term of this License Agreement for two (2) successive renewal terms of five (5) years each, but neither party shall be obligated to do so.

5. **License Fee**.

5.1 The Licensee shall pay the City a license fee of One Thousand One Hundred and No/100 Dollars ($ 1,100.00) per month, payable in advance in quarterly payments of Three Thousand Three Hundred and No/100 Dollars ($3,300.00). The first payment shall be due within twenty (20) business days of the Commencement Date and shall be prorated until the end of the calendar quarter; and subsequent payments shall continue on the first day of each and every calendar quarter thereafter during the term of this License Agreement.

5.2 Any amounts not paid by the Licensee to the City within ten (10) days of its due date shall include a late payment charge of five percent (5%) of the amount due. In the event of non-payment after such 10 day period, the City may, after giving ten (10) calendar days prior notice to the Licensee, suspend the license granted under this License Agreement until the Licensee has been paid in full.

5.3 The License Fee shall be increased annually effective as of each anniversary of the Commencement Date by an amount equal to the greater of three percent (3%) of the then-current License Fee, or the percentage increase in the Consumer Price Index (CPI) over the CPI for the twelve (12) months prior to the date the License Fee is to increase provided, however, that the increase shall not exceed eight percent (8%) in any one (1) year.

6. **Taxes**. The Licensee shall pay all applicable taxes, if any, which become due and payable during the term of this License Agreement. This shall include, without limitation, all applicable sales taxes and any real estate taxes assessed against the City's property solely by virtue of this License Agreement.

7. **Aesthetic Standards**. Unless otherwise agreed in writing by City, the Antennae Facilities located on the Tower shall, at all times, be the same color as the Tower. The Antennae Facilities not located on the Tower shall be a color approved by the City. The Antennae Facilities shall also be as unobtrusive as practicable. The Antennae Facilities shall not obstruct the visual sight of the American Flag and the "City of Cocoa" which is painted on the Tower.

8. **Site Plan and Installation of Antennae Facilities**.

8.1 No later than thirty (30) days after the Effective Date, unless otherwise extended by mutual agreement of the parties, Licensee shall submit to the City for approval, a detailed Site Plan accurately depicting the location and design of installation of the proposed Antennae Facilities. The Site Plan shall be submitted in accordance with the City's then applicable Site Plan and building permit procedures and requirements. Unless otherwise agreed to by the City, the Site Plan shall indicate that Licensee's concrete equipment pad and utilities cabinet shall be located underneath

the Tower at a location mutually agreed upon by the parties during the Site Plan process. If the location of the equipment pad and utilities cabinet is cost prohibitive to Licensee, Licensee shall have the right to terminate this License Agreement without penalty. The Site Plan shall also indicate that all cables installed by Licensee which run from the equipment pad and utilities cabinet to the Tower shall be installed underground. In addition, the Site Plan shall indicate that the Antennae Facilities do not extend beyond the top handrail of the platform which runs around the perimeter of the Tower. The approval by the City shall not be unreasonably withheld or delayed. Upon approval, the Site Plan shall be attached to this License Agreement as Exhibit "2". Exhibit "2" shall be deemed fully incorporated into this License Agreement by this reference. As part of the Site Plan submittal, Licensee shall submit to the City an engineer's report, prepared by an independent engineering consultant acceptable to the City and certified to the City, which evidences that Licensee's proposed Antennae Facilities do not in any way negatively effect the structural integrity, loading capacity, or City's use of the Tower. Licensee agrees to pay up to Three Thousand and No/100 Dollars ($3,000.00) towards the cost of the report. In addition, Licensee shall submit to the City written documentation, in a form reasonably acceptable to City, that the Antennae Facilities will not generate radio interference with the City's antennas on the Tower which currently operate at 150-170 MHZ and 450 MHZ.

8.2 The Antennae Facilities shall be installed and maintained according to the Site Plan and approved building permit. If the Tower or other property owned by the City is damaged during the installation and /or operation of the Antennae Facilities, the Licensee shall immediately notify the City within twenty four (24) hours of such damage. The Licensee shall be solely liable for all expenses incurred to repair the damage. Unless otherwise decided by the City, and said decision shall be at the City's sole and absolute discretion, Licensee shall make the repairs within ten (10) days of such damage, or as soon as reasonably possible. All repairs shall be to the City's sole satisfaction.

8.3 Within thirty (30) days after installation of the Antennae Facilities, the Licensee shall provide the City with as-built drawings of the location of the Antennae Facilities installed on the Tower and Property, which show the actual location of the Antennae Facilities consistent with Site Plan and approved building permit. In addition, the Licensee shall also provide the City with a complete and detailed inventory of the Antennae Facilities and related personal property and equipment. The Licensee shall not allow any liens to be placed on the Property.

9. **Equipment Upgrade**. The Licensee may update or replace the Antennae Facilities, from time to time, provided that if the replacement facilities are greater in number or size than the existing facilities, or the replacement facilities change in their location on the Tower, the Licensee shall obtain the City's prior written approval for such upgrade or replacement consistent with the Site Plan procedure established by paragraph 8 of this License Agreement. Such approval shall not be unreasonably withheld or delayed.

10. **Maintenance**.

10.1 The Licensee shall have the sole responsibility for the maintenance, repair and

security of the Antennae Facilities and related personal property and equipment, and shall keep the same in good repair and condition during the term of this License Agreement.

10.2 The Licensee shall maintain the Antennae Facilities in such a manner so as not to conflict or interfere with the use of the Tower and Property by the City. The Licensee shall not interfere with the preexisting use of the Tower by, and the facilities and/or equipment of, other licensees of the City. The Licensee shall be solely responsible for any damage it causes to the antennas and equipment of other licensees of the City.

10.3 The City shall not willfully interfere or allow interference with Licensee's Antennae Facilities. The City agrees that it will not allow the location of any subsequent licensing equipment so as to conflict with or prevent the reasonable maintenance of the Licensee's Antennae Facilities.

10.4 The City and the Licensee shall keep the Tower and Property free of debris and any dangerous, noxious, or offensive matter which would create a hazard or undue vibration, heat, noise, or signal interference.

10.5 In the event the Tower is painted, upgraded, repaired, or altered by the City or another licensee or user, the Licensee shall receive prior written notice thereof and Licensee shall take reasonable measures to protect the Antennae Facilities during such painting, upgrading, etc. Licensee shall promptly and temporarily remove or relocate in Licensee's discretion, at Licensee's sole expense, any portion of the Antennae Facilities which interfere with the City's ability to paint, upgrade, repair, or alter the Tower. Licensee agrees to pay the City any material increase in the cost of painting the Tower incurred by the City as a result of the Antennae Facilities. Licensee shall take such steps as are necessary to protect the Antennae Facilities during any such painting, upgrading, repairing, or altering of the Tower.

10.6 In order to minimize disruption to the surrounding area, normal maintenance and repairs to the Antennae Facilities shall be restricted to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding legal holidays. Bona fide emergency maintenance and repairs to the Antennae Facilities may be conducted at any time, if necessary.

11. **Utilities**. The Licensee shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Tower and Property and shall timely pay all costs associated therewith.

12. **Compliance with Laws**.

12.1 Licensee shall comply with all present and future federal, state and local laws, ordinances, rules and regulations (including, but not limited to, laws, rules and regulations issued by the Federal Communication Commission (FCC), Federal Aviation Administration (FAA), and the City in connection with the installation, use, operation, repair and maintenance of the Antennae Facilities,

and the Tower as affected by the Antennae Facilities. The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be Licensee's sole responsibility.

12.2 Licensee's use of the Tower and Property is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state, or local authority. Licensee shall erect, maintain, and operate its Antennae Facilities in accordance with site standards, state statutes, ordinances, rules and regulations now in effect or that thereafter may be issued by the FCC or any other governing bodies. The payment of any penalties or fines arising out of, or in any way connected with, the violation of, or non-compliance with, the foregoing shall be Licensee's sole responsibility.

13. **Interference**.

13.1 Licensee's installation, operation, repair, and maintenance of the Antennae Facilities shall not damage or interfere in any way with the City's Tower operations or related repair and maintenance activities. Licensee agrees to cease all such actions which interfere with the City's own use of the Tower and Property (other than approving Other License Requests which shall be subject to paragraphs 13.2 and 13.3 of this Agreement) immediately upon actual notice of such interference, provided, however, in such case Licensee shall have the right to terminate the License Agreement without further obligation or liability beyond that incurred as of the termination date. The City, at all times during this License Agreement, reserves the right to take any action it deems necessary, in its sole and absolute discretion, to repair, maintain, alter, or improve the Tower operations as may be necessary, including, but not limited to, leasing or licensing any part of the Tower and Property.

13.2 The License herein granted to Licensee is non-exclusive and the City may grant additional licenses to allow other communication providers to locate Antennae Facilities on the Tower and Property. In the event any other party requests a license to place any type of additional antenna or transmission facility on the Tower and Property ("Other License Requests"), the procedures of the next paragraph shall govern to determine whether such antenna or transmission facility will mechanically, structurally, or by regulation interfere with Licensee's transmission operations.

13.3 The City shall submit the Other License Request to Licensee, complete with all technical specifications reasonably requested by Licensee, for Licensee's review for mechanical, structural, or regulatory interference to Licensee's ability to receive or transmit wireless communication services from the Tower and Property. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. Licensee shall have thirty (30) days following receipt of said Other License Request to make any objections thereto known to the City in writing, and failure to make any objection within said thirty (30) day period shall be deemed consent by Licensee to the installation of antennas or transmission facilities pursuant to said Other License Request. Any objections shall be made in good faith and shall not be based in any way on Licensee's desire to prohibit one of its competitors from collocating on

the Tower or Property. If Licensee gives notice of objection due to mechanical, structural, or regulatory interference during such thirty (30) day period and Licensee's objections are verified by the City to be valid, then and in such event the City shall not proceed with such Other License Request unless the other party modifies the Other License Request in a manner determined, to eliminate the objectionable Other License Request, provided, however, if Licensee's ability to receive or transmit wireless communication services from the Tower is materially affected, the City shall take such action as shall be reasonably required to eliminate the interference by the subsequent user.

14. **Default by Licensee and City's Remedies.** The City reserves the right to revoke and terminate this License Agreement and rescind all rights and privileges associated with this License Agreement in the following circumstances, each of which shall represent a default and breach of this License Agreement:

14.1 Licensee defaults in the payment of the License Fee in accordance with this License Agreement; or

14.2 Licensee defaults in the performance of any material covenant or condition of this License 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 Licensee shall have such time as is reasonably necessary to remedy the default, provided the Licensee promptly takes and diligently pursues such actions as are necessary therefor; or

14.3 Licensee abandons the Antennae Facilities, providing the City first notifies Licensee, in writing, that it has reasonable cause to believe that Licensee has abandoned the Antennae Facilities and Licensee does not, within thirty (30) calendar days after the written notice is received, provide the City a written memorandum clearly indicating that Licensee has not abandon the Antennae Facilities. If City can not locate Licensee after a reasonable attempt to do so, constructive notice in a newspaper of general circulation in Brevard County, Florida shall constitute written notice for purposes of this paragraph; or

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

14.5 Licensee has acted grossly negligent, as defined by general and applicable law, in maintaining or operating the Antennae Facilities; or

14.6 Licensee has committed any act of fraud upon the City; or

14.7 Licensee has made a material misrepresentation of fact to the City while performing its obligations under this License Agreement.

In the event the City intends to declare a default under paragraphs 14.5, 14.6, or 14.7, City shall provide Licensee fifteen (15) calendar days written notice of such intention and Licensee shall be given a reasonable opportunity to appear and be heard before the City's City Council and to convince the City Council that such act did not constitute a default under this Agreement. If the City Council, in its sole and absolute discretion, determines that it believes Licensee's act constituted a default under this Agreement, the City shall have all the rights stated in the next paragraph.

In the event of a default by Licensee, the City shall have the right, at its option, in addition to and not exclusive of any other remedy the City may have by operation of law, without any further demand or notice, to re-enter the Tower and Property and eject the Licensee therefrom and declare this License Agreement terminated, in which event Licensee shall immediately pay the City a sum of money equal to the total of: (a) the amount of the unpaid License Fee accrued through the date of termination; and (b) any other amount necessary to compensate the City for all damages proximately caused by Licensee's failure to perform its obligations under the License Agreement.

15. **Cure By The City**. In the event of any default of this License Agreement by Licensee, the City may at any time, after notice, cure the default for the account of and at the expense of the Licensee. If the City is compelled to pay or elects to pay any sum of money or do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney's fees in instituting, prosecuting, or defending any action to enforce the City's rights under this Agreement, the sums so paid by the City, with all interest, costs and damages, shall be deemed to be additional fees and shall be due form the Licensee to the City on the first day of the month following the date the respective expenses were incurred.

16. **Termination**.

16.1 **By City**. This License Agreement may be terminated by the City, without penalty to City, under the following circumstances:

a. Licensee defaults pursuant to paragraph 14 of this License Agreement; or

b. City determines, in its sole and absolute discretion, that the Tower is structurally unsound, including but not limited to age of structure, damage, or destruction of all or part of the Tower from any source, or factors relating to condition of the Tower; or

c. Licensee abandons the Antennae Facilities and licensed Property; or

d. City decides, in its sole and absolute discretion and for any reason whatever, to discontinue the use of the Tower, providing Licensee is given twelve (12) month prior written notice.

e The Tower is altered, damaged, or destroyed, pursuant to paragraph 18 of this License Agreement.

f. The Tower and/or Property is taken by eminent domain pursuant to paragraph 19 of this License Agreement.

16.2 **By Licensee**. This License Agreement may be terminated by the Licensee, without penalty to Licensee, under the following circumstances:

a. Licensee is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antennae Facilities or Licensee's business; or

b. City defaults in the performance of any material covenant or condition of this License Agreement and does not cure such default within thirty (30) days after written notice from Licensee specifying the default 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 City shall have such time as is reasonably necessary to remedy the default; or

c. Licensee determines it no longer requires the use of the Tower and Property for its purposes after twelve (12) months written notice to the City. Licensee shall be liable for all License Fees and other enumeration owed the City up to the expiration of the twelve (12) month notice period; or

d. The Tower is altered, damaged, or destroyed, pursuant to paragraph 18 of this License Agreement.

e. The location of the concrete equipment pad and utilities cabinet is cost prohibitive, pursuant to paragraph 8.1 of this License Agreement.

f. The Tower and/or Property is taken by eminent domain pursuant to paragraph 19 of this License Agreement.

16.3 Upon termination of this License Agreement, for any reason, the City, at its sole and absolute discretion, may require the Licensee to remove its equipment, personal property, and Antennae Facilities from the Tower and Property within thirty (30) days of written notice from the City to remove such items, and Licensee shall repair any damage to the Tower and Property caused by removal of its equipment, normal wear and tear excepted; all at Licensee's sole cost and expense. Any such property or facilities which are not removed within said thirty (30) day period, shall automatically become the property of the City and Licensee shall be fully liable to the City for

any costs incurred by the City to remove any equipment, personal property, and Antennae Facilities, not removed by Licensee.

16.4 Notice of termination pursuant to this paragraph shall be given in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice. All License Fees paid prior to said termination date shall be retained by the City. Upon such termination, this License Agreement shall become null and void and the parties shall have no further obligations to each other, unless otherwise provided by this License Agreement.

17. **Fitness for Use**. The City makes no warranties or representations as to the fitness of the Property or Tower for the uses intended by the Licensee, whatsoever. Furthermore, the City does not warrant or guarantee that the use or zoning of surrounding properties will not be of such a nature that could interfere with Licensee's use of the Tower and Property during the term of this License Agreement.

18. **Alteration, Damage, or Destruction**. If the Tower, or any portion thereof, is altered, destroyed, or damaged so as to materially hinder effective use of the Antennae Facilities through no fault or negligence of Licensee or City, Licensee or City may elect to terminate this License Agreement upon thirty (30) days written notice to the other party. In such event, Licensee shall promptly remove the Antennae Facilities from the Tower and Property. This License Agreement (and Licensee's obligation to pay the License Fee) shall terminate upon Licensee's fulfillment of the obligations set forth in the preceding sentence, at which termination Licensee shall be entitled to the reimbursement of any License Fees prepaid by Licensee. The City shall have no obligation to repair any damage to any portion of the Tower and Property.

19. **Condemnation**. In the event the Tower and/or the Property is taken by eminent domain, this License Agreement shall terminate as of the date title to the Tower and/or Property vests in the condemning authority. In the event a portion of the Property is taken by eminent domain, either party shall have the right to terminate this License Agreement as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Licensee shall not be entitled to any portion of the reward paid for the taking and the City shall receive the full amount of such award. Licensee hereby expressly waives any right or claim to any portion thereof although all damages, whether awarded as compensation for diminution in value of the Tower and/or Property, shall belong to the City. Licensee shall have the right to claim and recover from the condemning authority, but not from the City, unless the City is the condemning authority, such compensation as may be separately awarded or recoverable by Licensee on account of any and all damage to Licensee's business and any costs or expenses incurred by Licensee in moving/removing its equipment, personal property, Antennae Facilities, and improvements.

20. **Indemnification**. City and Licensee each indemnify the other against, and hold the other harmless from any and all costs (including reasonable attorney's fees and expenses, through all appellate proceedings) and claims, actions, damages, obligations, liabilities and liens which arise

out of (a) the breach of this License Agreement by the indemnifying party; and (b) the use and/or occupancy of the Tower and Property by such indemnifying party. The indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from the negligence or intentional misconduct of the indemnified party and shall survive the termination of this License Agreement.

The indemnification provided shall obligate the indemnifying party to defend at its own expense or to provide for such defense, at the option of the indemnified party, of any and all claims of liability and all suits and actions of every name description that may be brought against the indemnified party or its employees or officers, which may result from the obligations performed by the indemnifying party pursuant to this License Agreement. In all events the indemnified party 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.

21. **Insurance**. During the term of the License Agreement, the Licensee shall maintain in full force and effect, and at its sole cost and expense, the following types and limits of insurance:

21.1 Worker's Compensation insurance which meets applicable statutory requirements, and Employer's Liability insurance with limits of One Hundred Thousand Dollars ($100,000) for each accident.

21.2 Commercial General Liability insurance with limits of One Million Dollars ($1,000,000) as the combined single limit for each occurrence.

21.3 Automobile Liability insurance covering all owned, hired and non-owned vehicles in use by Licensee, its employees and agents, with personal protection insurance, if applicable, to comply with the provisions of state law, with limits of One Million Dollars ($1,000,000) as the combined single limit for each occurrence.

21.4 At the start of and during the period of any construction, builder risk insurance, or an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Antennae Facilities. Upon completion of the installation of the Antennae Facilities, Licensee shall substitute for the foregoing insurance, insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Antennae Facilities, at limits deemed appropriate to Licensee. The amount of insurance, at all times, shall be representative of the insurable values installed or constructed.

22. **Insurance Administration**.

22.1 **Occurrence Basis**. All policies shall be written on an occurrence and not a claims-made basis.

22.2 **Coverage Amounts**. The coverage amount set forth above may be met by

a combination of underlying and umbrella policies so long as, in combination, the limits equal or exceed those stated.

22.3 **Additional Insured**. All policies, except for property/builder's risk and worker's compensation policies, shall name the City as an additional insured, as the City's interests may appear from time to time. Each policy which is to be endorsed to add the City as an additional insured, shall contain Separation of Insureds wording as follows:

> "Except with respect to the Limits of Insurance and any rights or duties specifically assigned to the first Named Insured, this insurance applies separately to each insured against whom claim is made or "suit" is "brought".

22.4 **Evidence of Insurance**. Certificates of insurance for each insurance policy required to be obtained by the Licensee in compliance with this paragraph shall be filed and maintained with the City annually during the term of the License Agreement or filed more frequently at such time Licensee changes its insurance policies. Licensee shall immediately advise the City of any claim or litigation that may result in liability to the City.

22.5 **Cancellation of Policies of Insurance**. All insurance policies maintained pursuant to this License Agreement shall contain a thirty (30) day notice of cancellation in the event policies are canceled or non-renewed.

22.6 **Insurance Companies**. All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Florida, or surplus line carriers on the State of Florida Insurance Commissioner's approved list of companies qualified to do business in the State of Florida.

22.7 **Deductibles**. Licensee agrees to indemnify and save harmless the City from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this License Agreement.

22.8 **Contractors**. Licensee shall require that each and every one of its contractors, and their subcontractors, who perform work on the Tower and Property, carry, in full force and effect, worker's compensation, commercial general liability and automobile liability insurance coverages of the type which Licensee is required to obtain under the terms of paragraph 21 above, with appropriate limits of insurance.

23. **Hazardous Substance Indemnification**.

23.1 Licensee represents and warrants that its use of the Tower and Property will not generate any hazardous substance and that it will not, in violation of any applicable law or regulation, store or dispose on or near the Tower and Property nor transport to or near the Tower and Property,

any hazardous substance. Licensee further agrees to hold the City harmless from and indemnify it against any release by Licensee and its employees, agents, and contractors of any such hazardous substance and any damage, loss, or expense or liability resulting from such release, including all reasonable attorney's fees, costs, and penalties incurred as a result thereof, through all appellate proceedings, except any release caused by the negligence of the City's employees or duly authorized agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation, or rule presently in effect or promulgated in the future, as such laws, regulations, or rules may be amended, from time to time, and it shall be interpreted to include, but not be limited to, any substance which, after release into the environment, will, or may reasonably be anticipated to, cause sickness, death or disease.

23.2 City represents and warrants that its use of the Tower and Property will not generate any hazardous substance and that it will not, in violation of any applicable law or regulation, store or dispose on or near the Tower and Property nor transport to or near the Tower and Property, any hazardous substance. Licensee further agrees to hold the City harmless from and indemnify it against any release by City and its employees, agents, and contractors of any such hazardous substance and any damage, loss, or expense or liability resulting from such release, including all reasonable attorney's fees, costs, and penalties incurred as a result thereof, through all appellate proceedings, except any release caused by the negligence of the Licensee's employees or duly authorized agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation, or rule presently in effect or promulgated in the future, as such laws, regulations, or rules may be amended, from time to time, and it shall be interpreted to include, but not be limited to, any substance which, after release into the environment, will, or may reasonably be anticipated to, cause sickness, death or disease.

24. **Acceptance of Tower and Property**. Upon submitting the Site Plan pursuant to paragraph 8.1 of this Agreement, the Licensee accepts the Tower and Property in the condition existing as of the Commencement Date. The City makes no representation or warranty with respect to the condition of the Tower and Property and the City shall not be liable for any latent or patent defects in the Tower and Property.

25. **Notices**. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to the CITY, to: City Manager
City of Cocoa
603 Brevard Avenue

Cocoa, Florida 32922
Phone: 407-639-7551
Facsimile: 407-639-7575

With a copy to: Amari, Theriac & Eisenmenger, P.A.
ATTN: Richard S. Amari, Esq.
P.O. Box 1807
Cocoa, Florida 32923-1807
Phone: 407-639-1320
Facsimile: 407-639-6690

If to the Licensee, to:

American Portable Telecom, Inc.
Real Estate Department
P.O. Box 31793
Chicago, IL 60631-0793
(813) 663-1000

With a copy to: APT
5907 Hampton Oaks Pkwy.
Suite B
Tampa, Florida 33610
(813) 663-1000

Either party hereto may change the address at which it receives written notices by so notifying the other party hereto in writing.

26. **Assignment**. Licensee may not assign this License Agreement without the prior written consent of the City, provided, however, approval shall not be unreasonably withheld or delayed. Any assignee approved by the City shall be required to execute this License Agreement and assume the duties and obligations of Licensee arising under this License Agreement. Any assignment shall not be deemed a waiver of any provision of this License Agreement or a release of Licensee from performance by Licensee of its obligations hereunder. Nothing in this License Agreement shall preclude the City from licensing other space for communications equipment to any person or entity which may be in competition with Licensee or any other party.

27. **Miscellaneous**.

27.1 The City and Licensee represent that each, respectively, has full right, power and authority to execute this License Agreement.

27.2 This License Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of, or amendment to, this License Agreement must be in writing and executed by both parties.

27.3 This License Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any state action shall be Brevard County, Florida. Venue for any federal action shall be Orlando, Florida.

27.4 If any term of this License Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect.

27.5 City and Licensee each represent that they have not been represented by a real estate broker or other agent in this transaction. Each party shall indemnify and hold the other harmless from any claims for commission, fee or other payment by such broker or any other agent claiming to have represented a party herein.

27.6 The parties agree that they both have shared equally in drafting this License Agreement and no party should be favored or disfavored regarding the interpretation of this License Agreement in the event of a dispute between the parties.

27.7 Notwithstanding anything herein to the contrary, it is agreed by the City and the Licensee that under no circumstance shall the City be liable to the Licensee for any claim by the Licensee for any loss of revenue resulting from either the City's use, maintenance, and repair of the Tower, the City's or Licensee's termination of this License Agreement pursuant to paragraph 16.1 herein, or any act of God.

28. **No Joint Venture**. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

29. **Attorney's Fees**. In the event of any litigation or arbitration arising out of this License Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and court costs incurred in such actions, through all appellate proceedings.

30. **Counterparts**. This License 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.

31. **Licensee's Due Care**. Licensee shall at all times exercise due care and shall install, operate, maintain, and repair the Antennae Facilities using commonly accepted methods and

devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public or damage to the Tower and Property. The Antennae Facilities shall be kept and maintained in a safe, suitable, substantial condition, and in good order and repair.

32. **Agreement not Recordable**. Neither this License Agreement nor any notice of it shall be recorded in any public records.

33. **Sovereign Immunity**. Nothing contained herein shall be deemed a waiver, by either party, of the City's right to sovereign immunity or other limitations imposed by Section 768.28, *Florida Statutes.*

34. **Waiver**. Failure of the one party to insist upon performance by the other party of any provision of this License Agreement within any time period shall not act as a waiver of the one party's right to later claim a failure to perform on the part of the other party.

35. **Right to Refuse Admission to Property and to Eject**. City reserves the right to refuse admission to the Property to any person not known by City or properly identified; to eject any person from the Property whose conduct may tend to be harmful to the safety and interests of the Property, any Licensee and the property thereon; to close any part of the Property during any riot or other commotion where person or property may be impaired.

THIS LICENSE AGREEMENT has been executed by the parties effective the day and year the last party hereto has executed this document.

WITNESS:

Print Name: BRADLY ROGER BETTIN, SR.

CITY OF COCOA, FLORIDA (CITY):

F. TERRY SEAWELL, City Manager

Date:_____

EXHIBIT "1"

LEGAL DESCRIPTION

Real property, situated in the City of Cocoa, Brevard County, Florida, legally described as follows:

Township 24 South, Range 36 East, Section 33

Dixon's Addition to Cocoa, Lot 36, including 15 feet of vacated alley between Lots 36 & 35, excluding road Right of Way.

WITNESSES

Kim Ragle

Print Name: Kim Ragle

Cheri L Schmelzer

Print Name: CHERI L SCHMELZER

R:\COCOA\AAG\AGREE\license agreement for wireless antennae - final draft.wpd

APT TAMPA/ORLANDO, INC. (LICENSEE):

By: T R McDowell

Print Name/Title: TERRY R. McDOWELL
DIRECTOR - ENGINEERING & OPERATIONS

Date: 8-4-97

Site ID: A2C0020A
Site Address: 3XX Peachtree Street, Cocoa, FL 32922

FIRST AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATION ANTENNA ON EXISTING WATER TOWER
(Terms and Conditions)

THIS FIRST AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATION ANTENNA ON EXISTING WATER TOWER ("**First Amendment**") is entered into effective as of August 26, 2010 ("**Effective Date**"), by and between **City of Cocoa**, a Florida municipal corporation, previously referred to as the City of Cocoa, Florida, a Florida Municipal Corporation (together with its successors and assigns, hereinafter "City" shall be referred to as "**Licensor**"), and **T-Mobile South LLC**, a Delaware limited liability company, as successor in interest to APT Tampa/Orlando, Inc., a Delaware corporation (together with its successors and assigns, "**Licensee**").

RECITALS

WHEREAS, Licensor and Licensee (or their predecessors in interest) entered into that certain License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 11, 1997, as amended (the "**License Agreement**"), whereby Licensor leased to Licensee certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the License Agreement (hereinafter "Tower" will be referred to as collectively, the "**Premises**"), that are a portion of the property located at **3XX Peachtree Street, Cocoa, FL 32922** (the "**Property**");

WHEREAS, Licensee desires a reduction in its rent obligations under the License Agreement and Licensor is willing to reduce Licensee's rent obligations under the License Agreement, provided Licensee commits to pay rent to Licensor for the Rent Lock-In Period (defined below);

WHEREAS, Licensor and Licensee desire to add additional renewal terms to the License Agreement; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the License Agreement to accomplish the foregoing on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. **Term**. The current term (whether such term is the initial term, a renewal term, a modified term or other) is amended such that, commencing on July 1, 2012 (the "**Extension Date**"), such current term shall continue for five (5) years, expiring on June 30, 2017 (the "**Modified Term**"), and rent for any partial month or partial year of the current term prior to the Extension Date shall be prorated.

2. **Renewal Terms**. Upon the expiration of the Modified Term, and notwithstanding anything to the contrary in the License Agreement, Licensee shall have the right to renew the License Agreement for up to two (2) additional and successive five (5) year periods (each a "**Renewal Term**"). Each Renewal Term shall automatically commence, on the same terms and conditions of the License Agreement, without further action by Licensee, unless Licensee provides Licensor with written notice of its intention not to renew at least thirty (30) days prior to the expiration of the Modified Term or of any Renewal Term.

3. **Modification of Rent**. Commencing on the Extension Date, the rent payable under the License Agreement during the Modified Term and any and all Renewal Terms (hereinafter "License Fee" will be referred to as "**Rent**") shall be made in the amounts and frequency as designated on **Schedule I** attached hereto and incorporated by reference herein ("**Rent Payment Schedule/Renewal Terms**").

4. **Rent Lock-In Period.** Licensee hereby agrees that Licensee will be obligated to pay the Rent due hereunder for the five (5) year (period immediately following the Extension Date (the "**Rent Lock-in Period**"), and such obligation will not be subject to offset or abatement by Licensee, or adversely impacted by termination of the License Agreement by Licensee except in the event of a termination by Licensee as permitted under this section. Notwithstanding the foregoing, or any term or condition to the contrary in this License Agreement, Licensee shall have the right during the Rent Lock-In Period to immediately terminate the License Agreement upon written notice, if Licensee's rights to occupy or use the Premises for Licensee's intended telecommunications purposes are impaired at any time due to: (a) any bankruptcy or insolvency proceeding involving Licensor or any affiliate of Licensor; (b) any uncured default, gross negligence or willful misconduct of Licensor; (c) any casualty damage; (d) any taking or condemnation under the power of eminent domain; (e) any tax sale, foreclosure or other proceeding; or (f) any material interference to Licensee's use of the Premises which remains unresolved after ten (10) days written notice from Licensee to Licensor. In the event of any such termination, except for obligations that survive termination under this License Agreement, Licensee shall have no further duty or obligation under this License Agreement, including, without limitation, any obligation to pay any Rent that would otherwise have been due for the remainder of the Rent Lock-In Period following the date of termination. Without limiting any other termination right of Licensee, at any time after the Rent Lock-in Period, Licensee may, at any time and for any reason, terminate this License Agreement upon thirty (30) days written notice to Licensor.

5. **Notices**. All notices, requests, demands and communications under the License Agreement, as amended hereby, will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

LICENSOR:

City of Cocoa
Attn: City Manager
65 Stone Street
Cocoa, FL 32922

LICENSEE:

T-Mobile South LLC
7668 Warren Parkway
Frisco, TX 75034
Attn: Lease Administrator

With a copy to:

Attn: Legal Department

With a copy to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Lease Administrator

And with a copy to:

Attn: Legal Department

Either party hereto may change the place for the giving of notice to it by not less than thirty (30) days' prior written notice to the other as provided herein.

6. **Licensor Required Consents**. Licensor represents and warrants that Licensor has obtained all required consents in connection with entering into this First Amendment (including, without limitation, all master landlord, lender and secured party consents, if applicable).

7. **Other Terms and Conditions Remain**. In the event of any inconsistencies between the License Agreement and this First Amendment, the terms of this First Amendment shall govern and control. Except as expressly set forth in this First Amendment, the License Agreement otherwise is unmodified and remains in full force and effect. This First Amendment may be executed in multiple counterparts.

8. **Miscellaneous**. Licensor acknowledges that: (a) Licensor has read and understands this First Amendment and the underlying License Agreement and was free to consult with counsel of its choosing regarding reviewing and Licensor's decision to enter into, this First Amendment; and (b) Licensor has been advised and is informed that should Licensor not enter into this First Amendment, the underlying License Agreement between Licensor and Licensee, including any termination or non-renewal provisions therein, will remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this First Amendment effective as of the date set forth above.

Signed, sealed and delivered in the presence of:

Sign Joan Clark 10/26/2010

Print Name Joan Clark, MMC
City Clerk

Sign Carie Shealy

Print Name Carie Shealy, CMC
Asst. City Clerk

LICENSOR:

City of Cocoa,
a Florida municipal corporation

By: Michael C. Blake

Print Name: Michael C. Blake

Title: Mayor

Signed, sealed and delivered in the presence of:

Sign Ann Brooks

Print Name Ann Brooks

Sign Dana Hall

Print Name Dana Hall

LICENSEE:

T-Mobile South LLC,
a Delaware limited liability company

By: JLedet

Print Name: Jared Ledet

Title: Director-Regional Development South Region

SCHEDULE I

Rent Payment Schedule/Renewal Terms

Renewal Terms

Term	Start Date	End Date
1	7/1/2017	6/30/2022
2	7/1/2022	6/30/2027

Rent Schedule (Payable by T-Mobile)

Period Begin	Period End	Payment Interval	# of Pmts	Pro Days	Pro Amount	Rent Payable
7/1/2012	6/30/2017	Quarterly	20			$5,500.00
7/1/2017	6/30/2022	Quarterly	20			$6,050.00
7/1/2022	6/30/2027	Quarterly	20			$6,655.00

BROWN, GARGANESE, WEISS & D'AGRESTA, P.A.
Attorneys at Law

111 N. Orange Ave., Suite 2000
P.O. Box 2873
Orlando, Florida 32802-2873
Phone (407) 425-9566
Fax (407) 425-9596

November 24, 2010

Via U.S. Mail

Joan Clark, City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: First Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower between T-Mobile South, LLC and the City of Cocoa (Cocoa Village Watertank) - A2C0020A

Dear Joan:

Enclosed for your safekeeping is an original fully-executed First Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower (Cocoa Village Watertank).

Please give me a call if you have any questions.

Sincerely,

Jamie E. Lightfoot

:jl
enclosure

Office of the City Clerk

Joan Clark, MMC
65 Stone Street
Cocoa, Florida 32922

(321) 433-8488 – phone
(321) 433-8455 - facsimile

October 27, 2010

Anthony Garganese, Esquire
Brown, Garganese, Weiss & D'Agresta
111 N. Orange Avenue, Suite 2000
P.O. Box 2873
Orlando FL 32802-2873

Re: First Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower – City of Cocoa and T-Mobile South, LLC

Dear Anthony:

Per your request, I have enclosed documents relating to the above referenced amendment as approved and executed by the City of Cocoa on October 26, 2010.

Please return one amendment to my office following execution by T-Mobile South. Your assistance is appreciated.

If you have any questions or require additional information, please feel free to call.

Sincerely,

Joan Clark, MMC
City Clerk
City of Cocoa

Site ID: A2C0020A
Site Address: 3XX Peachtree Street, Cocoa, FL 32922

FIRST AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATION ANTENNA ON EXISTING WATER TOWER
(Terms and Conditions)

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RECITALS

WHEREAS, Licensor and Licensee (or their predecessors in interest) entered into that certain License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 11, 1997, as amended (the "**License Agreement**"), whereby Licensor leased to Licensee certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the License Agreement (hereinafter "Tower" will be referred to as collectively, the "**Premises**"), that are a portion of the property located at **3XX Peachtree Street, Cocoa, FL 32922** (the "**Property**");

WHEREAS, Licensee desires a reduction in its rent obligations under the License Agreement and Licensor is willing to reduce Licensee's rent obligations under the License Agreement, provided Licensee commits to pay rent to Licensor for the Rent Lock-In Period (defined below);

WHEREAS, Licensor and Licensee desire to add additional renewal terms to the License Agreement; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the License Agreement to accomplish the foregoing on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. **Term**. The current term (whether such term is the initial term, a renewal term, a modified term or other) is amended such that, commencing on July 1, 2012 (the "**Extension Date**"), such current term shall continue for five (5) years, expiring on June 30, 2017 (the "**Modified Term**"), and rent for any partial month or partial year of the current term prior to the Extension Date shall be prorated.

2. **Renewal Terms**. Upon the expiration of the Modified Term, and notwithstanding anything to the contrary in the License Agreement, Licensee shall have the right to renew the License Agreement for up to two (2) additional and successive five (5) year periods (each a "**Renewal Term**"). Each Renewal Term shall automatically commence, on the same terms and conditions of the License Agreement, without further action by Licensee, unless Licensee provides Licensor with written notice of its intention not to renew at least thirty (30) days prior to the expiration of the Modified Term or of any Renewal Term.

3. **Modification of Rent**. Commencing on the Extension Date, the rent payable under the License Agreement during the Modified Term and any and all Renewal Terms (hereinafter "License Fee" will be referred to as "**Rent**") shall be made in the amounts and frequency as designated on **Schedule 1** attached hereto and incorporated by reference herein ("**Rent Payment Schedule/Renewal Terms**").

4. **Rent Lock-In Period.** Licensee hereby agrees that Licensee will be obligated to pay the Rent due hereunder for the five (5) year (period immediately following the Extension Date (the "**Rent Lock-in Period**"), and such obligation will not be subject to offset or abatement by Licensee, or adversely impacted by termination of the License Agreement by Licensee except in the event of a termination by Licensee as permitted under this section. Notwithstanding the foregoing, or any term or condition to the contrary in this License Agreement, Licensee shall have the right during the Rent Lock-In Period to immediately terminate the License Agreement upon written notice, if Licensee's rights to occupy or use the Premises for Licensee's intended telecommunications purposes are impaired at any time due to: (a) any bankruptcy or insolvency proceeding involving Licensor or any affiliate of Licensor; (b) any uncured default, gross negligence or willful misconduct of Licensor; (c) any casualty damage; (d) any taking or condemnation under the power of eminent domain; (e) any tax sale, foreclosure or other proceeding; or (f) any material interference to Licensee's use of the Premises which remains unresolved after ten (10) days written notice from Licensee to Licensor. In the event of any such termination, except for obligations that survive termination under this License Agreement, Licensee shall have no further duty or obligation under this License Agreement, including, without limitation, any obligation to pay any Rent that would otherwise have been due for the remainder of the Rent Lock-In Period following the date of termination. Without limiting any other termination right of Licensee, at any time after the Rent Lock-in Period, Licensee may, at any time and for any reason, terminate this License Agreement upon thirty (30) days written notice to Licensor.

5. **Notices**. All notices, requests, demands and communications under the License Agreement, as amended hereby, will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid. Notices will be addressed to the parties as follows:

LICENSOR:

City of Cocoa
Attn: City Manager
603 Brevard Avenue
Cocoa, FL 32922

LICENSEE:

T-Mobile South LLC
7668 Warren Parkway
Frisco, TX 75034
Attn: Lease Administrator

With a copy to:

Attn: Legal Department

With a copy to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Lease Administrator

And with a copy to:

Attn: Legal Department

Either party hereto may change the place for the giving of notice to it by not less than thirty (30) days' prior written notice to the other as provided herein.

6. **Licensor Required Consents**. Licensor represents and warrants that Licensor has obtained all required consents in connection with entering into this First Amendment (including, without limitation, all master landlord, lender and secured party consents, if applicable).

7. **Other Terms and Conditions Remain**. In the event of any inconsistencies between the License Agreement and this First Amendment, the terms of this First Amendment shall govern and control. Except as expressly set forth in this First Amendment, the License Agreement otherwise is unmodified and remains in full force and effect. This First Amendment may be executed in multiple counterparts.

8. **Miscellaneous**. Licensor acknowledges that: (a) Licensor has read and understands this First Amendment and the underlying License Agreement and was free to consult with counsel of its choosing regarding reviewing and Licensor's decision to enter into, this First Amendment; and (b) Licensor has been advised and is informed that should Licensor not enter into this First Amendment, the underlying License Agreement between Licensor and Licensee, including any termination or non-renewal provisions therein, will remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this First Amendment effective as of the date set forth above.

Signed, sealed and delivered in the presence of:

Sign Joan Clark 10/22/2010

Print Name Joan Clark, MMC
City Clerk

Sign Carie Shealy

Print Name Carie Shealy, CMC
Asst. City Clerk

LICENSOR:

City of Cocoa,
a Florida municipal corporation

By: Michael C. Blake

Print Name: Michael C. Blake

Title: Mayor

Signed, sealed and delivered in the presence of:

Sign _____

Print Name _____

Sign _____

Print Name _____

LICENSEE:

T-Mobile South LLC,
a Delaware limited liability company

By: _____

Print Name: Jared Ledet

Title: Director-Regional Development South Region

SCHEDULE I

Rent Payment Schedule/Renewal Terms

Renewal Terms

Term	Start Date	End Date
1	7/1/2017	6/30/2022
2	7/1/2022	6/30/2027

Rent Schedule (Payable by T-Mobile)

Period Begin	Period End	Payment Interval	# of Pmts	Pro Days	Pro Amount	Rent Payable
7/1/2012	6/30/2017	Quarterly	20			$5,500.00
7/1/2017	6/30/2022	Quarterly	20			$6,050.00
7/1/2022	6/30/2027	Quarterly	20			$6,655.00

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
City of Cocoa

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
~~603 Brevard Avenue~~ 65 Stone Street

Requester's name and address (optional)

City, state, and ZIP code
Cocoa, FL 32922

List account number(s) here (optional)
A2C0020A

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
59 : 000292

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person ▶** Michael C. Blake | **Date ▶** October 26, 2010

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Site #: A2C0020A
Market: Orlando

SECOND AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATION ANTENNA ON EXISTING WATER TOWER

THIS SECOND AMENDMENT to License Agreement for Wireless Communication Antenna on Existing Water Tower ("Second Amendment") is made and entered into by and between City of Cocoa, a Florida municipal corporation ("Licensor"), and T-Mobile South LLC, a Delaware limited liability company ("Licensee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Licensor and Licensee (or as applicable, their respective predecessors in interest) entered into a License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 11, 1997, amended by that certain First Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 26, 2010 and further amended by that certain Addendum to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 8, 2014 (collectively, the "License Agreement"), with respect to Premises located at 318 Peachtree Street, Cocoa, FL 32922.

B. Licensor and Licensee desire to enter into this Second Amendment in order to modify and amend certain provisions of the License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee covenant and agree as follows:

1. Effective on the date that Licensee begins installation of the equipment as specified on the attached Exhibit "2-A", which date Licensee shall notify Licensor in writing, (a) Licensee will have the right to modify its Antenna Facilities as described and depicted on Exhibit "2-A", which is attached hereto and by this reference incorporated herein, and Licensor hereby consents to and approves of the modifications described and depicted on Exhibit "2-A" in all respects, and (b) the Rent that Licensee pays Licensor will be increased by Six Hundred Dollars ($600.00) per month.

2. The terms and conditions of the License Agreement are incorporated herein by this reference, and capitalized terms used in this Second Amendment shall have the same meanings such terms are given in the License Agreement. Except as specifically set forth herein, this Second Amendment shall in no way modify, alter or amend the remaining terms of the License Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the License Agreement and this Second Amendment, the terms and conditions of this Second Amendment will govern and control.

4. Licensor represents and warrants to Licensee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Second Amendment, or if any such third party consent or approval is required, Licensor has obtained any and all such consents or approvals.

SIGNATURES NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the date of execution by the last party to sign.

LICENSOR: City of Cocoa,
a Florida municipal corporation

By: _____
Name: Henry U. Parrish III
Title: Mayor
Date: 12/13/2016

Witnesses:

_____
Print Name: CARIE SHEALY

_____
Print Name: Angelam Ferguson

LICENSEE: T-Mobile South LLC,
a Delaware limited liability company

By: _____
Name: Jess Louk
Title: Director, Network Engineering & Ops.
Date: 11/6/16

Witnesses:

_____
Print Name: Peter Snow

_____
Print Name: Lindsey Maldonado

Exhibit "2-A"

T-Mobile

5901 BENJAMIN CENTER DR., SUITE 110 A-B
TAMPA, FL 33634

A2C0020A/COCOA VILLAGE WATER TANK

CANDIDATE ADDRESS:
318 PEACHTREE STREET
COCOA, FL 32922
L1900 PROJECT

JURISDICTION: CITY OF COCOA

LANDLORD APPROVAL:

LANDLORD OR LANDLORD REPRESENTATIVE _____ DATE _____

GENERAL NOTES

1. ALL REFERENCES TO OWNER HEREIN SHALL BE CONSTRUED TO MEAN T-MOBILE SOUTH LLC OR IT'S DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE AND/OR COUNTY IN WHICH IT IS TO BE PERFORMED.
3. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
4. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERCEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
5. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF WHATEVER TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
6. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND THE TESTING AGENCY PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES.
7. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITION OF THE LOCAL BUILDING CODE.
10. ALL PROPOSED CELLULAR EQUIPMENT AND FIXTURES SHALL BE FURNISHED BY OWNER FOR INSTALLATION BY THE CONTRACTOR, UNLESS SPECIFICALLY NOTED OTHERWISE HEREIN.
11. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE RESIDENT LEASING AGENT FOR APPROVAL.
12. RADIO EQUIPMENT INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
13. CONSTRUCTION SITE SHALL BE CLEANED OF DEBRIS AT THE END OF EACH WORK DAY.

STRUCTURAL NOTES

1. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE A.I.S.C. SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS- ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN INCLUDING THE COMMENTARY AND THE A.I.S.C. CODE OF STANDARD PRACTICE.
2. STRUCTURAL STEEL: PLATES AND SHAPES SHALL CONFORM TO ASTM A36. ALL STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE B. ALL STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500 GRADE B. ALL STRUCTURAL STEEL COMPONENTS AND FABRICATED ASSEMBLIES SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
3. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D.1.1/D1.1M2015 STRUCTURAL WELDING CODE. STEEL WELD ELECTRODES SHALL BE E70XX.
4. ALL COAXIAL CABLE CONNECTORS AND TRANSMITTER EQUIPMENT SHALL BE AS SPECIFIED BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES. CONNECTION HARDWARE SHALL BE STAINLESS STEEL.
5. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH. CONTRACTOR SHALL VERIFY NORTH AND INFORM OWNER OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.
6. ALL CAST IN PLACE CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF ACI 318 AND ACI 301, AND SHALL AVE A 28 DAY MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI (U.O.N.). CONCRETE SHALL BE PLACED AGAINST UNDISTURBED SOIL UNLESS OTHERWISE NOTED. MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
7. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60, DEFORMED BILLET STEEL BARS. WELDED WIRE FABRIC REINFORCING SHALL CONFORM TO ASTM A185.
8. THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE LATEST A.I.S.C. SPECIFICATIONS.
9. ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE STEEL FABRICATOR IN ACCORDANCE WITH A.I.S.C. SPECIFICATIONS.
10. HOT-DIP GALVANIZE ITEMS SPECIFIED TO BE ZINC-COATED, AND SHALL CONFORM TO ASTM 123, A153 AND A163 AS APPLICABLE.
11. REPAIR DAMAGED HOT-DIPPED GALVANIZED COATINGS AS A RESULT OF WELDING OR CUTTING (FLAME) OR EXCESSIVELY ROUGH HANDLING DURING SHIPMENT OR ERECTION SHALL CONFORM TO ASTM A780. IF APPLYING STICK OR THICK PASTE MATERIAL SPECIFICALLY DESIGNED FOR REPAIR OF GALVANIZING, CLEAN AREAS TO BE REPAIRED AND REMOVE SLAG FROM WELDS. HEAT SURFACES TO WHICH STICK OR PASTE MATERIAL IS APPLIED WITH A TORCH TO A TEMPERATURE SUFFICIENT TO MELT THE METALLICS. WITH STICK OR PASTE, SPREAD MOLTEN MATERIAL UNIFORMLY OVER SURFACES TO BE COATED AND WIPE OFF EXCESS MATERIAL.
12. CONTRACTOR SHALL FOLLOW THE MANUFACTURER'S INSTRUCTIONS/ ECIFICATIONS IF NO INFORMATION IS CONTAINED IN THESE PLANS OR IF THE MANUFACTURER'S SPECIFICATIONS ARE STRICTER.

SHEET INDEX

DRAWING SHEET NO:	TITLE	REV
T-1	TITLE SHEET	0
C-1	SITE PLAN	0
C-2	ELEVATION VIEW	0
C-3	92A_SECTOR CONFIGURATION	0
C-3A	DETAILS	0
C-4	ANTENNA PLUMBING DIAGRAM	0
C-6	RFDS SHEET (1 OF 2)	0
C-5A	RFDS SHEET (2 OF 2)	0

T-MOBILE SCOPE OF WORK

1. CONTRACTOR WILL PRE-TAPE ALL CONNECTORS WITH 3/4 " TAPE IMMEDIATELY UPON INSTALLATION.
2. CONTRACTOR WILL SET ANTENNA AZIMUTH USING AN LIGNMENT DEVICE ACCURATE TO 0.1°.
3. CONTRACTOR WILL PROVIDE 48 HOURS NOTICE TO SCHEDULE THE SWEEP AND QA TEAM.
4. CONTRACTOR WILL PROVIDE A COMPETENT CREW ON SITE DURING THE SWEEP AND QA.
5. SWEEP AND QA TEAMS WILL ONLY TEST AND INSPECT. THE CONTRACTOR WILL DO ANY AND ALL REPAIRS/REPLACEMENT.
6. SWEEP AND QA TEAM WILL PROVIDE WRITTEN DOCUMENTATION TO THE CONTRACTOR OF ANY DISCREPANCIES AT THE TIME OF INSPECTION.
7. CONTRACTOR WILL WEATHERPROOF ALL CONNECTORS WITH 3/4 " TAPE, BUTYL AND A FINAL LAYER OF 2" TAPE UPON COMPLETION AND ACCEPTANCE OF THE SWEEP.
8. THE GENERAL CONTRACTOR AND HIS SUBCONSULTANTS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THE WORK.
9. ALL CONNECTIONS ARE TO BE WEATHERPROOFED.
10. EXISTING GROUND ON TOWER TO BE USED TO GROUND NEW EQUIPMENT INSTALLED. MATCH EXISTING GROUND CONDUCTOR WITH ANY NEW COMPONENTS.

CODES STATEMENT

THE CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE AUTHORITY HAVING JURISDICTION IN THE REGION WHERE THE WORK IS TO BE PERFORMED. THE CURRENT EDITION OF THE CODES AND STANDARDS IN EFFECT ON THE DATE OF AWARD OF CONTRACT SHALL GOVERN THE DESIGN PARAMETERS.

BUILDING CODE: FLORIDA BUILDING CODE (FBC) 2014 EDITION.

ELECTRICAL CODE: NATIONAL ELECTRICAL CODE, 2011 EDITION.

MECHANICAL CODE: FBC MECHANICAL CODE, 2010 EDITION.

FIRE CODE: 2006 FLORIDA FIRE PREVENTION CODE.

LIGHTNING PROTECTION CODE: NFPA 780 2011 EDITION.

THE CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

AMERICAN CONCRETE INSTITUTE (ACI) 318-08: BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE. AMERICAN INSTITUTE OF STEEL CONSTRUCTION, LRFD 13TH EDITION. TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G: STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES: TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR ELECTRONIC EQUIPMENT.

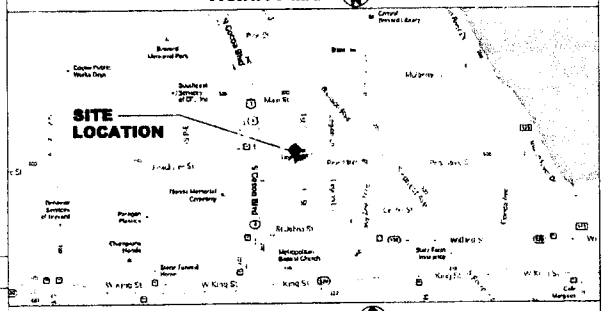
IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY C3 AND HIGH SYSTEM EXPOSURE.

TELCORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS, TELCORDIA GR-1503,COAXIAL CONNECTIONS, ANSI T1-311, FOR TELECOM DC POWER SYSTEMS AND TELECOM ENVIRONMENTAL PROTECTION.

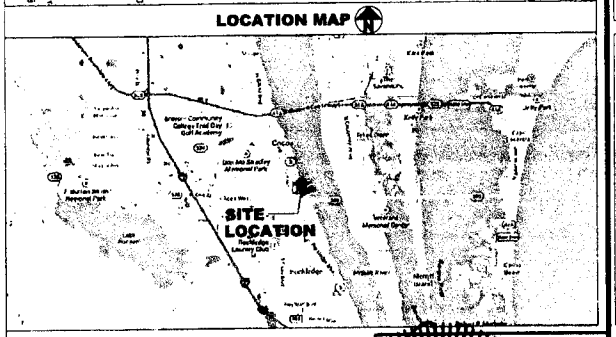
DRIVING DIRECTIONS

FROM INTERSTATE 95 IN COCOA:
TAKE EXIT 201 TOWARD COCOA BEACH 0.3 MI, MERGE ONTO FL-520 E/STE 520 E/STATE 520 E/STATE ROUTE 520 E/W KING ST 3.8 MI
TURN LEFT ONTO S COCOA BLVD 0.1 MI, TAKE THE 2ND RIGHT ONTO PEACHTREE ST
DESTINATION WILL BE ON THE LEFT 340 FT

VICINITY MAP



LOCATION MAP



DESIGN CRITERIA

DESIGN WIND SPEED:
150 MPH ULTIMATE (3-SECOND GUST)
116 MPH NOMINAL (3-SECOND GUST)

INFORMATION FOR DESIGN CRITERIA TAKEN FROM A STRUCTURAL REPORT BY KCI TECHNOLOGIES INC., DATED MAY 26, 2016.

IMPORTANCE FACTOR: 1.0
EXPOSURE CATEGORY: C
RISK FACTOR: II

IN ACCORDANCE WITH FLORIDA BUILDING CODE 2014 (5TH EDITION)

PROJECT TEAM

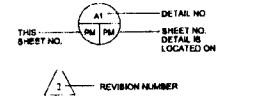
ENGINEER
KCI TECHNOLOGIES, INC.
10401 HIGHLAND MANOR DR
SUITE 120
TAMPA, FLORIDA 33610

ENGINEER:
JAMES T. FENNELL, P.E.
FL LICENSE NO. 63808

PROJECT MANAGER:
SAM ARBUTHNOT

T-MOBILE
CAROLE BRADLEY
813-348-2502 5801
BENJAMIN CENTER DRIVE,
SUITE 110 A-B TAMPA,
FLORIDA 33634

SYMBOLS



PROJECT DATA

PARCEL NUMBER: 24-36-33-01-00000.0-0034.00
TAX ID: 2425659
OWNER: CITY OF COCOA
LATITUDE: 28°21'28.93"
LONGITUDE: 80°43'55.79"
JURISDICTION: CITY OF COCOA
CLASSIFICATION: C-C

JAMES T. FENNELL LICENSE No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS

NO	DATE		BY
A	05/26/16	90% SUBMITTAL	TS
B	07/14/16	100% SUBMITTAL	TS

DRAWN BY: T. SMALL
CHECKED BY: S. ARBUTHNOT
APPROVED BY: J. FENNELL

KCI TECHNOLOGIES
FLORIDA CERTIFICATE OF AUTHORIZATION #27637
KCI TECHNOLOGIES, INC.
10401 HIGHLAND MANOR DRIVE
SUITE 120
TAMPA, FLORIDA 33610
(813) 740-2300

T-Mobile
5901 BENJAMIN CENTER DR., SUITE 110 A-B
TAMPA, FL 33634

A2C0020A
COCOA VILLAGE-WATER TANK
318 PEACHTREE STREET
COCOA, FL 32922

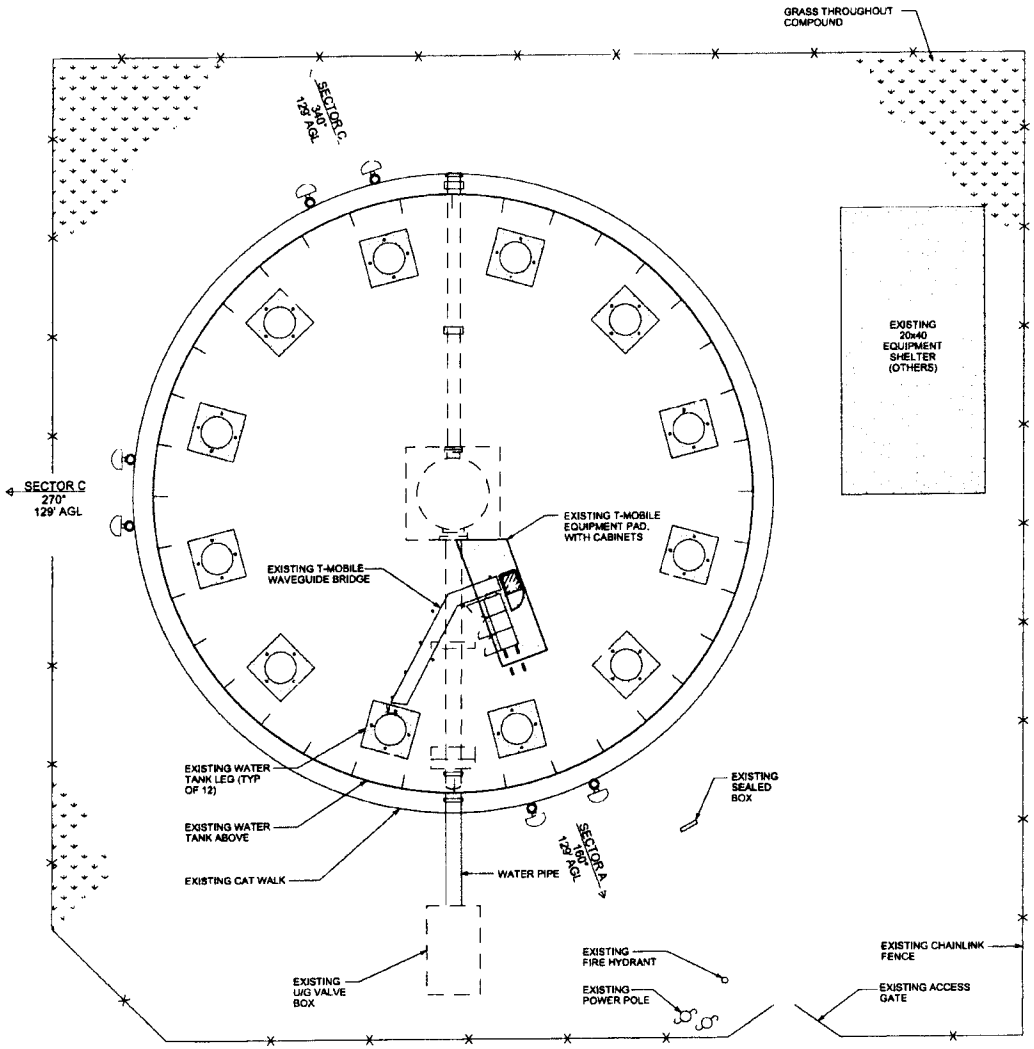
ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO 63808

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SCALE: AS NOTED
DATE: 05/20/16
KCI JOB NUMBER # 8816002864.7

SHEET TITLE
TITLE SHEET

SHEET
T-1



NOTE:

COMPOUND LAYOUT TAKEN FROM INFORMATION AS PROVIDED BY T-MOBILE.

SITE PLAN
NOT TO SCALE

N

REVISIONS

NO	DATE		BY
A	05/20/16	90% SUBMITTAL	TS
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1			
2			

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APPROVED BY: J. FENNELL

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FLORIDA CERTIFICATE OF AUTHORIZATION #30005698
KCI TECHNOLOGIES, INC.
10401 HIGHLAND MANOR DRIVE
SUITE 120
TAMPA, FLORIDA 33610
(813) 740-2399

T-Mobile
5001 BRINKMAN CENTRE DR., SUITE 110 A.A.
TAMPA, FL 33624

A2C0020A
COCOA VILLAGE-WATER TANK
310 PEACHTREE STREET
COCOA, FL 32922

ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

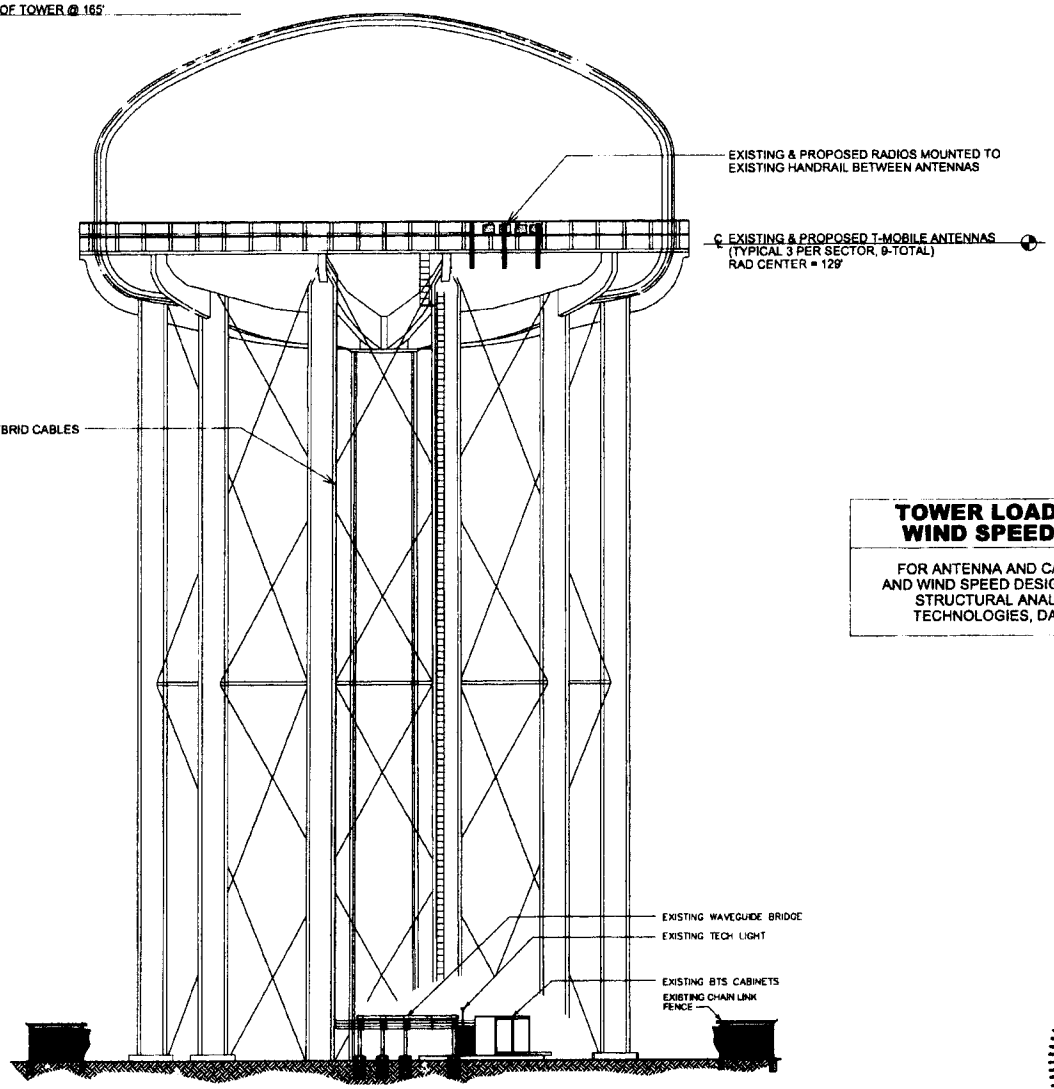
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SCALE: AS NOTED
DATE: 05/20/16
KCI JOB NUMBER: 081900266A7

SHEET TITLE
SITE PLAN

SHEET
C-1

JAMES T. FENNELL LICENSE No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER



TOWER ELEVATION
NOT TO SCALE

TOWER LOADING AND WIND SPEED DESIGN

FOR ANTENNA AND CABLE LOADING AND WIND SPEED DESIGN CRITERIA, SEE STRUCTURAL ANALYSIS BY KCI TECHNOLOGIES, DATED 5/26/16.

NOTES:
1. ELEVATION SHOWN FOR REFERENCE ONLY. DO NOT USE FOR DIMENSIONING.

2. SOME EXISTING EQUIPMENT NOT SHOWN FOR CLARITY.

JAMES T. FENNELL LICENSE No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS

NO	DATE		BY
4	05/20/16	90% SUBMITTAL	TS
5	07/12/16	100% SUBMITTAL	TS

DRAWN BY: T. SMALL
CHECKED BY: S. ARBUTHNOT
APPROVED BY: J. FENNELL

KCI TECHNOLOGIES
FLORIDA LICENSE NO. 28966
KCI TECHNOLOGIES, INC.
10401 HIGHLAND MANOR DRIVE
SUITE 120
TAMPA, FLORIDA 33610
(813) 748-2300

T-Mobile
8001 BENJAMIN CENTRE BLVD., SUITE 110 #4
TAMPA, FL 33634

A2C0020A
COCOA VILLAGE-WATER TANK
318 PEACHTREE STREET
COCOA, FL 32922

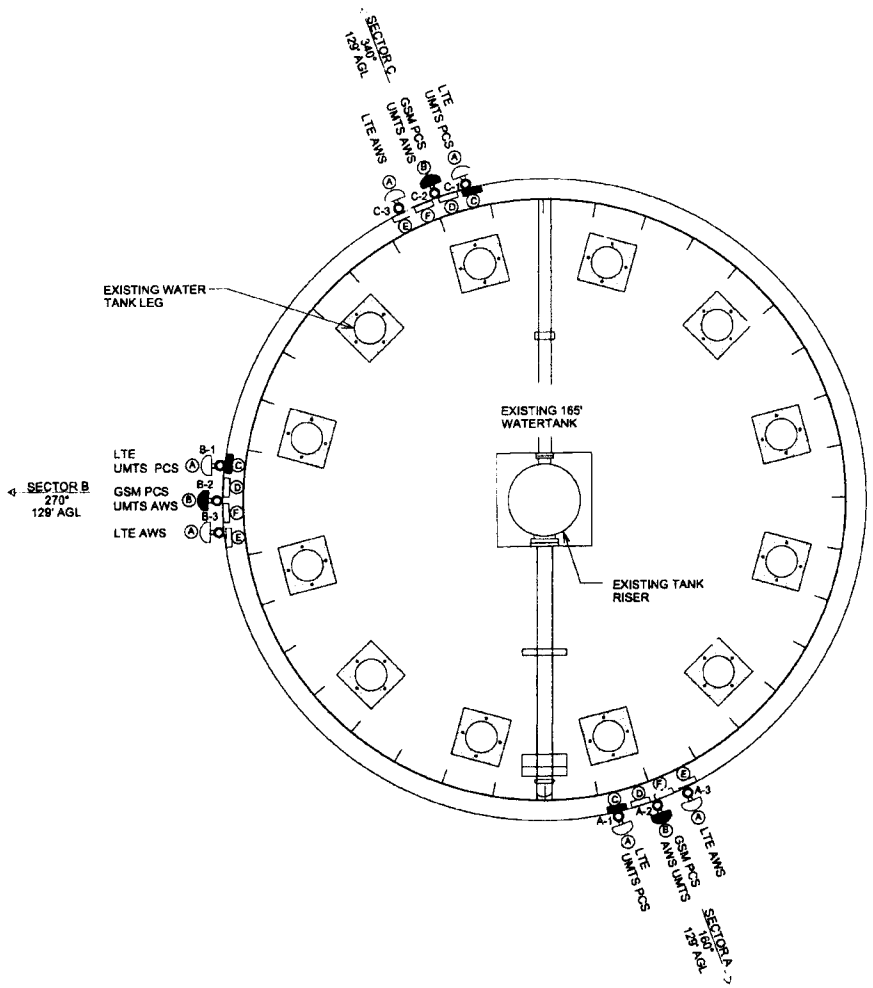
ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

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SCALE: AS NOTED
DATE: 05/20/16
KCI JOB NUMBER: 58160026SA7

SHEET TITLE
ELEVATION VIEW

SHEET
C-2



	EXISTING EQUIPMENT TO REMAIN	PROPOSED EQUIPMENT INVENTORY
ANTENNAS	(6)–TMBXX-6517-A2M (TO BE REUSED)	(3)–TMBX-6517-A2M
COAXIAL CABLE	(3)–1.24" HCS HYBRID CABLE (TO BE REUSED)	
RADIOS	(3)– FRIG (3)– FXFB	(3)–FHFB
DISTRIBUTION BOX	(3) COVP	

ALL PROPOSED EQUIPMENT IS LOW VOLTAGE, DC POWER.

NOTES:

JUMPER LENGTHS NOT TO EXCEED 15' FROM TOWER MOUNTED RADIO UNITS TO ANTENNAS.

FINAL MOUNTING LOCATIONS FOR PROPOSED EQUIPMENT TO BE DETERMINED IN FIELD.

PAINTING NOTE:
ALL PROPOSED ANTENNAS AND APPURTENANCES TO BE PAINTED TO MATCH WATER TANK

A	TMBXX-6517-A2M	(ANTENNA)
B	TMBX-6517-A2M	(ANTENNA)
C	FHFB	(RADIO)
D	FXFB	(RADIO)
E	FRIG	(RADIO)
F	COVP	(DIST.BOX)

DETAIL KEY

GENERAL NOTE:

WHITE SHADED ANTENNAS & APPURTENANCES TO BE REUSED. BLACK SHADED ANTENNAS AND APPURTENANCES ARE NEW. LEAVING (9) TOTAL ANTENNAS & (9) RRUs AT THE RAD CENTER BEING MODIFIED.

ALL INFORMATION SHOWN ON CONFIGURATION DETAIL PROVIDED BY T-MOBILE. REFER TO ANTENNA PLUMBING DIAGRAM AND RADIO FREQUENCY DATA SHEET ON SHEETS C-4,C-5 AND C-5A RESPECTIVELY.

92A_SECTOR CONFIGURATION DETAIL
NOT TO SCALE

JAMES T. PENNELL LICENSE No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE		BY
A	05/20/16	90% SUBMITTAL	TS
B	07/12/16	100% SUBMITTAL	TS

DRAWN BY: T. SMALL
CHECKED BY: S. ARBUTHNOTT
APPROVED BY: J. PENNELL

KCI TECHNOLOGIES
KCI TECHNOLOGIES, INC.
10401 HIGHLAND MANOR DRIVE
SUITE 120
TAMPA, FLORIDA 33610
(813) 740-2300

T-Mobile
8661 BENJAMIN ROAD, SUITE 110 A.K.
A2C0020A
COCOA VILLAGE-WATER TANK
316 PEACHTREE STREET
COCOA, FL 32922

ENGINEER:
JAMES T. PENNELL, PE
FL LICENSE NO. 63808

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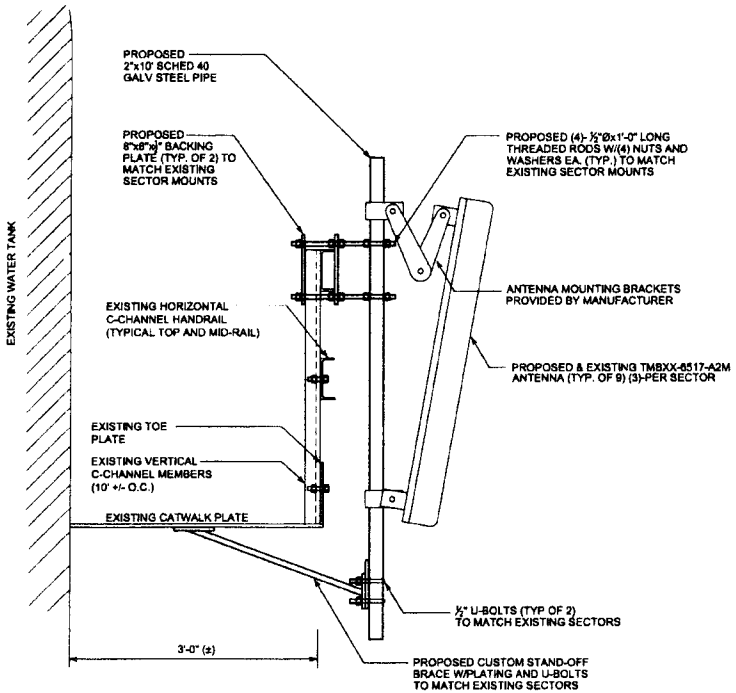
SCALE: AS NOTED

DATE: 05/20/16

JOB NUMBER: 881860264A7

SHEET TITLE
92A_SECTOR CONFIGURATION

SHEET
C-3

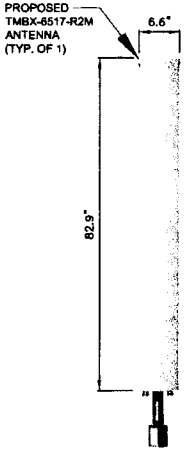


ANTENNA MOUNT DETAIL (TYPICAL)
NOT TO SCALE



RRU DETAIL (FHFB)
NOT TO SCALE

HEIGHT: W/LOWER BRACKET=34.3"
W/O LOWER BRACKET=25.1"
W/O BRACKETS=23.0"
DEPTH=7.8"
WIDTH=12.6"
WEIGHT=51.0 LBS



ANTENNA DETAIL
NOT TO SCALE
(WEIGHT=15.4 LBS)

NOTE:

ALL ANTENNAS AND APPURTENANCES TO BE MOUNTED PER MANUFACTURER'S RECOMMENDATIONS. PLEASE REFER TO PRODUCT SPECIFICATION SHEETS.

JAMES T. FENNELL LICENSE No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER 2016

REVISIONS

NO	DATE		BY
A	03/29/16	95% SUBMITTAL	TS
0	05/20/16	100% SUBMITTAL	TS
1			
2			

DRAWN BY: T. SMALL
CHECKED BY: S. ABBUTHNOT
APPROVED BY: J. FENNELL

KCI TECHNOLOGIES
FLORIDA LICENSE NO. EB0000696
KCI TECHNOLOGIES, INC.
10401 HIGHLAND MANOR DRIVE
SUITE 120
TAMPA, FLORIDA 33610
(813) 740-2300

T-Mobile
5601 MARKET CENTER BLVD. SUITE 110 A-E
TAMPA, FL 33634

A2C0020A
COCOA VILLAGE-WATER TANK
210 PEACHTREE STREET
COCOA, FL 32922

ENGINEER:
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FL LICENSE NO. 63808

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SCALE: AS NOTED
DATE: 05/20/16
KCI JOB NUMBER: 68160026A7

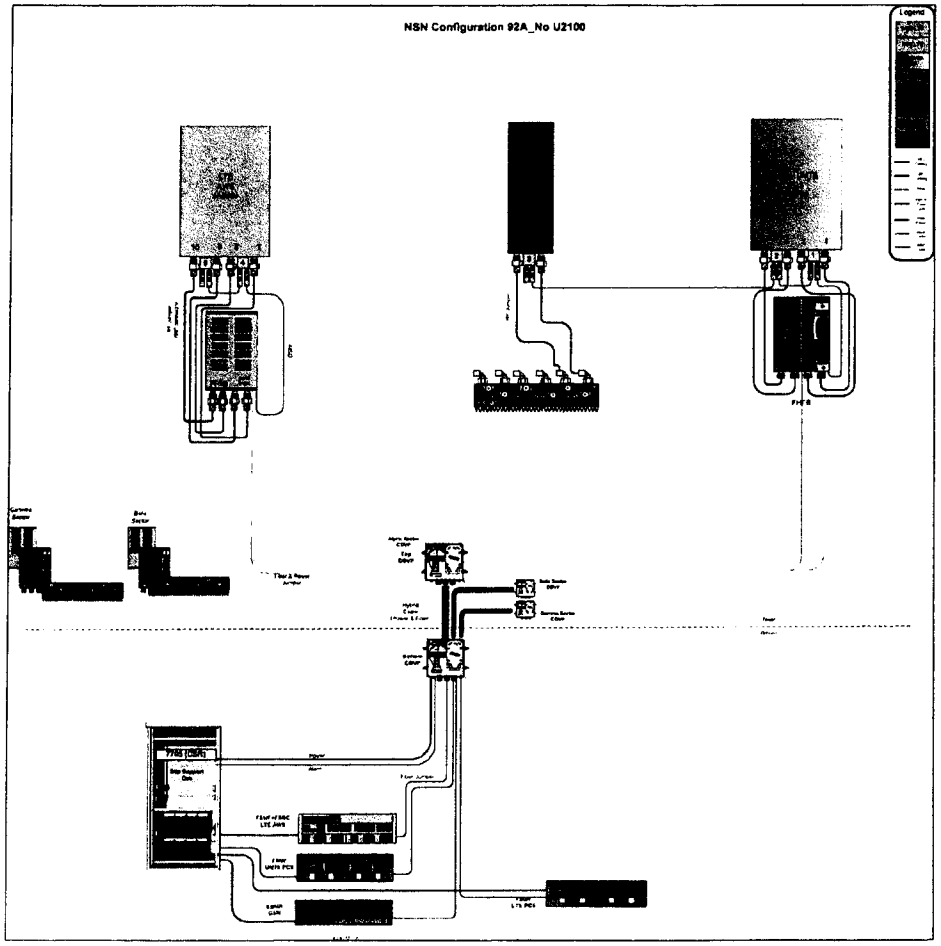
SHEET TITLE
DETAILS

SHEET
C-3A

Section 1 - Site Information

Site ID: A2C0020A	Site Name: Cocoa Village-Watertank	Latitude: 28.35803575
Status: Final	Site Class: Watertank	Longitude: -80.73218210
Version: 1.1	Site Type: Structure Non Building	Address: 318 Peachtree Street
Project Type: Capacity	Solution Type: Tower Top	City, State: Cocoa, FL
Approved: 5/20/2016 11:30:21 AM	Plan Year: 2016	Region: SOUTH
Approved By: GSM1900\SMehta5	Market: ORLANDO	
Last Modified: 5/20/2016 11:30:21 AM	Vendor: Nokia	
Last Modified By: GSM1900\SMehta5	Landlord: City of Cocoa	

RAN Template: 92A_No U2100		AL Template: 92A_No U2100		
Sector Count: 3	Antenna Count: 9	Line Count: 0	TMA Count: 0	RRU Count: 9



ANTENNA PLUMBING DIAGRAM

NOTE:

ALL INFORMATION SHOWN ON CONFIGURATION DETAIL PROVIDED BY T-MOBILE. REFER TO ANTENNA PLUMBING DIAGRAM AND RADIO FREQUENCY DATA SHEET ON SHEETS C-4, C-5 AND C-5A RESPECTIVELY.

JAMES T. FENNELL LICENSE No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE		BY
A	5/20/16	90% SUBMITTAL	TS
B	6/1/16	100% SUBMITTAL	TS
1			
2			

DRAWN BY: T. SMALL
CHECKED BY: S. ABUTHNOT
APPROVED BY: J. FENNELL

KCI TECHNOLOGIES
FLORIDA CERTIFICATE OF AUTHORIZATION #30958
KCI TECHNOLOGIES, INC.
10401 HIGHLAND MANOR DRIVE
SUITE 120
TAMPA, FLORIDA 33610
(813) 740-2380

T-Mobile
5001 BRALEIGH CENTRE DR., SUITE 110 A.K.
TAMPA, FL 33634

A2C0020A
COCOA VILLAGE-WATER TANK
318 PEACHTREE STREET
COCOA, FL 32922

ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

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AS NOTED
DATE: 05/20/16
KCI JOB NUMBER: 65160028SA7

SHEET TITLE
ANTENNA PLUMBING DIAGRAM

SHEET
C-4

Proposed RAN Equipment				
Template: 92A_No U2100				
Enclosure	1	2	3	4
Enclosure Type	Ancillary Equipment	Generic Cabinet	Generic Site Support Cabinet	Tower Top Mount
Baseband		ESMB (G1900) FSMF (L2100) FSMF (U1900) FSMF (L1900)		
Baseband Submodule		FBBC (L2100) FBBC (L1900)		
Hybrid Cable System	NSN LowCap HCS 175ft NSN LowCap HCS 200ft NSN LowCap HCS 250ft			
Junction Box	Large COVP			Large COVP (x3)
Power subsystem			Batteries *Select size* Breakers *Select size* CSR 7705 *Select model* Rectifier Shelf *Select size*	
Radio				FHFB (x3) U1900 L1900 FRIG (x3) L2100 FXPB (x3) G1900
RAN Scope of Work:				
<04/25/2016>: Rev2 initial L1900 design added. <05/20/2016>: Rev3 Updated RAD center and azimuth to match with the site.				

Sector 1 (Proposed) view from front (Note: the images show view from behind)					
Coverage Type	A - Outdoor Macro				
Antenna	1		2	3	
Antenna Model	TMBXX-6517-A2M (Quad)		TMBXX-6517-A1M (Dual)	TMBXX-6517-A2M (Quad)	
Azimuth	160		160	160	
M. Tilt	0		0	0	
Height	129		129	129	
Ports	P1	P2	P3	P4	P5
Active Tech.	U1900 L1900	U1900 L1900	G1900	L2100	L2100
Dark Tech.					
Restricted Tech.					
Decomm. Tech.					
E. Tilt					
Cables					
TMAs					
Diplexers / Combiners					
Radio					
Sector Equipment					

RFDS SHEET

CONTRACTOR TO VERIFY THAT THIS IS THE LATEST VERSION OF THE RF DATA SHEET PRIOR TO THE ORDERING OF MATERIALS.

NOTE:

ALL INFORMATION SHOWN ON CONFIGURATION DETAIL PROVIDED BY T-MOBILE. REFER TO ANTENNA PLUMBING DIAGRAM AND RADIO FREQUENCY DATA SHEET ON SHEETS C-4, C-5 AND C-5A RESPECTIVELY.

JAMES T. FENNELL License No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS

NO.	DATE	
A	05/06/16	90% SUBMITTAL
B	05/11/16	100% SUBMITTAL
1		
2		

BY:
TS
TS

DRAWN BY: T. SMALL
CHECKED BY: S. ARBUTINOT
APPROVED BY: J. FENNELL

KCI TECHNOLOGIES
FLORIDA LICENSING: EB0000688
KCI TECHNOLOGIES, INC.
10461 HIGHLAND MANOR DRIVE
SUITE 120
TAMPA, FLORIDA 33610
(813) 740-2300

T-Mobile
5991 RIEHLMANN CENTER DR., SUITE 110 A.K.
TAMPA, FL 33634

A2C0020A
COCOA VILLAGE-WATER TANK
316 PEACHTREE STREET
COCOA, FL 32922

ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

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SCALE: AS NOTED
DATE: 05/20/16
KCI JOB NUMBER: 55150028A7

SHEET TITLE
RFDS SHEET
(1 OF 2)

SHEET
C-5

Sector 2 (Proposed) view from front (Note: the images show view from behind)					
Coverage Type	A - Outdoor Macro				
Antenna	1		2	3	
Antenna Model	TMBXX-6517-A2M (Quad)		TMBX-6517-A1M (Dual)	TMBXX-6517-A2M (Quad)	
Azimuth	270		270	270	
M. Tilt	0		0	0	
Height	129		129	129	
Ports	P1	P2	P3	P4	P5
Active Tech.	U1900 L1900	U1900 L1900	G1900	L2100	L2100
Dark Tech.					
Restricted Tech.					
Decomm. Tech.					
E. Tilt					
Cables					
TMAs					
Diplexers / Combiners					
Radio					
Sector Equipment					

Sector 3 (Proposed) view from front (Note: the images show view from behind)					
Coverage Type	A - Outdoor Macro				
Antenna	1		2	3	
Antenna Model	TMBXX-6517-A2M (Quad)		TMBX-6517-A1M (Dual)	TMBXX-6517-A2M (Quad)	
Azimuth	340		340	340	
M. Tilt	0		0	0	
Height	129		129	129	
Ports	P1	P2	P3	P4	P5
Active Tech.	U1900 L1900	U1900 L1900	G1900	L2100	L2100
Dark Tech.					
Restricted Tech.					
Decomm. Tech.					
E. Tilt					
Cables					
TMAs					
Diplexers / Combiners					
Radio					
Sector Equipment					

RFDS SHEET

CONTRACTOR TO VERIFY THAT THIS IS THE LATEST VERSION OF THE RF DATA SHEET PRIOR TO THE ORDERING OF MATERIALS.

NOTE:

ALL INFORMATION SHOWN ON CONFIGURATION DETAIL PROVIDED BY T-MOBILE. REFER TO ANTENNA PLUMBING DIAGRAM AND RADIO FREQUENCY DATA SHEET ON SHEETS C-4, C-5 AND C-5A RESPECTIVELY.

JAMES T. FENNELL LICENSE No. 63808 STATE OF FLORIDA PROFESSIONAL ENGINEER

REVISIONS

NO	DATE	
A	05-20-16	90% SUBMITTAL
B	6-10-16	100% SUBMITTAL

DRAWN BY: T. SMALL
CHECKED BY: S. ARBUTHNOT
APPROVED BY: J. FENNELL

KCI TECHNOLOGIES
FLORIDA LICENSE NO. EB0000696
KCI TECHNOLOGIES, INC.
11401 RICHMOND AVENUE, HOUSTON DRIVE
SUITE 120
TAMPA, FLORIDA 33610
(813) 749-2300

T-Mobile
5887 BENJAMIN CENTER DR., SUITE 110 A.E.
TAMPA, FL 33634

A2C0020A
COCOA VILLAGE-WATER TANK
515 BREVARD AVENUE
COCOA, FL 32922

ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

THIS DRAWING IS THE PROPERTY OF THE SURVEYOR/ENGINEER AND MAY NOT BE USED OR REPRODUCED WITHOUT THE SURVEYOR/ENGINEER'S WRITTEN PERMISSION

SCALE: AS NOTED
DATE: 05/20/16
SITE NUMBER: BS1600208A7

SHEET TITLE
RFDS SHEET (2 OF 2)

SHEET
C-5A

UNITED COMMERCIAL
REAL ESTATE SERVICES, INC.

November 8, 2016

City of Cocoa
351 Shearer Blvd
Cocoa, FL 32933
Attn: Norma Hernandez

RE: T-Mobile @ 318 Peachtree Street, Cocoa, FL 32922
Site: A2C0020A

Norma,

Please find enclosed (4) originals of T-Mobile's partially executed 2nd Amendment for the City's crossed- signature. Upon full execution, please mail (2) originals to my attention to the below address.

Mail To:

Lea Collins
314 Bellview Place
Sanford, FL 32771

Thank you for your assistance and please do not hesitate to contact me with any further questions.

Respectfully,

Lea Collins
Mobile: 407-694-8951
Email: lcollins@unitedcommercial.net

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

December 15, 2016

Lea Collins
314 Bellview Place
Sanford, FL 32771

Re: Second Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower

To Whom It May Concern:

Enclosed as requested, are two fully executed agreements as approved by Cocoa City Council on 12/13/2016.

If you have any questions, please contact my office at (321) 433-8484.

Sincerely,

Carie Shealy

Carie Shealy, CMC
City Clerk

Site #: A2C0020A
Market: Orlando

THIRD AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATION ANTENNA ON EXISTING WATER TOWER

THIS THIRD AMENDMENT to License Agreement for Wireless Communication Antenna on Existing Water Tower ("Third Amendment") is made and entered into by and between City of Cocoa, a Florida municipal corporation ("Licensor"), and T-Mobile South LLC, a Delaware limited liability company ("Licensee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Licensor and Licensee (or as applicable, their respective predecessors in interest) entered into a License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 11, 1997, amended by that certain First Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 26, 2010, further amended by that certain Addendum to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 8, 2014, and further amended by that certain Second Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower dated December 13, 2016 (collectively, the "License Agreement"), with respect to Premises located at 318 Peachtree Street, Cocoa, FL 32922.

B. Licensor and Licensee desire to enter into this Third Amendment in order to modify and amend certain provisions of the License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee covenant and agree as follows:

1. Effective on the date that Licensee begins installation of the equipment as specified on the attached Exhibit "3-A", which date Licensee shall notify Licensor in writing, (a) Licensee will have the right to modify its Antenna Facilities as described and depicted on Exhibit "3-A", which is attached hereto and by this reference incorporated herein, and Licensor hereby consents to and approves of the modifications described and depicted on Exhibit "3-A" in all respects, and (b) the Rent that Licensee pays Licensor will be increased by One Hundred Dollars ($100.00) per month.

2. The terms and conditions of the License Agreement are incorporated herein by this reference, and capitalized terms used in this Third Amendment shall have the same meanings such terms are given in the License Agreement. Except as specifically set forth herein, this Third Amendment shall in no way modify, alter or amend the remaining terms of the License Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the License Agreement and this Third Amendment, the terms and conditions of this Third Amendment will govern and control.

4. Licensor represents and warrants to Licensee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Third Amendment, or if any such third-party consent or approval is required, Licensor has obtained any and all such consents or approvals.

Site #: A2C0020A
Market: Orlando

SIGNATURES NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this THIRD Amendment effective as of the date of execution by the last party to sign.

LICENSOR: City of Cocoa,
a Florida municipal corporation

By: _____
Name: Jake Williams, Jr.
Title: Mayor
Date: January 9, 2019

Witnesses:

_____
Print Name: Monica Arsenault

_____
Print Name: Carie Shealy

LICENSEE: T-Mobile South LLC,
a Delaware limited liability company

TMO Legal 2018.10.08 12:21:39 -04'00'

By: _____
Name: Jess Louk
Title: Director, Network Engineering & Ops.
Date: 11/7/18

Witnesses:

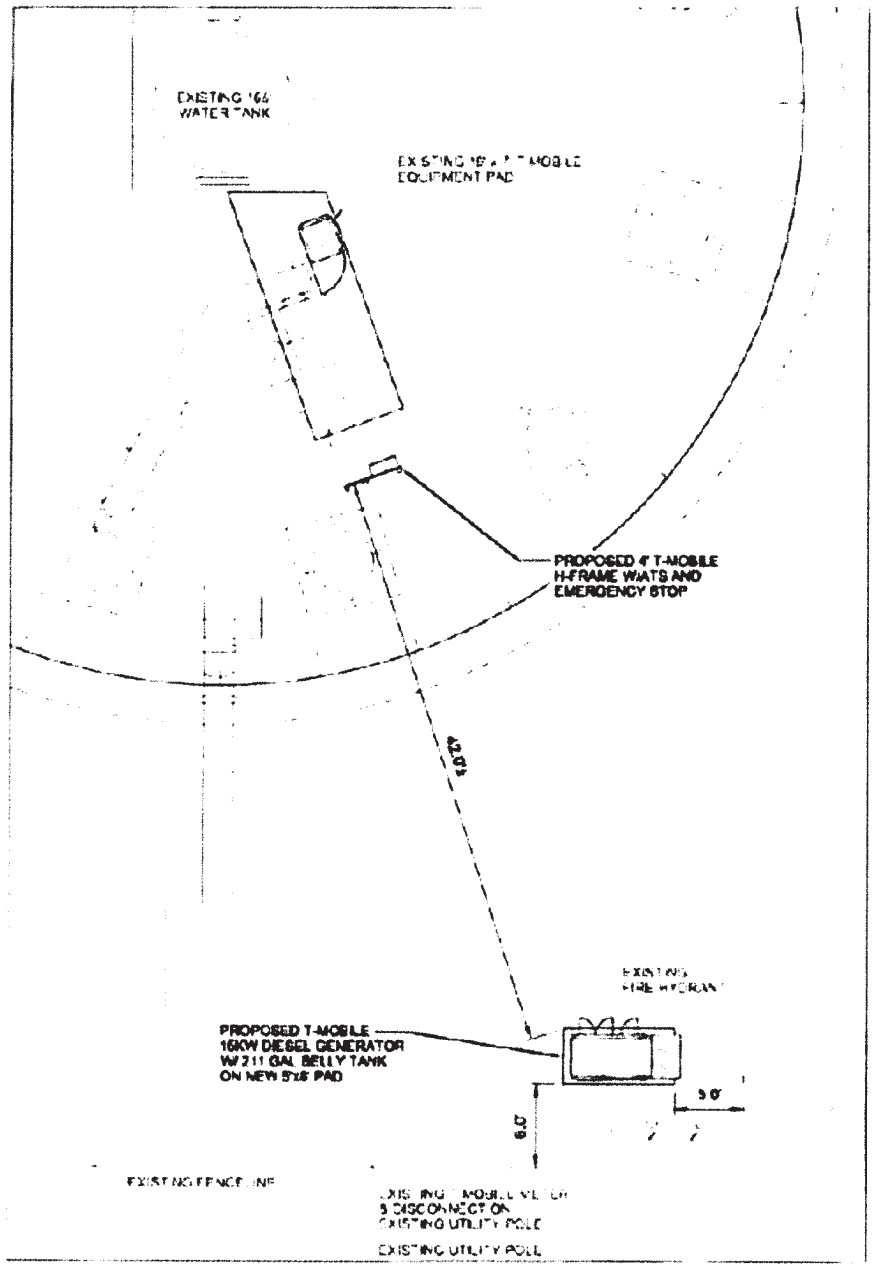
_____
Print Name: Adam Mortensen

_____
Print Name: Evan Vale

Site #: A2C0020A
Market: Orlando

Exhibit "3-A"

T Mobile to install 15KW 211 Gallon Generator on 5'x8' Pad



T-Mobile

11/27/18

David Fisher
351 Shearer Blvd.
Cocoa, FL 32922
321.635.7773

RE: T-Mobile Generator Amendment – A2C0020A

Hi David,

Please find four partially executed amendments for the upcoming T-Mobile generator project. Please have them signed and witnessed, and return two fully executed originals to Pete Snow at the address shown at the bottom of this page. Please contact me if you have questions.

Thank you!

Susan Vale
Site Acquisition Manager
TruNorthe, LLC
720.935.8848
Susan.Vale18@T-Mobile.com
On behalf of T-Mobile

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

January 10, 2019

T-Mobile
ATTN: Pete Snow
5901 Benjamin Center Drive
Suite 110 A-B
Tampa, FL 33634

Re: Third Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower

Dear Mr. Snow:

Per your request, enclosed are two (2) fully executed originals of the above referenced agreement. This was approved by the City Council of the City of Cocoa on January 9, 2019.

If you have any questions or need further assistance, please contact my office at (321) 433-8484 or by email at cshealy@cocoafl.org.

Sincerely,

Carie E. Shealy, MAA, MMC
City Clerk

Site # A2C0020A
Site Name: Cocoa Village WaterTank
Orlando

FOURTH AMENDMENT TO LICENSE AGREEMENT FOR WIRELESS COMMUNICATION ANTENNA ON EXISTING WATER TOWER

THIS FOURTH AMENDMENT to License Agreement for Wireless Communication Antenna on Existing Water Tower ("Fourth Amendment") is made and entered into by and between **City of Cocoa**, a Florida municipal corporation ("Licensor"), **and T-Mobile South LLC.**, a Delaware limited liability company ("Licensee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Licensor and Licensee (or as applicable, their respective predecessors in interest) entered into a License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 11, 1997, (the "Lease"), as amended by that certain First Amendment to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 26, 2010, as amended by that certain Addendum to License Agreement for Wireless Communication Antenna on Existing Water Tower dated August 8 , 2014, as amended by that certain Second Amendment dated December 13, 2016, as amended by the Third Amendment dated January 9, 2019, (collectively, the "License Agreement"), with respect to Premises located at 318 Peachtree Street, Cocoa, FL 32922.

B. Licensor and Licensee desire to enter into this Fourth Amendment in order to modify and amend certain provisions of the License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee covenant and agree as follows:

1. Effective on the date that Licensee begins installation as specified on the attached Exhibit "4-A", which date Licensee shall notify Licensor in writing, Licensee will have the right to modify its Antenna Facilities as described and depicted on Exhibit "4-A", which is attached hereto and by this reference incorporated herein, and Licensor hereby consents to and approved of the modifications described and depicted on Exhibit "4-A" in all respects.

2. The terms and conditions of the License Agreement are incorporated herein by this reference, and capitalized terms used in this Fourth Amendment shall have the same meanings such terms are given in the License Agreement. Except as specifically set forth herein, this Fourth Amendment shall in no way modify, alter or amend the remaining terms of the License Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Fourth Amendment will govern and control.

3. Licensor represents and warrants to Licensee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Fourth Amendment, or if any such third party consent or approval is required, Licensor has obtained any and all such consents or approvals.

[SIGNATURE PAGES FOLLOW]

Site # A2C0020A
Site Name: Cocoa Village WaterTank
Orlando

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

City of Cocoa,

By: _____
Name: Michael C. Blake

Title: Mayor

Date: 3/09/2021

T-Mobile South LLC,

By: _____
Name: Jess Louk

Title: Director, Network Engineering and Operations

Date: 2/5/21

TMO Legal 2021.01.25 09:11:43 -05'00'

Witnesses:

_____
Name: Carie Sheary

_____
Name: Monica Arsenault

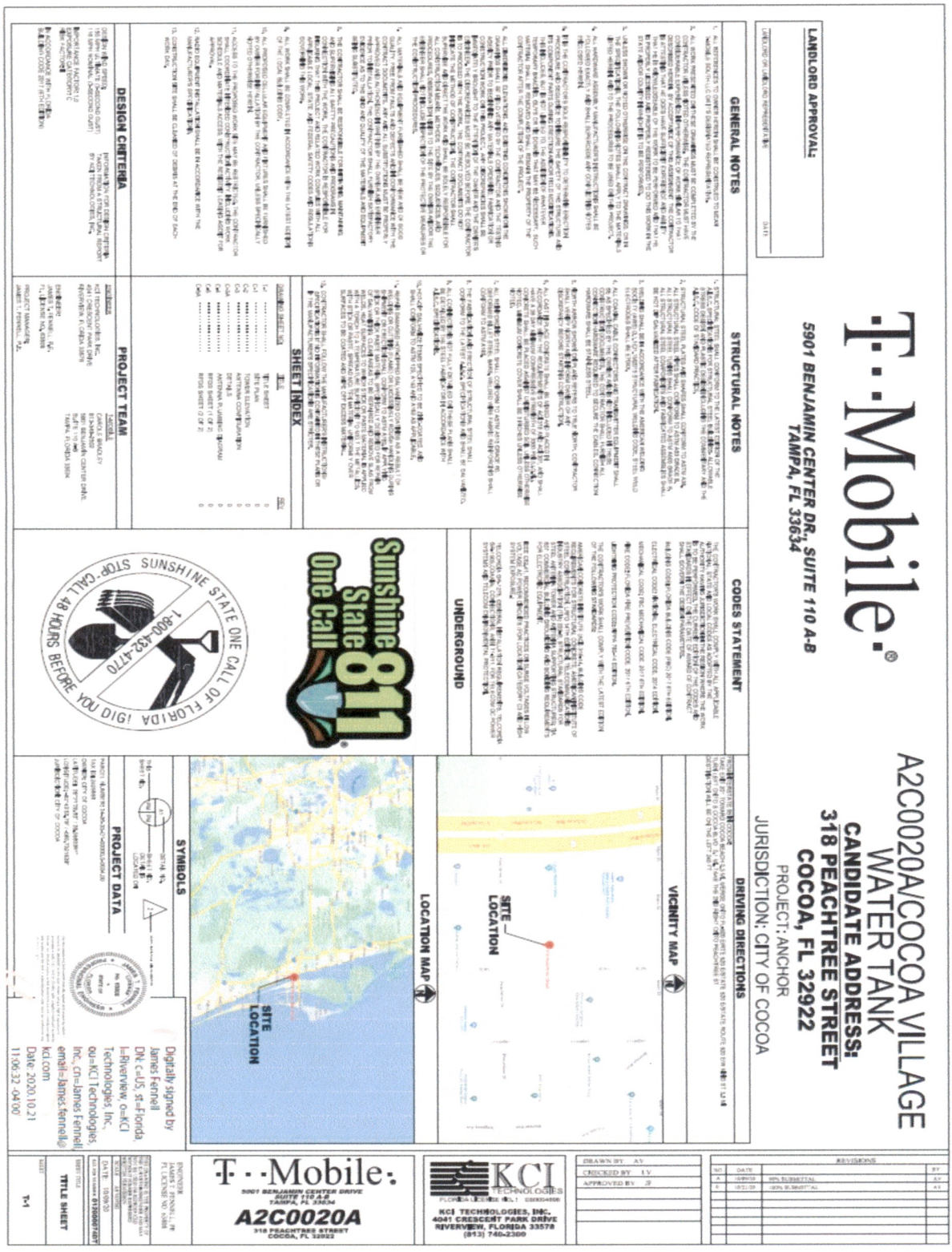
Witnesses:

_____
Name: Philip Noll

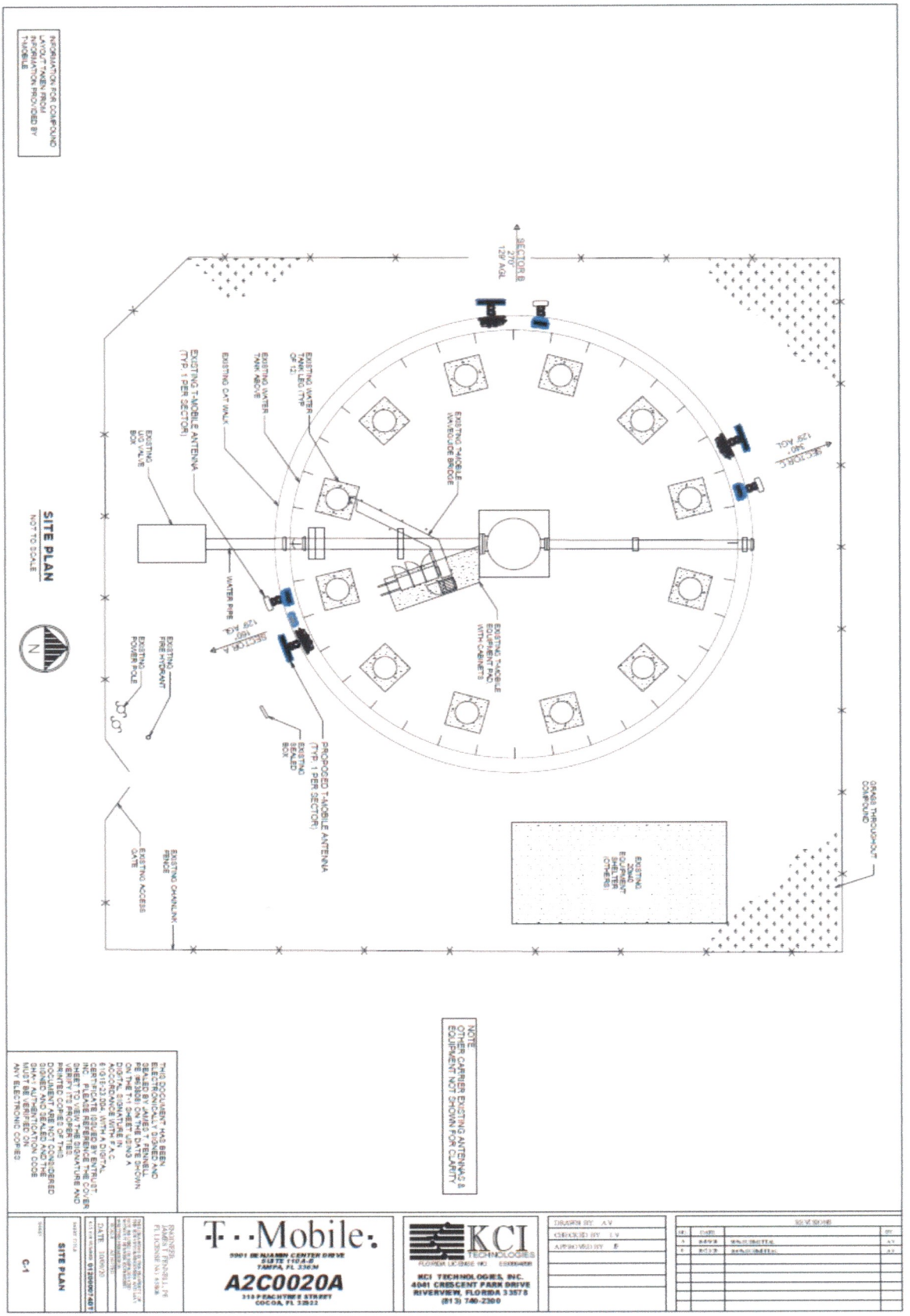
_____
Name: Rachell Noll

Site # A2C0020A
Site Name: Cocoa Village WaterTank
Orlando

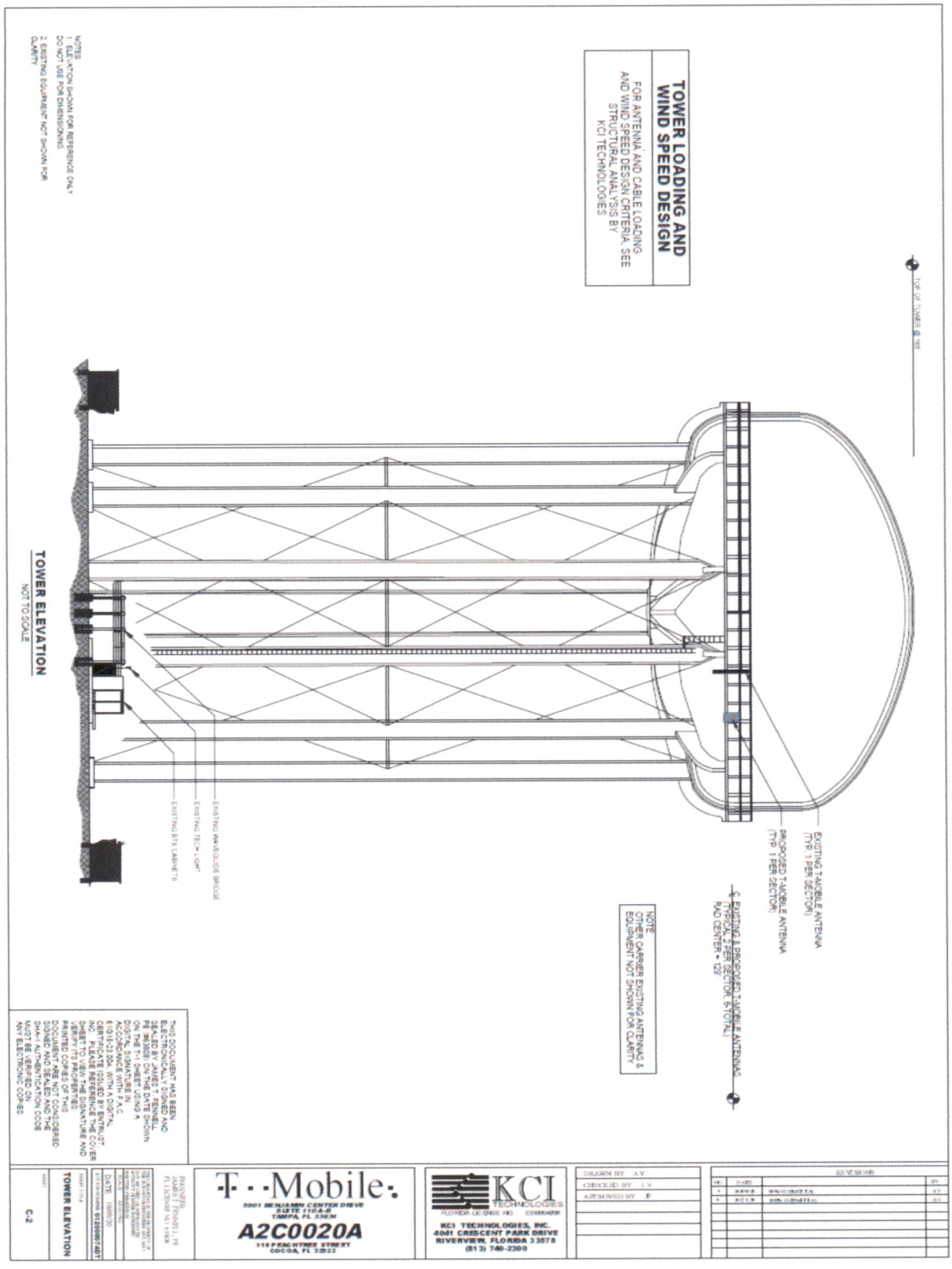
Exhibit 4-A



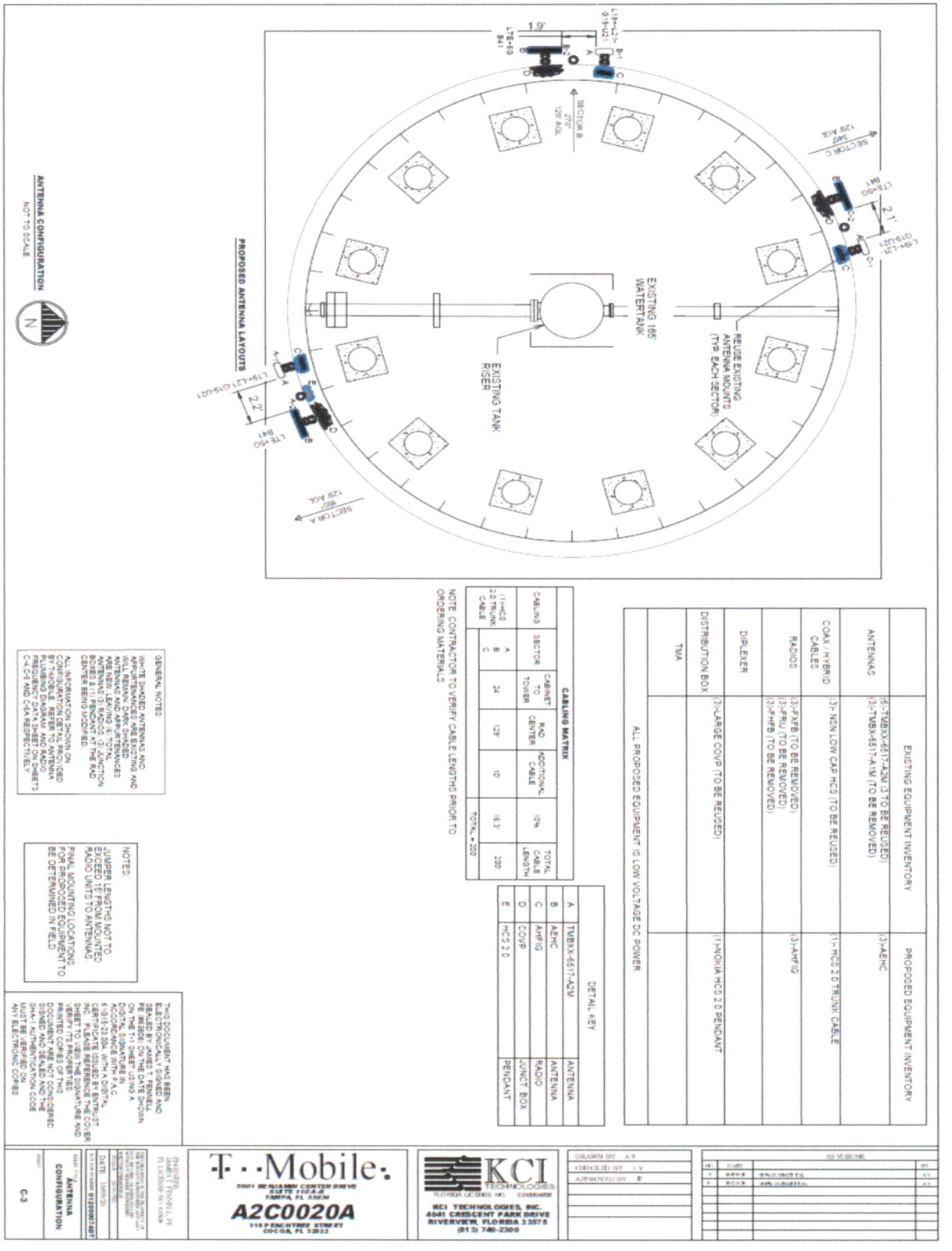
Site # A2C0020A
Site Name: Cocoa Village WaterTank
Orlando



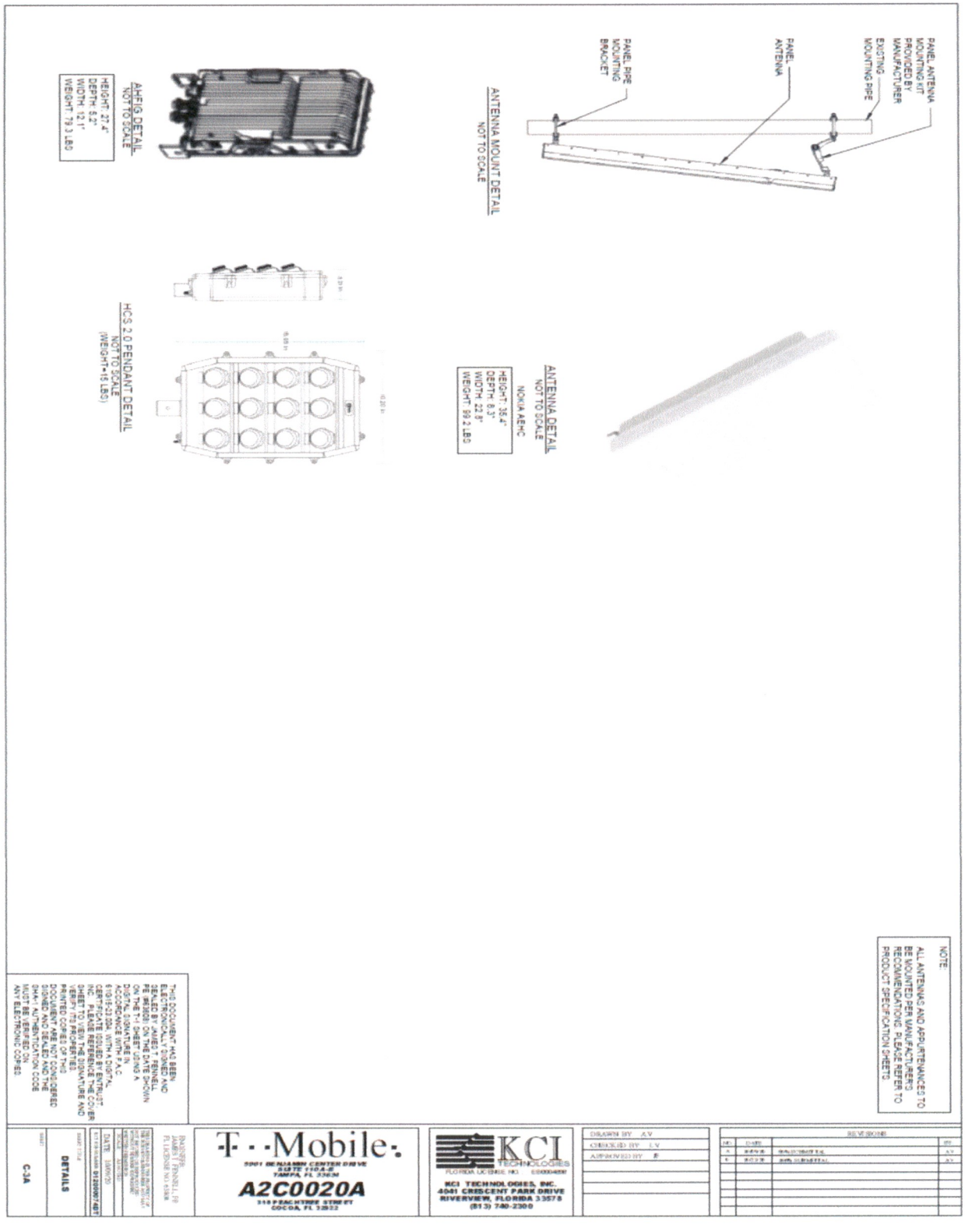
Site # A2C0020A
Site Name: Cocoa Village WaterTank
Orlando



Site # A2C0020A
Site Name: Cocoa Village WaterTank
Orlando



Site # A2C0020A
Site Name: Cocoa Village WaterTank
Orlando



T-Mobile

5901 Benjamin Center Drive, Suite 110 A-B, Tampa, FL 33634

City of Cocoa
ATTN: Katherine Ennis
351 Shearer Blvd
Cocoa, FL 32922

February 20, 2020

To Ms. Ennis:

Attached is the Fourth Amendment to License Agreement for Water Tower (A2C0020A) for your execution. Once it is fully executed, please mail back in the envelop provided.

Thank you,

Sandy Schuk

407-687-5529
Sschuk@unitedcommercial.net

Legislation Details (With Text)

File #:	21-523	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	7/27/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Award Bid Number B-21-22-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve Cross Connection Control Technical Field Services Provided by Ace Flow Control up to the FY 2022 Budgeted Amount of $680,000, Pending Approval of the FY 2022 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ace Flow Control E-Verify.pdf Notification of Intent to Award.pdf Ace Flow Control SLA (B-21-22-COC).pdf Bid Summary B-21-22-COC Cross Connection Control (CCC) Program Services .pdf Master Bid Tabulation Sheet B-21-22-COC Cross Connection Control (CCC) Program Services .pdf Ace Flow Control COI Exp 6-11-22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	July 27, 2021
Agenda Date:	September 14, 2021
Prepared By:	Melinda M. Keesee, Field Operations Technician
Prepared By:	Donnie Howard, Field Operations Manager
Through:	Chris M. Collier, Assistant Utilities Director
Through:	John A. Walsh, P.E., Utilities Director

Requested Action:

To Award Bid Number B-21-22-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve Cross Connection Control Technical Field Services Provided by Ace Flow Control up to the FY 2022 Budgeted Amount of $680,000, Pending Approval of the FY 2022 Budget

BACKGROUND:

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

and approximately 73,000 residential customers.

In June 2021, the Utilities Department solicited proposals for a firm to provide technical field services to assist in meeting the requirements of the CCC Program. Bid No. B-21-22-COC, Cross Connection Control (CCC) Program Services provides the services associated with the installation, testing, maintenance, and replacement of cross connection control devices. These services will assist the Utilities Department in the protection of the City's potable water distribution system. The contract term for B-21-22-COC is three years with two 2-year extensions.

On June 24, 2021, Purchasing sent out 68 invitations and notifications to bid and received two responses from 19 plan holders. At the conclusion of the bid opening, he apparent low bidder was Ace Flow Control, Longwood, Florida. Utilities staff requests approval to award bid to Ace Flow Control, and to approve Ace Flow Control to provide CCC technical field services up to the FY 2022 budgeted amount of $680,000 pending approval of the FY 2022 budget.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Award Bid Number B-21-22-COC, with Ace Flow Control, Longwood, Florida, to Provide Cross Connection Control (CCC) Technical Field Services; To Approve Cross Connection Control Technical Field Services Provided by Ace Flow Control up to the FY 2022 Budgeted Amount of $680,000, Pending Approval of the FY 2022 Budget).

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Nils Humberg Enterprises [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Nils Humberg Enterprises [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Nils Humberg

Date: 07/06/2021

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7/6/21 (date) by Nils Humberg (name of officer or agent, title of officer or agent) of Nils Humberg Enterprises (name of corporation acknowledging), a FL (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced FLDL (type of identification) as identification.

[Notary Seal] Notary Public

Sandtoria H. Ruffin

Name typed, printed or stamped

My Commission Expires: 8/21/2022

SANDTORIA H. RUFFIN
MY COMMISSION EXPIRES
AUGUST 21, 2022
#GG 245336
Bonded thru
Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Company ID Number: 1668132

Approved by:

Employer nils humberg enterprises, llc.	
Name (Please Type or Print) Nils Humberg	Title
Signature Electronically Signed	Date 04/10/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/10/2021

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

NOTIFICATION OF INTENT TO AWARD

Disclaimer: This Notice of Intent to Award is subject to a final award decision by the City Council or the City Manager (as applicable) and execution of a written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

Department: Utilities	Division: Water Field Operations
Bid / RFP / RFQ #: ITB # 21-22-COC Cross Connection Control (CCC) Program Services	Project #
Awarded To: Nils Humberg Enterprises, LLC dba Ace Flow Control	Scope of Work or Services: CONTRACTOR shall provide, testing, surveying and/or repair as needed of a minimum of ten thousand (10,000) Cross Connection Control (CCC) devices per year, including CCC devices associated with fire suppression water lines. The Contractor shall be prepared to expand their services to meet or exceed any future regulatory requirements or growth should expansion of services be required.
Address / City / State / Zip: 845 Waterway Place, Suite 101, Longwood, FL 32750	Phone / Fax #'s: 407-574-7280 E: nhumberg@aceflowcontrol.com
Purchase / Contract Amount: Total Award: $983,640.00 Three (3) year two (2) options to renew, two (2) additional renewal years not to exceed seven (7) total contract years.	Date of Award Notification: July 2, 2021
Title / Position (Print) Nils Humberg / President	Signature

Please complete the information required above.

Return the Notification of Intent to Award to Purchasing & Contracts Division when completed

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-22-COC)

This Agreement made and entered into on the ____ day of _____ by and between **Nils Humberg Enterprises, LLC – dba: Ace Flow Control** authorized and duly licensed to do business in the State of Florida, hereinafter called the CONTRACTOR, with an address of **845 Waterway Place, Suite 101, Longwood, FL 32750**, and the City of Cocoa, a municipal corporation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the CITY or OWNER, with an address of 65 Stone Street, Cocoa, Florida 32922.

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

1. **DESCRIPTION OF SERVICES** - CONTRACTOR shall provide, testing, surveying and/or repair as needed of a minimum of ten thousand (10,000) Cross Connection Control (CCC) devices per year, including CCC devices associated with fire suppression water lines. The Contractor shall be prepared to expand their services to meet or exceed any future regulatory requirements or growth should expansion of services be required.

   Contractor (Niles Humberg Enterprises, LLC referred to as registered dba "Ace Flow Control") must comply with the following specifications:

   Contractor shall provide technical services on their CCC Program as regulated by the FDEP and as described in the City of Cocoa's Cross Connection Control Manual meeting or exceeding the CCC regulations as established by FDEP. The Contractor shall provide installation services within a two (2) week period of notice.

   CCC devices in the City of Cocoa potable water distribution system are associated with and, typically, located adjacent to the customer's water meter. Typical residential water meters are ¾-inch diameter. Commercial water meters can range in size from ¾-inch to 10-inch diameter. An estimate of the breakdown by diameter of commercial water meters is as shown in Exhibit 1 below.

Exhibit 1. Commercial Potable Water Meter Sizes

Commercial Meter Size	Estimated % of Total Commercial Meters
3/4"	62%
1"	15%
1.5"	10%
2"	10%
3"	0.8%
4"	1%
6"	1%
8"	0.2%
10"	0.1%

CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-22-COC)

DEFINITIONS:

The following words and expressions used in this agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "City" to mean the City of Cocoa, a political subdivision of the State of Florida.
2. The words "WFO Project Manager" to mean the City of Cocoa Water Field Operations (WFO) Manager or designee who is responsible for ensuring that the Cross-Connection Control Program is meeting the City's expectations and who possesses the ability to determine/assign the areas of operation.
3. The word "Contractor" to mean the vendor contracted from the City of Cocoa as a result of this award, also to be known as "the prime Contractor."
4. The word "Subcontractor" to mean any person, firm, entity, or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor and/or materials, in connection with the Services to the City, whether directly or indirectly, on behalf of the Contractor.
5. The words "Scope of Services" to mean the details of the work to be performed by the Contractor.
6. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this agreement and the resulting Contract.
7. The acronym "ITB" is an abbreviation for Invitation To Bid.
8. The acronym "WFO" is an abbreviation for the City of Cocoa Utilities Department Water Field Operations.
9. The acronym "ASSE" is an abbreviation for the American Society of Sanitary Engineers.
10. The acronym "FDEP" is an abbreviation for the Florida Department of Environmental Protection.
11. The acronym "CCC" is an abbreviation for Cross Connection Control.
12. The acronym "AWWA" is an abbreviation for American Water Works Association

The following is a description of the services discussed herein:

1. CCC site survey shall include, but not be limited to, identification of meter number and address, the hazard assessment level (as defined in the City of Cocoa's Cross Connection Control Manual and AWWA Manual M14) and any recommended CCC device upgrades. The contractor is responsible for notifying and scheduling site inspections to ascertain the hazard level when necessary.
2. CCC device testing shall include, but not be limited to, the following services: on-site testing customer notification, device testing by certified staff and certified Fire Inspector (when required), identification of meter number and address, submission of executed test report, and documentation of all testing data. All testing shall meet the requirements of FDEP, AWWA, ASSE, City of Cocoa and device manufacturer's recommendations.
3. CCC device repair shall include, but not be limited to, the following items: repair notification, on-site repair of device, documentation of all repair data, and a successful

testing of the device once the repair is complete. Any repair of CCC devices, 2 ½" and larger, shall include all rubber parts, unless repairs kits are required by City. Repair kits or replacement devices shall be previously approved by City. All replaced parts of CCC devices, 2 ½" and larger, shall be bagged and tagged in the field and returned to WFO. All repairs shall include a one-year warranty on parts and labor.

4. Replacement/ Installation of CCC devices shall include, but not be limited to, the following items: replacement/ installation notification to City and customer, on-site replacement/ installation of CCC device, coordination with WFO regarding new CCC device, flushing through newly installed device, delivery of removed CCC device to WFO, documentation of all replacement/ installation data, and submission of device test report as defined above. All replacement shall include a one-year warranty on parts and labor.
5. Replacement/ Installation of water meters shall include, but not be limited to, the following items: replacement/ installation notification to City and customer, on-site replacement/ installation of device, coordination with WFO to obtain new water meter or metering appurtenances, flushing through newly installed meter, delivery of removed water meter to WFO, documentation of meter readings (new and replaced), meter number (new and replaced), meter labels (new and replaced) and submission of certification of proper installation. All replacement shall include a one-year warranty on parts and labor.

2. SCOPE OF SERVICES

Contractor shall comply with all current applicable requirements established by the City's Cross Connection Control Manual, AWWA, FDEP, Florida Building Code, and Federal, State and Local laws, rules, regulations, permits, codes, ordinances, and statutes which govern this type of service. In case of conflict between authorities having jurisdiction, the most stringent requirement shall govern.

The Contractor shall provide the City with the following service components as required:

a. Participate in monthly project review meetings with the City of Cocoa WFO Cross Connection Control/Backflow Prevention Project Staff. Provide required documentation to City and City's representative to be included as part of the meeting agenda.
b. Provide electronic reports every month to select WFO staff that include, at a minimum, the following information:
    1. Number of tests, surveys, and repairs of City CCC devices conducted both during the previous month and cumulatively.
    2. Results of all surveys and tests conducted over the past month including any suggested cross connection control improvements.
    3. A minimum of two digital photograph of each inspection and/or repair of a cross control connection device will be submitted with the results of all surveys and tests conducted. Photographs shall be geocoded with longitude, latitude, and elevation included in the properties of each photo. The photos will be delivered in jpg form at minimal file size to be specified by the City. The photos will clearly show the meter serial number and validate the reports.

4. List of sub-contractors employed by the Contractor during the past month.
5. List of outstanding Contractor invoices.
6. List of outstanding Contractor issues awaiting WFO resolution.
7. Three-week look ahead on anticipated work, including CCC device assessments, database transfers, and software coordination activities.
8. A minimum of two digital photograph of each meter replacement/ installation, before and after the job was performed. Photographs must be dated and geo-tagged to a minimum precision of 30 meters and must referenced on the work orders using a universal unique identifier (UUID) 128-bit format. The photos will be delivered in jpg form at minimal file size to be specified by the City. The photos will clearly show the meter serial number and validate the reports.

c. Contractor's software system shall allow the transfer of data from their system to the City's Flat File Exchange (FFX) file data transfer format and as a tab delimited text file that can be appended directly to the water meter records contained in the City's existing GIS database. Contractor shall facilitate a weekly transmittal of data as determined by the WFO Project Manager. See appendix A for data transfer formatting for site survey files, testing files, repair or replace files, and water meter replace and installation.
d. Contractor shall be able to report the data through a web browser interface from the site of CCC field services, including transfer of geocoded photographs.
e. Contractor shall provide data on all surveys including the following minimum information: location ID, Device Serial Number, survey date, water meter number, business name (commercial surveys only), address of customer, location of meter on site, hazard level with associated explanation, equipment model number, make, equipment type, equipment size, recommended backflow device for site, and any recommended cross connection control improvements.
f. Contractor shall provide data on all testing including the following minimum information: location ID, Device Serial Number, testing date, water meter number, business name (commercial surveys only), address of customer, location of meter on site, equipment model number, make, equipment type, equipment size, special flags, test results, certified technician name and certification number and any cross-connection control repairs performed at the site.
g. Contractor shall provide data on all field repairs including the following minimum information: location ID, repair date, Device Serial Number, water meter number, business name (commercial testing only), address of customer, location of meter on site, equipment model number, make, equipment type, equipment size, test results, certified technician name and certification number and type of repairs performed at the site. All repaired devices shall be retested at time of repair. Repairs shall be schedule within 90 days of being placed on a "Fail" status. All replaced parts on CCC devices, 2 ½" or larger, shall be tagged and bagged in the field and returned to WFO prior to invoicing for these repairs.
h. Contractor shall provide data on all CCC device replacements including the following minimum information: location ID, replacement date, device serial number, unique identifier, water meter number, business name (commercial testing only), address of customer, location of meter on site, type of CCC

device installed, equipment model number, make, equipment size, certified technician name and certification number, and certified test results. Contractor shall return replaced device to WFO. Contractor shall coordinate replacement needs with WFO Project Manager. WFO may provide or request that the Contractor purchase replacement devices. The Contractor shall be reimbursed for these devices at cost.

i. Contractor shall provide data on all water meter replacements including the following minimum information: water meter number and meter reading of meter being replaced, water meter number and meter reading of meter being installed, business name (commercial replacements only), address of customer, location of meter on site, and verification of proper installation, certified technician name and certification number. WFO will provide water meters for replacement. Contractor shall return replaced meter to WFO.
j. Contractor shall coordinate water meter and/or CCC replacement needs with WFO Project Manager.
k. Contractor shall maintain oversight, quality assurance, insurance, and security for all employees and sub-contractors.
l. Contractor employees and sub-contractors shall have identification badges, or other source of identification, when performing any services to the City.
m. Contractor shall coordinate with WFO to determine which CCC assemblies will be surveyed and/or tested.
n. Contractor shall be prepared to provide services outside of regularly scheduled work hours when requested by the Customer or by the WFO Project Manager at no additional costs. These requests shall not exceed 2% of total CCC devices to be surveyed, tested, and/or repaired.
o. Contractor may choose to provide services outside of regularly scheduled work hours at no additional cost to the Owner. Contractor shall provide written notification to Owner two (2) weeks prior to modifying work hours. Regularly scheduled work hours are defined as Monday through Friday, 7:00 a.m. to 3:30 p.m., excluding City Holidays.
p. Contractor shall provide public relations assistance to WFO through customer on-site communications
q. Contractor shall provide a draft monthly invoice for review by the WFO Project Manager. This draft invoice shall be supported by data that has been approved and accepted by the WFO Project Manager.
r. This draft invoice shall be supported by data that has been approved and accepted by the WFO Project Manager.
s. Contractor shall provide warranty services on all repaired CCC devices for one year following the date of repair.

3. **CONTRACT DOCUMENTS** - The Contract Documents consist of this Agreement; the service requirements prepared by City of Cocoa, Utilities Department – Water Field Operations (WFO), dated March 25, 2021 ; Bid Documents (ITB# B-21-22-COC) issued by the City, dated March 25, 2021; Contractor's Bid Submittal, dated June 24, 2021, General Conditions, if any; Supplemental Terms and Conditions by the City. The CONTRACTOR represents and agrees that it has carefully examined and understands this Agreement and has investigated the nature,

locality, and site of delivery under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the OWNER, or of any of their respective officers, agents, servants, or employees.

4. **ORDER OF PRECEDENCE** - In case of any inconsistency in any of the documents bearing on the Agreement between the OWNER and the CONTRACTOR, the inconsistency shall be resolved by giving precedence in the following order:

   a. Change Orders

   b. Agreement, Exhibits and Addenda

   c. Supplemental Terms and Conditions

   d. General Terms and Conditions

   e. Issued Bid Documents

   f. Contractor's Bid Proposal

   g. [OTHER] N/A

   Any inconsistency in services to be provided shall be clarified by the OWNER and performed by the CONTRACTOR.

5. **AGREEMENT INTERPRETATION** - At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Contract Documents, the OWNER at its sole discretion will interpret the intent of the Contract Documents and the CONTRACTOR hereby agrees to abide by the OWNER's interpretation and agrees to carry out the work in accordance with the decision of the OWNER.

6. **BRAND NAME MATERIALS** – Whenever materials are specified or described in the scope of work or any exhibits by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. The CONTRACTOR will be responsible for all coordination necessary to accommodate the materials being provided without additional cost to the OWNER. Unless the name is followed by words indicating that no substitution is permitted, a substitute material is allowed if it is reasonably equivalent to the brand name specified and CONTRACTOR certifies in writing that the proposed substitute will perform adequately the functions called for and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. The OWNER has full discretion to decide whether a substitute is reasonably equivalent. CONTRACTOR must notify the OWNER in writing prior to use of the substitute

for a specified brand name and allow the OWNER to make a determination before CONTRACTOR uses the substitute.

7. **CONTRACT TIME** -

a. All provisions regarding Contract Time are essential to the delivery of services specified upon receipt of approved purchase order.

b. The CONTRACTOR will be required to provide installation services within a two (2) week period of notice. All provisions regarding quality of supply and delivery of aid products are essential to the performance of this Contract.

8. **CONTRACT PRICE, UNIT PRICE CONTRACT** - The OWNER will pay the CONTRACTOR in current funds for the services and materials rendered in accordance with the Contract Documents, subject to additions and deductions approved by Change Order. The Total contract award of **Nine-Hundred Eighty-Three Thousand Six-Hundred Forty Thousand dollars ($983,640.00) for a term of three (3) years with two (2) option years to renew and two (2) additional years should it be in the best interest of the City not to exceed a total of seven (7) years.** CONTRACTOR agrees to accept the Contract Price as full compensation for the agreed upon services, terms and conditions embraced in the Contract Documents.

The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid all costs of any nature relating to: (1) Required products specified within the scope of work; (2) applicable law; (3) the terms and conditions of the Contract Documents, including, but not limited to the indemnification provisions of the Contract Documents.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of the required services and any conflicts relating to providing such.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence of required services with the OWNER, if any, with its own forces, the work of other contractors, if any, and the delivery at the City's Utilities - Water Field Operations sites.

(3) Payments will be made to the CONTRACTOR for actual services rendered on the basis of the Schedule of Unit Prices included as a part of the Bid, which shall be as fully a part of the Contract as if attached or repeated herein. Where the Contract Documents provide for Unit Price, the Contract Price stated in the Agreement will include for all Unit Price an amount equal to the sum of the Unit Prices for each item of Unit Price times the estimated quantity of product delivered as indicated in the Contract

Documents. Each Unit Price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover all costs, including supplemental and administrative costs, and profit.

9. **TERMINATION; DEFAULT BY CONTRACTOR AND OWNER'S REMEDIES** - The OWNER reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, for convenience. Further, the OWNER reserves the right to revoke and terminate this Agreement in the following circumstances, each of which shall represent a default and breach of this Agreement:

a. CONTRACTOR defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within seven (7) calendar days after written notice from the OWNER 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 seven (7) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the default, provided the CONTRACTOR promptly takes and diligently pursues such actions as are necessary.

In addition, CONTRACTOR may terminate this Agreement if OWNER fails to perform any material covenant or condition of this Agreement and does not cure such breach within seven (7) calendar days after written notice from the CONTRACTOR specifying breach.

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

c. CONTRACTOR has acted negligently, as defined by general and applicable law, in performing the Work hereunder; or

d. CONTRACTOR has committed any act of fraud upon the OWNER; or

e. CONTRACTOR has made a material misrepresentation of fact to the OWNER while performing its obligations under this Agreement; or

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

Notwithstanding the aforementioned, in the event of a default by CONTRACTOR, the OWNER shall have the right to exercise any other remedy the OWNER may have by operation of law, without limitation, and without any further demand or notice. In the event of such termination, OWNER 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.

10. **FORCE MAJEURE** - 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 (except involving CONTRACTOR's labor force); extraordinary breakdown of or damage to OWNER '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.

11. **SEVERABILITY** - In the event any portion or part thereof of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties, at the sole discretion and option of the OWNER, 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 be fully enforceable

12. **INVOICING -**

OWNER hereby identifies the City of Cocoa, Finance Department – Accounts Payable (accountspayable@cocoafl.org) as the agent or office to which the CONTRACTOR must submit payment requests or invoices.

13. **DESIGNATION OF PROJECT REPRESENTATIVE -** The duties and authority of the OWNER are as follows:

a. **General Administration of Contract**. The primary function of the OWNER is to provide the general administration of the contract. In performance of these duties, Water Field Operations Representative or an authorized representative is the OWNER's Project Manager during the entire period of required services. The OWNER (CITY) may change the Project Manager during the term of this contract.

b. **Inspections, Opinions, and Progress Reports.** The OWNER shall be kept familiar with the progress and quality of services rendered by CONTRACTOR and may conduct periodic reviews. The OWNER will not be responsible for the means of the services provided, or for the sequences, methods, and procedures used therein, or for the CONTRACTOR's failure to perform the services in accordance with the Contract Documents.

c. **Interpretation of Contract Documents: Decisions on Disputes.** The OWNER will be the initial interpreter of the contract document requirements and make decisions on claims and disputes between Contractor and Owner.

d. **Rejection and Stoppage of Services.** The OWNER shall have authority to reject services which in its opinion does not conform to the Contract Documents, and in this connection may stop the services or a portion thereof, when necessary.

e. **Payment Certificates.** The OWNER will determine the amounts owing to CONTRACTOR as the services progress, based on CONTRACTOR's approved invoice and OWNER's inspections and observations of satisfactory services, and will issue certificates for payments in accordance with the terms of the Contract Documents.

14. **RESPONSIBILITIES OF CONTRACTOR** - CONTRACTOR's duties and rights in connection with the project herein are as follows:

a. **Responsibility for Supervision**. CONTRACTOR shall be solely responsible for all services rendered under this contract, including the techniques, sequences, procedures and means, for the coordination of all delivery and any such repairs under warranty as required. CONTRACTOR shall supervise and direct the services and give it all attention necessary for such proper supervision and direction.

b. **Furnishing of Labor, Materials, etc.** CONTRACTOR shall provide and pay for all labor, materials and testing equipment, including any additional materials required for the required services necessary to meet the requirements in accordance with the Contract Documents.

c. **Guarantee.** The CONTRACTOR hereby guarantees the services to the full extent provided in the Specifications, General Conditions, Special Conditions, and other Contract Documents. Without limiting the generality of the foregoing, the CONTRACTOR warrants to the OWNER, that all services delivered under this Agreement will be of first-class quality and new, unless otherwise required or permitted by the other Contract Documents, that the services performed pursuant to this Agreement will be free from defects and that the services strictly conform with the requirements of the Contract Documents. Products or Services not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered unacceptable.

15. **ASSIGNMENT** - CONTRACTOR shall not assign or subcontract this Agreement, or any rights or any monies due or to become due hereunder without the prior, written consent of the OWNER.

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

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

c. If CONTRACTOR, prior to the commencement of any services, subcontracts any part of this Agreement by the subcontractor, CONTRACTOR shall require the subcontractor to provide OWNER and its affiliates with insurance coverage as set forth by the OWNER.

d. If upon receiving written approval from OWNER, any part of this Agreement is subcontracted by CONTRACTOR, CONTRACTOR and subcontractors shall make prompt payments to subcontractors in accordance with s. 218.735, Florida Statutes.

16. **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

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

18. **NO JOINT VENTURE** - Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.

19. **INDEMNIFICATION** – CONTRACTOR shall indemnify and hold harmless the OWNER, its officers, employees, agents, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

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

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense or to provide for such defense, at the option of the OWNER, 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 OWNER or its officers, employees, and city attorneys which may covered

by this indemnification. In all events the OWNER and its officers, employees, and city attorneys 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.

In consideration of the CONTRACTOR's indemnity obligations, OWNER specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

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

20. **SAFETY** - CONTRACTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing any services on City property.

21. **CORPORATE REPRESENTATIONS BY CONTRACTOR** - CONTRACTOR hereby represents and warrants to the OWNER the following:

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

b. The undersigned signatory for CONTRACTOR 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 CONTRACTOR has been duly authorized by the board of directors and/or president of CONTRACTOR. In support of said representation, CONTRACTOR agrees to provide a copy to the OWNER of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.

c. CONTRACTOR is duly licensed under all local, state and federal laws to provide the work stated in paragraph 1.0 herein. In support of said representation, CONTRACTOR agrees to provide a copy of all said licenses to the OWNER prior to the execution of this Agreement.

22. **INSURANCE** - During the term of this Agreement, CONTRACTOR shall be responsible for providing the types of insurance and limits of liability as applicable and set forth under this Paragraph. Additionally, all independent contractors or agents employed by CONTRACTOR to perform any services hereunder shall fully comply with the insurance provisions contained in these Contract Documents.

a. The CONTRACTOR shall maintain comprehensive general liability insurance in the minimum amount of $2,000,000 as the combined single limit for each occurrence with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the CONTRACTOR from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

b. 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.

c. The CONTRACTOR shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $2,000,000 for all of its employees performing Work for the OWNER pursuant to this Agreement. 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 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.

d. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the OWNER by CONTRACTOR upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 25. Renewal certificates shall be sent to the OWNER 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the OWNER in the event of cancellation or modification of any stipulated insurance coverage. **The OWNER shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

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

24. **GOVERNING LAW & VENUE** - 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.

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

26. **NOTICES** - Any notice or approval under this Contract shall be sent, postage prepaid, to the applicable party at the address shown on the first page of this Contract.

27. **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 OWNER and CONTRACTOR is such that the CONTRACTOR is an independent contractor and not an agent of the OWNER. The CONTRACTOR, its contractors, partners, agents, and their employees are independent contractors and not employees of the OWNER. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the OWNER, on one hand, and the CONTRACTOR, its contractors, partners, employees, or agents, during or after the performance of the Work under this Agreement.

28. **DOCUMENTS** - **Public Records**: It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the CONTRACTOR. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the CONTRACTOR is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the CONTRACTOR shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the CONTRACTOR be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by CONTRACTOR to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If CONTRACTOR fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR's failure to comply with this Section, the OWNER shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against CONTRACTOR. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to

pay a third party because of the CONTRACTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The CONTRACTOR acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. CONTRACTOR agrees that to the extent any document produced by CONTRACTOR under this Agreement constitutes a Public Record; CONTRACTOR shall comply with the Florida Public Records Law.

29. **SOVEREIGN IMMUNITY** - The OWNER intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law fully governing sovereign immunity possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the OWNER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the OWNER's potential liability under state or federal law. CONTRACTOR agrees that OWNER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, OWNER 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.

30. **HEADINGS** - Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

31. **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.

32. **WAIVER AND ELECTION OF REMEDIES** - 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. 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. 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.

33. **NOTICE** - Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For CONTRACTOR:

Nils Humberg Enterprises, LLC dba Ace Flow Control
Attn: Niles Humberg / President
845 Waterway Pl., Suite 101, Longwood, Florida 32751
P: 407-574-7208/ E: nhumberge@aceflowcontrol.com

For OWNER:

City of Cocoa
Attn: City Manager and Utilities - Water Field Operations Manager
65 Stone Street, Cocoa, FL 32922

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

34. **CONFLICT OF INTEREST**.

a. The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Contract with the OWNER or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government and the OWNER's Personnel Policies.

b. The CONTRACTOR hereby certifies that no officer, agent or employee of the OWNER has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over five percent (5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this CONTRACT.

c. Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the OWNER pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

35. **ADDITIONAL ASSURANCES**.

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 Work required by this Agreement by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive), 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 OWNER; and

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

36. **FEDERALLY FUNDED PROJECTS (As Applicable)** – For Work that will be funded in whole or in part by federal funds, the following provisions shall apply, as required by Section 200.326, Code of Federal Regulations:

a. *Equal Employment Opportunity.* During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to

such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. *Compliance with the Davis-Bacon Act*

(1) The Contractor will comply with the David-Bacon Act (40 U.S.C. 3141 – 3144 and 3146 – 3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which are incorporated herein by reference.

(2) In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The Contractor shall pay wages not less than once a week.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

c. *Compliance with the Copeland "Anti-Kickback" Act*

(1) The Contractor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C 3145) as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors or Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which are incorporated herein by reference.

(2) The Contractor and each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(3) Subcontracts. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

(4) The Contractor agrees to report each suspected or reported violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

d. *Compliance with the Contract Work Hours and Safety Standards Act*

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

e. *Rights to Inventions Made Under a Contract or Agreement.*

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the City or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the City or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

f. *Clean Air Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance.

g. *Federal Water Pollution Control Act*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, the federal awarding agency, and as otherwise appropriate.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

h. *Suspension and Debarment*

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida, and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

i. *Byrd Anti-Lobbying Amendment*

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements *(If applicable)*

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this 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.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. The Contractor, **ACE FLOW CONTROL.**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Nile Humberg / President
Name and Title of Contractor's Authorized Official

07-06-21
Date

j. *Procurement of Recovered Materials*

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

k. *Access to Records*

The following access to records requirements applies to this contract:

(1) The Contractor agrees to provide the City, the State of Florida, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the federal awarding agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

l. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that federal financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

m. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

n. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

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CITY OF COCOA
SERVICE LEVEL AGREEMENT
(Contract No. 21-22-COC)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date first above written.

CITY OF COCOA

By: _____
Stockton Whitten, City Manager

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk

CONTRACTOR

Niles Humberg Enterprises, LLC dba Ace Flow Control

By: _____
Print name/title: Niles Humberg / President

Date: 07-06-2021

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 6th day of July, 2021, by Nils Humberg, the President of Nils Humberg Enterprises, who is personally known to me or who produced FL DL as identification and who did take an oath.

SANDTORIA H. RUFFIN
MY COMMISSION EXPIRES
AUGUST 21, 2022
#GG 245336
Bonded thru
Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Notary Public Signature)
Sandtoria H. Ruffin
(Print Name)
Notary Public, State of Florida
Commission No.: #GG245336
My Commission Expires: 8/21/2022

Finance Department
Purchasing &
Contracts Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833 Fax: (321) 433-8860

BID SUMMARY

To: Utilities - WFO

From: Heath Hancher, Purchasing & Contracts Manager

Date: June 25, 2021

Re: **RFP # 21-22-COC Cross Connection Control (CCC) Program Services**

Bids for the subject offering were opened on **June 24, 2021,** at 3:00 p.m. Purchasing published **(68)** invitations and notifications to bid, (**00)** supplemental suppliers and received **(02)** responses from **(19)** plan holders for this bid. Of the **(02) respondents** the following were found to be:

THE APPARENT LOW BIDDER IS:

1.	**Nils Humberg Enterprises, LLC DBA: Ace Flow Control**	**$983,640.00**
2.	Aarons Backflow Services Inc.	$1,571,650.00

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
MASTER TABULATION SHEET

Cross Connection Control (CCC) Program Services
ITB 21-22-COC

ITB Final Tabulation

Due: June 24, 2021 3:00PM (ET)

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 Bid	Total Accumulated Bid
Nils Humberg Enterprises, LLC DBA: Ace Flow Control; 845 Waterway Place, Suite 101, Longwood, FL 32750	$983,640.00	$983,640.00
Aaron's Backflow Services, Inc.; P.O. Box 5302, Winter Park, FL 32793	$1,571,650.00	$1,571,650.00
NOTHING FOLLOWS		
	$ -	$ -
	$ -	$ -
	$ -	$ -
	$ -	$ -

NILSHUM-01 LJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/7/2021

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 License # L094577 Seeman Holtz Property & Casualty, LLC 521 East SR 424 Longwood, FL 32750	CONTACT NAME: PHONE (A/C, No, Ext): (407) 682-6800 FAX (A/C, No): E-MAIL ADDRESS: longwoodcsr@seemanholtzpc.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Security National Insurance Company(Bristol West) — 33120
INSURED Nils Humberg Enterprises LLC dba Ace Flow Control 845 Waterway Pl Unit 101 Longwood, FL 32750-3564	INSURER B : Ascendant Commercial Insurance — 13683
	INSURER C : Nautilus Insurance Company — 17370
	INSURER D : Markel Insurance Company — 38970
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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:	X	X	SES1791279 01	6/11/2021	6/11/2022	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 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA-52277-1	3/11/2021	3/11/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	AN097087	12/4/2020	12/4/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC0083046-06	8/13/2020	8/13/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

General Liability:
CG2033 Additional Insured - Automatic staus when required by written contract or agreement - Ongoing Operations.
CG2037 Additional Insured - Automatic status when required by written contract or agreement - Completed Operations.
NXGL009 Primary & Non-Contributory - Automatic status when required by written contract or agreement.
CG2404 Waiver of Subrogation - Automatic status when required by written contract or agreement.

30 Day advance written notification to the owner in the event of cancellationor modification of any stipulated insurance coverage.

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joanne Roach Jones

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   - **a.** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   - **b.** Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
   - **a.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   - **b.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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POLICY NUMBER: SES1791279 00

COMMERCIAL GENERAL LIABILITY
NX GL 009 08 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE (THIRD-PARTY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Third Party:
All persons or organizations where required by written contract with the Named Insured

(Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing work.)

Paragraph **4.** of **SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance:

With respect to the Third Party shown above, this insurance is primary and non-contributing. Any and all other valid and collectable insurance available to such Third Party in respect of work performed by you under written contractual agreements with said Third Party for loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

Includes copyrighted material of Insurance Services Office, Inc., with its permission

POLICY NUMBER: SES1791279 00

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
All persons or organizations where written contract with the Named Insured requires additional insured completed operations coverage. This form does not apply to your work on "residential property"	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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POLICY NUMBER: SES1791279 00

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:
All persons or organizations where required by written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Legislation Details (With Text)

File #:	21-538	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/3/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	To Approve Task Order 2022-20 with Jacobs Engineering Group (Jacobs) for Program Management Services, Project No. WS1221, and Task Order 2022-19 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; Pending Approval of the FY2022 Budget ..End				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-JACOBS 2022-20 $597069.00 - UT-ENGIN-Signed.pdf TO 2022-20 FY22 OR Program Management Scope.pdf TO-JACOBS 2022-19 $249,280.00 - UT-ENGIN - SIGNED.pdf TO 2022-19 FY22 Cocoa Program Plan Review, Per Assist, Utility Support.pdf 02_05_2020 Agreement for Continuing Engineering Services for Water System.pdf Jacobs COI - Exp 7-1-22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 3, 2021
Agenda Date: September 14, 2021
Prepared By: Katherine D. Ennis, P.E., Deputy Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order 2022-20 with Jacobs Engineering Group (Jacobs) for Program Management Services, Project No. WS1221, and Task Order 2022-19 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; Pending Approval of the FY2022 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 Continuing Services Agreement (CSA). The following are the task orders and scope of services:

Task Order 2022-20 - FY2022 Program Management Services for Cocoa Utilities 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 $597,069.

Task Order 2022-19 - FY2022 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 $249,280.

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

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

FY 2022

Task Order 2022-20:	
Amount Requested	$597,069
Account Number	424-4055-536.63-00, WS1221
Account Name	Infrastructure
Source of Funds	Operating Revenue
Task Order 2022-19:	
Amount Requested	$249,280
Account Number	421-4055-536.31-03, WS1221
Account Name	Infrastructure
Source of Funds	Operating Revenue

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve Task Order 2022-20 with Jacobs Engineering Group (Jacobs) for Program Management Services, Project No. WS1221, and Task Order 2022-19 for Plan Review Services to include Engineering Land Development Review, Project No. WS1221; Pending Approval of the FY2022

Budget.

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City of Cocoa
Task Order 2022-20

FY 2022 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 2022 (FY 2022) 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, 2021 through September 30, 2022. 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 FY2022 Validation and FY2023-2027 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 FY2023 CIP update between January 2022 and March 2022. 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 FY2021 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 FY2022which includes a re-baselined CIP schedule.
3. Allocation of FY2021 program costs to individual projects for archival of the prior year's costs.
4. Updated capital plan database for the FY2023-2027 time period, coordinated through City's Utility Department.
5. Summary report for the FY2023 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)
- FY2022 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. Jacobs will provide engineering support related to the assessment, testing and optimization of water supply, treatment and distribution operations.

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 FY2022 baseline information and new projects added to the capital plan for FY2022. 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 $3,000 has been allocated 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.

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, 2021 through September 30, 2022.

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	937	$155,843
TASK 2 Program Design Management and Construction Support	336	$52,216
TASK 3 Technical and Regulatory Support	1,278	$198,600
TASK 4 Construction Inspection Support	200	$28,400
TASK 5 Utility Information Management Systems Support	626	$122,500
TASK 6 Program Website	84	$13,490
EXPENSES & SUBCONSULTANTS	N/A	$24,000
Grand Total	**3,461**	**$597,069**

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	Accepted for JACOBS Engineering Group
By _____	By _____
	Francois Didier Menard, PE
Title _____	Title Vice President
Date _____	Date August 3, 2021

City of Cocoa FY2022 Program Management for OR Funded Projects
Task Order 2022-XX Labor Hour Breakdown - 07/09/2021

TASK #	TASK NAME	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
		$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	FY2022 Validation & CIP Update	8		40		40	100		188	$27,520
1.2	**Program Controls**									
1.2.1	Scheduling			32	40	100			172	$27,328
1.2.2	Cost Control			16	16	100			132	$20,088
1.2.3	Document Controls							28	28	$2,380
	QA / QC	24							24	$5,640
								Task Subtotals	**937**	**$155,843**
2	**PROGRAM DESIGN MANAGEMENT & PROJECT SUPPORT**									
	FY22 Support	8	24	40	120	72	72		336	$54,216
								Task Subtotals	**336**	**$54,216**
3	**TECHNICAL & REGULATORY SUPPORT**									
	FY22 Support	48	100	100	180	600	250		1,278	$198,600
								Task Subtotals	**1,278**	**$198,600**
4	**CONSTRUCTION INSPECTION SUPPORT**									
	FY22 Support					200			200	$28,400
								Task Subtotals	**200**	**$28,400**
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		8	6	4	48			66	$10,430
	As-Needed Maintenance & Enhancement Support			6	6	6			18	$3,060
								Task Subtotals	**84**	**$13,490**
								Labor Total	**3,461**	**$573,069**
								Expenses		**$4,000**
								Subcontracts		**$20,000**
								Task Order Total		**$597,069**

Attachment A

CIP/Utility Projects List for FY22 Program Management Services - July 9, 2021

PN	FY2022 Operating Revenue Funded Projects
WS1106	Raw Water Well Rehabilitation (WS-19)
To Be Assigned	Dyal CO2 Bulk Tank Replacements
WS18SC	Dyal SCADA Server
WS19GF	GW Flume Coating Repairs
WS1201	Pipe Infrastructure Asessment & Repair
WS21VP	Viera Ammonia Addition
WS21BL	Replace Beach Tanks at Wewahootee
WS21OZ	Assessment and Lining Ozone at Dyal

Attachment B

CIP/Utility OR Funded Projects List for FY22 Program Management Services - July 9, 2021

PN	FY2022 Operating Revenue Funded Projects	Phases for FY2022	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
To Be Assigned	Dyal CO2 Bulk Tank Replacements	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS18SC	Dyal SCADA Server, OS and Server Software Upgrade	Design and Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS19GF	GW Flume Coating Repairs	Planning	City of Cocoa	Not Applicable	Not Applicable	Jacobs
WS1201	Pipe Infrastructure Asessment & Repair	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS21VP	Viera Ammonia Addition	Design and Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS21BL	Replace Beach Tanks at Wewahootee	Construction	City of Cocoa	City of Cocoa	City of Cocoa	Jacobs
WS21OZ	Assessment and Lining Ozone at Dyal	Planning	City of Cocoa	Not Applicable	Not Applicable	Jacobs

Attachment C

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.

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City of Cocoa
Task Order 2022-19
FY 2022 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, 2021 through September 30, 2022. 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 submitted by applicant Engineers to Utilities Department and City's Development Review Committee. 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 engineers, contractors, 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. JACOBS will also provide the City's Engineering Representative a summary letter listing the infrastructure being proposed to be installed as part of the project for cost estimation purposes. JACOBS will review the FDEP permit documents submitted by the applicant and verify the information on the FDEP permit with proposed plans. Once the FDEP permit is ready, JACOBS will forward it to the Director for approval and signature. Once the FDEP permit is signed by the Director, JACOBS will email a scanned copy to the applicant.

Services also include providing support in coordination of utility map requests, pre-construction fee receipts, pre-construction meetings, updates to City's project dashboard, and review of project closeout documentation.

- For utility map and as-built drawing requests from customers, JACOBS will forward the request from the customer to the City GIS department. Once the utility map is created by City GIS technician, JACOBS will forward the map to the customer.
- JACOBS will receive all customer paid receipts from customer service department. JACOBS will filter out receipts associated with jumper meters, fire line paintings, and fire hydrant painting payments, request additional project information from customer service if required, and forward the receipts to City inspectors assigned to the specific project.
- For pre-construction meetings requested by contractors, JACOBS will request pre-construction fee payment receipts from the contractors and forward the request to the City inspectors for their review.
- JACOBS will periodically update City's project dashboard with dates for field activities performed by City inspectors such as pre-construction meetings, final inspection, pressure tests, and bacteriological tests.
- JACOBS will review project closeout documentation submitted by developers such as bill of sale, easement, fire line test reports, and as-built drawings and coordinate with the City and satisfactorily agree on comments. 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 acceptance of the project. 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 $237,424 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's Water Fields Operations (WFO) and City Customer Service departments. JACOBS will review water meter fee receipts emailed by Customer Service department and forward the meter requests that needs a ROW Permit from an external agency to City's GIS department. 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. JACOBS will submit the scanned permit application to the appropriate external agency for review. Once the permit is approved by the external agency, JACOBS will request the permit fee check from the City's Administrative Assistant. Once the permit is released by the external agency, JACOBS notify Water Field Operations and provide a copy of the permit. It is assumed meetings for this task will be held at City of Cocoa offices.

An allowance of $5,928 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 installation and fire line painting requests and approval, and coordination and scheduling of fire hydrant flow tests. As meter installation and fire line painting work order requests are received, JACOBS will review status of the closeout documents for the projects and coordinate with the City regarding release of work orders. For fire hydrant flow test requests, JACOBS will receive payment receipts submitted by Customer Service department, request additional information, if required, and coordinate with City GIS department to submit a request for the test. Once City WFO personnel has completed the field test, the results are provided to GIS and then back to the customer.

An allowance of $5,928 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, 2021 through September 30, 2022.

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	1,772	$237,424
TASK 2 Permitting Assistance	48	$5,928
Task 3 Utility Support	48	$5,928
EXPENSES & SUBCONSULTANTS	N/A	N/A
Grand Total	**1,868**	**$249,280**

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, PE
Title _____	Title Vice President
Date _____	Date August 3, 2021

FY2022 City of Cocoa Plan Review, Permitting Assistance, and Utility Support Task Order 2022-XX Labor Hour Breakdown - 06/22/2021

		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**									
		24		36	400		1,300	12	1,772	$237,424
2	**Permitting Assistance**									
					12		24	12	48	$5,928
3	**Utility Support**									
					12		24	12	48	$5,928
								Labor Total	**1,868**	**$249,280**
								Expenses		**$0**
								Subcontracts		**$0**
								Task Order Total		**$249,280**

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/07/2021

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 LIC #0437153 1-212-948-1306 Marsh Risk & Insurance Services CIRTS_Support@jacobs.com 633 W. Fifth Street Los Angeles, CA 90071	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): 1-212-948-1306 E-MAIL ADDRESS:
INSURED Jacobs Engineering Group Inc. C/O Global Risk Management 1000 Wilshire Blvd., Suite 2100 Los Angeles, CA 90017	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : ACE AMER INS CO — 22667 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 62391667 **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			HDO G72493503	07/01/21	07/01/22	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X CONTRACTUAL LIABILITY						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ 1,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY			ISA H25545631	07/01/21	07/01/22	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C67817540 (AOS)	07/01/21	07/01/22	X PER STATUTE OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N	N / A		SCF C6781762A (WI)	07/01/21	07/01/22	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCU C67817588 (OH)*	07/01/21	07/01/22	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	PROFESSIONAL LIABILITY			EON G21655065 012	07/01/21	07/01/22	PER CLAIM/PER AGG	3,000,000

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

PROJECT MGR: Pamela Holcomb. CONTRACT MGR: Jeff Voorhees. RE: Program management, engineering, design and permitting services. CONTRACT END DATE: 2/5/2023. SECTOR: Public. City of Cocoa FL is added as an additional insured for general liability & auto liability as respects the negligence of the insured in the performance of insured's services to cert holder under contract for captioned work. *THE TERMS, CONDITIONS, AND LIMITS PROVIDED UNDER THIS CERTIFICATE OF INSURANCE WILL NOT EXCEED OR BROADEN IN ANY WAY THE TERMS, CONDITIONS, AND LIMITS AGREED TO UNDER THE APPLICABLE CONTRACT.*

CERTIFICATE HOLDER	CANCELLATION
City of Cocoa FL 351 Schearer Blvd. Cocoa, FL 32922 USA	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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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
06/07/2021

NAME OF INSURED: **Jacobs Engineering Group Inc.**

Additional Description of Operations/Remarks from Page 1:

Additional Information:

***$2,000,000 SIR FOR STATE OF: OHIO**

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 74
Policy Symbol HDO	Policy Number G72493503	Policy Period 07/01/2021 TO 07/01/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

Named Insured Jacobs Engineering Group Inc.			Endorsement Number 44
Policy Symbol ISA	Policy Number H25545631	Policy Period 07/01/2021 TO 07/01/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

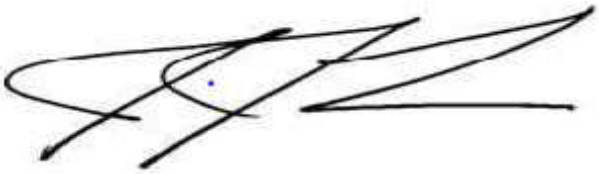
G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured JACOBS ENGINEERING GROUP INC. 1000 WILSHIRE BOULEVARD SUITE 2100 LOS ANGELES CA 90017	Endorsement Number Policy Number Symbol: WLR Number: C67817540
Policy Period 07-01-2021 **TO** 07-01-2022	Effective Date of Endorsement 07-01-2021
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE – EMAIL ONLY

A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the e-mail address of such persons or organizations, and we will utilize such e-mail address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send such notice to the e-mail address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

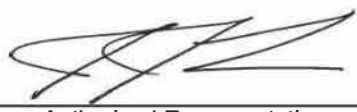
H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This Endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM,TX and WI.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured **Jacobs Engineering Group, Inc.**			Endorsement Number **36**
Policy Symbol **EON**	Policy Number **G21655065 012**	Policy Period **07/01/2021 to 07/01/2022**	Effective Date of Endorsement **07/01/2021**
Issued By (Name of Insurance Company) **ACE American Insurance Company**			

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

A. If **We** cancel or non-renew the **Policy** prior to its expiration date by notice to **You** for any reason other than nonpayment of premium, **We** will endeavor, as set out below, to send written notice of cancellation or non-renewal via such electronic or other form of notification as **We** determine, to the persons or organizations listed in the schedule that **You** or **Your** representative provide or have provided to **Us** (the **Schedule**). **You** or **Your** representative must provide **Us** with both the physical and e-mail address of such persons or organizations, and **We** will utilize such e-mail address and/or physical address that **You** or **Your** representative provided to **Us** on such **Schedule**.

B. The **Schedule** must be initially provided to **Us** within 30 days after:

   i. The beginning of the **Policy Period**, if this endorsement is effective as of such date; or

   ii. This endorsement has been added to the **Policy**, if this endorsement is effective after the **Policy Period** commences.

C. The **Schedule** must be in a format that is acceptable to **Us** and must be accurate.

D. **Our** delivery of the notification as described in Paragraph A of this endorsement will be based on the most recent **Schedule** in **Our** records as of the date the notice of cancellation or non-renewal is mailed or delivered to **You**.

E. **We** will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the **Schedule** at least 30 days prior to the cancellation or non-renewal date applicable to the **Policy**.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the **Schedule** in the event of a pending cancellation or non-renewal of coverage. **We** have no legal obligation of any kind to any such person(s) or organization(s). **Our** failure to provide advance notification of cancellation or non-renewal to the person(s) or organization(s) shown in the **Schedule** shall impose no obligation or liability of any kind upon **Us**, **Our** agents or representatives, will not extend any **Policy** cancellation or non-renewal date and will not negate any cancellation or non-renewal of the **Policy**.

G. **We** are not responsible for verifying any information provided to **Us** in any **Schedule**, nor are **We** responsible for any incorrect information that **You** or **Your** representative provide to **Us**. If **You** or **Your** representative does not provide **Us** with a **Schedule**, **We** have no responsibility for taking any action under this endorsement. In addition, if neither **You** nor **Your** representative provides **Us** with e-mail address and/or physical address information with respect to a particular person or organization, then **We** shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. With respect to this endorsement **Our**, **Us** or **We** means the stock insurance company listed in the Declarations, and **You** or **Your** means the insured person or entity listed in Item 1 of the Declarations page.

All other terms and conditions of this **Policy** remain unchanged.

JOHN J. LUPICA, President
Authorized Representative

Legislation Details (With Text)

File #:	21-554	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/12/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Approve the FY2022 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 FY2022 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Joint Funding Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 12, 2021
Agenda Date: September 14, 2021
Prepared By: Norma E. Hernandez, Administrative Secretary
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the FY2022 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 FY2022 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 FY2022 agreement totals $133,706 of which Cocoa's share is $121,826. The FY2022 budget for this program is $121,826 and sufficient for payment. Cocoa's share remained the same as in the FY2021 program.

Staff recommends approval of the FY2022 Joint Funding Agreement with USGS pending approval of

the FY2022 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 FY2022 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 FY2022 Budget.

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 21, 2021

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

Dear Mr. Walsh:

Enclosed is the digitally signed original of our standard joint-funding agreement for the project Caribbean-Florida Water Science Center Water Resources Investigations, during the period October 1, 2021 through September 30, 2022 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, 2021**. 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, Ph.D., PG
Director, Caribbean-Florida Water Science Center

Enclosure
22MCJFA0006 (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 #: 22MCJFA0006
Project #: MC00E2A
TIN #: 59-6000292

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2021, 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, 2021 to September 30, 2022

(b) $121,826.00 by the party of the second part during the period October 1, 2021 to September 30, 2022

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $6,700

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 #: 22MCJFA0006
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.
	Utilities Director
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.
	Utilities Director
Address:	351 Shearer Blvd. 2nd Floor
	Cocoa, FL 32922
Telephone:	(321) 433-8710
Fax:	
Email:	jwalsh@cocoafl.org

U.S. Geological Survey
United States
Department of Interior

Signature

By_____ **Date: 07/21/2021**
Name: David M. Sumner, Ph.D., PG
Title: Director, Caribbean-Florida Water Science Center

City of Cocoa

Signatures

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

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

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

FY 2022

April 13, 2021

Station ID	Name or Location	Description of Activity	Fre-quen-cy	Activity Code	Repli-cation	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 2022

April 13, 2021

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
									$	-

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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

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April 13, 2021

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

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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

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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

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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

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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**

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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**

	2022
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 #:	21-555	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/13/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Approve Task Order 2022-18 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program, Project No. WS13BC; Pending Approval of the FY 2022 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	JACOBS TASK ORDER 2022-18.pdf Jacobs Proposal TO 2022-18 WFO and CCC Support.pdf RFQ-20-03-COC AGREEMENT.pdf TRACK SHEET.pdf Jacobs COI Exp 7-1-22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	August 12, 2021
Agenda Date:	September 14, 2021
Prepared By:	Melinda M. Keesee, Field Operations Technician
Prepared By:	Donnie Howard, Field Operations Manager
Through:	Chris M. Collier, Assistant Utilities Director
Through:	John A. Walsh, P.E., Utilities Director

Requested Action:

To Approve Task Order 2022-18 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program, Project No. WS13BC; Pending Approval of the FY 2022 Budget

BACKGROUND:

Since 2012 the Utilities Department has successfully implemented several proactive infrastructure condition assessment programs including a valve and hydrant assessment & replacement, Cross Connection Control (CCC) inspection/testing/replacement, and pipeline condition assessment. These programs have provided comprehensive data critical to the successful implementation of proactive asset management programs and capital improvement projects managed by the Water Field Operations (WFO) division.

Due to the scope and complexity of these perpetual infrastructure assessment and

repair/replacement programs, the Utilities Department has requested that Jacobs Engineering, Inc. (Jacobs) continue to augment City staff in the form of project management assistance, contractor coordination and documentation of activities, data management and quality control assistance, including review of contractor submitted data and invoices, and long-term strategic planning.

Staff recommends the approval of Jacobs Engineering, Inc Task Order 2022-18 in the amount of $224,850 pending approval of the FY 2022 budget.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested: $224,850	
Account Number:	421-4025-536.31-03, WS13BC
Account Name:	Engineering Services
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On September 23, 2014, City Council approved Task Order 2015-61 with CH2M for FY 2015 CCC Program Assistance for City staff augmentation and support for CCC Program.

On September 8, 2015, City Council approved Task Order 2016-66 with CH2M for FY 2016 CCC Program Assistance for City staff augmentation and support for CCC Program.

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

On September 27, 2016, City Council approved Task Order 2017-78 with CH2M for FY 2017 CCC Program Assistance for City staff augmentation and support for CCC Program.

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

On October 10, 2017, City Council approved Task Order 2018-84 with CH2M for FY 2018 CCC Program Assistance for City staff augmentation and support for CCC Program.

On October 10, 2017, City Council approved Task Order 2018-85 to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, managing outside services, organizing and utilizing asset data, and increasing staff collaboration and interactions.

On September 25, 2018, City Council approved Task Order 2019-93 with Jacobs/CH2M for FY 2019

project management assistance, data/Invoice review, and strategic planning in support of the Cross Connection Control Program.

On September 25, 2018, City Council approved Task Order 2019-92 with Jacobs/CH2M to assist WFO in prioritizing asset replacement activities, scoping and preparing contract documents, project management, organizing and utilizing asset date.

On February 26, 2020, City Council approved Task Order 2020-02 with Jacobs to assist with contractor oversight, quality control, public relations, and data management for the Cross Connection Control Program.

On February 26, 2020, City Council approved Task Order 2020-05 with Jacobs to provide services to the City's personnel on Repair and Maintenance (R&M) projects in the form of additional project management assistance, contractor monitoring and documentation of activities, data management, and quality control assistance for R&M Programs.

On October 13, 2020, City Council approved Task Order 2021-16 with Jacobs Engineering to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program, Project No. WS13BC.

RECOMMENDED MOTION:

To Approve Task Order 2022-18 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program, Project No. WS13BC; Pending Approval of the FY 2022 Budget.

Task Order Request Form

P-Form 2021.09 Revised 03/30/2021

Consulting Services for Water Supply, Treatment, Transmission & Distribution	2022-18
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 08/04/21 City Bid Number: RFQ-20-03-COC AMOUNT: $ 224,850.00

Vendor Name: Jacobs Engineering Group Quote/Proposal Number: 2022-18

Dept. Number/Division Name: 4025 / WFO

Project Name: WFO Support / CCC Support Project Number: WS13BC

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

AMENDMENT

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

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

Total number of Amendments including this one: _____

Scope of Services; Justification for Amendment

Since 2010, the City of Cocoa Utilities Department has successfully implemented the following programs: Valve and Hydrant Assessment Program, Valve Replacement Program, Cross Connection Control (CCC) Program, Pipe Assessment/Repair Program and Water Quality Coordination and Support Services. These programs provide data critical to the successful implementation of a proactive asset management team within Water Field Operations (WFO). This task order will provide services to the City's personnel on Repair and Maintenance (R&M) projects in the form of additional project management assistance, Contractor monitoring and documentation of activities, data management, quality control assistance for R&M Programs, and will assist with Contractor oversight, quality control, public relations, and data management fort he CCC Program. This T.O. is for FY22 services.

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

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

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

Melinda Keesee Digitally signed by Melinda Keesee Date: 2021.08.04 08:44:29 -04'00'

Requestor

John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2021.08.04 09:16:18 -04'00'

Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2022-18

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2021.08.09 17:08:21 -04'00'

Purchasing & Contracts Division Manager

MAYOR

Stockton Whitten Digitally signed by Stockton Whitten Date: 2021.08.12 08:24:37 -04'00'

CITY MANAGER

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

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

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

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

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

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

Draft City of Cocoa
Task Order 2022-18
FY22 Water Field Operations (WFO) Division and Cross Connection Control (CCC) Support

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.

Background

Since 2010, the City of Cocoa Utilities Department has successfully implemented the following programs: Valve and Hydrant Assessment Program, Valve Replacement Program, Cross Connection Control (CCC) Program, Pipe Assessment/Repair Program and Water Quality Coordination and Support Services. These programs provide data critical to the successful implementation of a proactive asset management team within Water Field Operations (WFO).

This task order will provide services to the City's personnel on Repair and Maintenance (R&M) projects in the form of additional project management assistance, Contractor monitoring and documentation of activities, data management, quality control assistance for R&M Programs, and will assist with Contractor oversight, quality control, public relations, and data management for the CCC Program.

Scope of Services

JACOBS will assist WFO staff in asset replacement activities, scoping and, organizing and utilizing asset data, providing technical evaluations and studies for future distribution system improvements, and recommendations for increasing staff collaboration and interactions. The services under this Task Order will include providing project and asset information management assistance and Contractor oversight, quality control, public relations, and data management for the CCC Program.

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

Task 1 WFO & CCC Project Management and Asset Management Assistance

JACOBS will provide project management assistance in the form of documentation of asset management activities performed by WFO Staff, assistance with uploading of distribution system improvements to the GIS database, monitoring of existing and new outside vendors/contractors' activities, and collection and transfer of information and data to City personnel and GIS database. This task will also include status updates, meeting coordination, and data management. JACOBS will also provide project management assistance in the form of coordinating and monitoring monthly CCC Program progress meetings, responding to Contractor questions, monitoring Contractor activities, and assisting in FY23 planning. This task will also include invoicing, status updates, and administrative assistance.

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

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

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

JACOBS will provide as-needed GIS and information management support services to field operations staff. Types of support activities for field operations staff may include but is not limited to; GIS map production to support operational activities and Emergency events (hurricane valve operations and post hurricane program management activities), GIS data creation and maintenance to support programs in WFO (XC2 replacement activity and Inframap field application), and GIS tasks related to data QA QC activities (compare and validate vendor supplied data from programs).

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

Task 2 – Cross Connection Control Program

Contractor Coordination and Documentation

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

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

Data Management and Quality Control

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

JACOBS will document and coordinate field activities required by WFO Staff to address anomalies and provide field review of CCC Contractor's data. In addition, JACOBS will document any inconsistencies found in the City's CCC database, as determined in the field, and coordinate with

City Staff on possible solutions and the documentation of any data update processes. JACOBS Staff will provide a monthly report summarizing CCC Program activities and statistics.

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

Strategic Planning

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

Safety

JACOBS will manage the health, safety and environmental activities of JACOBS staff 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.

Assumptions

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

Any review by JACOBS of designs or work product 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.

JACOBS Quality Control services are in an advisory role only and offered for the City's consideration. Jacobs does not assume any liability associated with the City's staff in the execution of their work.

Schedule

This task will begin in October 1, 2021 or upon City Council approval, whichever is later, and continue through September 30, 2022.

Compensation

JACOBS proposes to perform the work described herein on a Time and Material basis, with budgets between tasks being interchangeable. The estimated engineering fee including labor and expenses associated with the scope of work is not to exceed $224,850 as presented in the Exhibit A, below.

Exhibit A. Engineering Fee

Task Descriptions	Labor Hours	Labor Costs
Task 1 – WFO & CCC Project and Asset Management Assistance	1,140	$ 186,216
Task 2 – Cross Connection Control Program	250	$37,134
Labor Total:	1,390	$ 223,350
Expense Total:		$ 1,500
Grand Total:		$ 224,850

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, PE

Title Vice President

Date August 3, 2021

City of Cocoa FY2022 Task Order 2022-18 WFO Division and CCC Support Labor Hour Breakdown - 06/21/2022

TASK #	TASK NAME	Principal/Senior Reviewer/Consultant/Senior Project Manager	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
		$235.00	$199.00	$169.00	$142.00	$120.00	$85.00		
1	**WFO & CCC Project and Asset Management Assistance**								
	WFO Assistance	60	70	520	120	36	36	842	$ 140,330
	CCC Assistance	10	48	96	60	60	24	298	$ 45,886
	Total	70	118	616	180	96	60	1,140	$ 186,216
2	**Cross Connection Control Program**								
		6	24	96	12	100	12	250	$ 37,134

Labor Total	**1,390**	**$ 223,350**
Expenses		**$ 1,500**
Subcontracts		**$ -**
Task Order Total		**$ 224,850**

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.

RFQ-20-03-COC

Approved by Council 11/13/19
IX.3 (Authorize CM&Attorney)
to Negoiate & Execute Agreement

Term: 2/5/2020 thru 2/04/2023
Renewal Opt. 2/05/23 - 2/4/25
Renewal Opt. 2/05/25 - 2/4/27

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.

~ TRACK SHEET ~

Multi-use Continuing Services Agreement Contract - FINANCE DEPARTMENT

COMMODITY/SERVICE:	**CSA-ENGINEERING SERVICES FOR WATER SYSTEM**	**Term: 3 years with two (2), one (2) Year Renewal Options. NTE: Seven (7) Years Consecutive.**
VENDOR/CONTRACTOR:	**JACOBS ENGINEERING GROUP, INC. 200 South Orange Ave. Suite-900 Orlando, FL 32801 Attn: Mr. Didier Menard Phone: 407.903.5252**	**EXPIRES: 02/04/2023**
Department Name:	Utilities	
Department Requestor	Katie Ennis	*Balances Verified By: Diane Kozlak*
VENDOR NUMBER:	10612	*Date Verified: 08/25/2020*
COUNCIL APPROVED:	11/13/2019 Item IX.3	
Quote/Bid/Proposal No:	**RFQ-20-03-COC**	
Total # of Task Orders Issued for this Contract:	16	**RENEWALS LEFT - 2**

Per Section 2.5 of this agreement **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.

Contract Date: 02/05/2020 - 02/04/2023, Approved by Council on Item 11/13/2019 IX.3 (Multi-Year)	FY2020
Contract Date: 02/05/2023 - 02/04/2025 , Approved by Council on (RENEWAL AVAILABLE)	FY2021
Contract Date: 02/05/2025 - 02/04/2027 , Approved by Council on (RENEWAL AVAILABLE)	FY2022
	FY2023
Approved Final Ranking on 11/13/2019 - IX.3 Authorize CM & Attorney to Negotiate pricing, Terms & Execute Agreement	FY2024
PO AMOUNT CURRENTLY ENCUMBERED:	**1,136,286.73**
PO AMOUNT CURRENTLY PAID:	**(73,368.04)**
TOTAL:	**1,062,918.69**

TASK NO:	TASK DETAILS	Project #	ENCUMB	PAID
		Project #	1,136,286.73	410,591.27
2020-01	UT-PO#76256-40438 date 03/16/2020 $339,431 Approved by Council on 02/26/2020 Item#VIII.5 FOR: Cocoa Program Management Services for FY2020 for Operating Revenue Funded CIP Projects (1,902 Hours) CO # 1 UT-WFO date 08/31/2020 ($143,094.00) Reduction in time required for Task due to COVID -19 delays 1	WS1221	151,599.00	44,738.00
2020-02	UT-PO#76375-40592 date 04/07/2020 $93,677.00 Approved by Council on 02/26/2020 Item# VI.9 FOR: FY2020 Cross Connection Control Program Assistance $124,902.00 (903 Hours) CO # 1 UT-WFO date 06/17/2020 ($20,000.00) Reduction in time required for Task 1- Project Mgmt. Assistance & Task 2 - Contractor Coordination and Documentation, Task 3 - Data Mgmt. &and Quality Control, Task 4 - Strategic Planning & Implementation	WS13BC	49,485.50	24,191.50
2020-03	UT-PO#76255-40441 date 03/16/2020 $325,016 Approved by Council on 02/26/2020 Item#VIII.5 FOR: FY2020 Program Management Services for Cocoa Utilities Bond Funded CIP Projects (1,694 Hours)	WS19BO	311,644.00	13,372.00
2020-04	UT-PO#76254-40442 date 03/16/2020 $178,052 Approved by Council on 02/26/2020 Item#VIII.5 FOR: FY2020 City of Cocoa Plan Review, Permitting Assistance & Utility Support (1,340 Hours)	WS1221	110,603.50	67,448.50
2020-05	UT-PO#76376-40594 date 04/07/2020 $160,492.00 Approved by Council on 02/26/2020 Item#VI.8 FOR: FY2020 Water Field Operations (WFO) Division Support (1,067 Hours) CO # 1 UT-WFO date 06/17/2020 ($30,000.00) Reduction in time required for Task 1- Project Mgmt. & Task 2 - Quality Control Assistance	WS136BC	73,022.50	57,469.50

TASK NO:	TASK DETAILS	Project #	ENCUMB	PAID
2020-06	UT-PO#76412-40440 date 04/13/2020 $168,332 Approved by Council on 02/26/2020 Item#VIII.4 FOR: FY2020 Water System Program Management Services - Dyal Plant Support (987 Hours)	N/A	79,491.00	88,841.00
2020-07	UT-PO#76253-40443 date 03/16/2020 $188,914 Approved by Council on 02/26/2020 Item#VIII.1 FOR: America's Water Infrastructure (AWIA) Section 2013 Compliance Support (871 Hours)	N/A	108,090.18	80,823.82
2020-08	UT-PO#XXXXX-XXXXX date XX/XX/2020 $976,932 Approved by Council on XX/XX/2020 Item# FOR: Patrick Air Force Base & Cape Canaveral Air Force Station Water Utility Privatization			
2020-09	UT-PO#76439-40701 date 04/20/2020 $111,058.00 Approved by Council on 04/08/2020 Item#IX.4 FOR: Corrosion Control Study	WS19CF	98,399.00	12,659.00
2020-10	UT-PO#76569-40860 date 06/03/2020 $175,000.00 Approved by Council on 01/22/2020 Item#VIII.5 FOR: Assistance & Support for SCADA	N/A	153,952.05	21,047.95
2020-11	UT-PO#XXXX-XXXX date 0/0/2020 $143,094.00 Approved by Council on 0/0/2020 Item# FOR: Develop a Standard Operating Procedures (SOP) manual describing the operation of the Dyal WTP Facilities and Systems. Provided TO # to Shawny 07/02/20	N/A	0.00	0.00
2020-12	UT-PO#XXXX-XXXX date 0/0/2020 $58,321.00 Approved by Council on 0/0/2020 Item# FOR: Update of Fixed Assets and System Data Provided TO # to Norma 07/31/20	N/A	0.00	0.00
2021-13	UT-PO#XXXX-XXXX date 0/0/2020 $374,708.00 Approved by Council on 0/0/2020 Item# FOR: FY21 Engineering Services for the Water System Program Management Services - Water Supply and Provided TO # to Shawny 09/03/20	N/A	0.00	0.00
2021-14	UT-PO#XXXX-XXXX date 0/0/2020 $178,052.00 Approved by Council on 0/0/2020 Item# FOR: FY21 Plan Rveview,Permitting Assistance and Utility Support Provided to Katie 09/03	N/A	0.00	0.00
2021-15	UT-PO#XXXX-XXXX date 0/0/2020 $453,942.00 Approved by Council on 0/0/2020 Item# FOR: FY21 Engineering Services for the Water System Program Management Services forCocoaUtilities Operating Revenue Funded CIP Projects Provided to Katie 09/03	N/A	0.00	0.00
2021-16	UT-PO#XXXX-XXXX date 0/0/2020 $224,883.00 Approved by Council on 0/0/2020 Item# FOR: FY21 WFO Cross Connection Control (CCC) Support Provided to Melinda 09/09	N/A	0.00	0.00

Legislation Details (With Text)

File #:	21-567	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/19/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Approve a Change Order to Purchase Order Number 77665 in the amount of $54,182 to Southern Sewer Equipment and Sales Inc. for the Stormwater Vac-Con cab and chassis replacement and vehicle repairs. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	77665.pdf QUOTE# 167980.pdf QUOTE# 167981.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 19, 2021
Agenda Date: September 14, 2021
Prepared By: Tony Jones, Fleet Manager
Through: Bryant Smith III, P.E., CFM Public Works Director/City Engineer
Requested Action:
Approve a Change Order to Purchase Order Number 77665 in the amount of $54,182 to Southern Sewer Equipment and Sales Inc. for the Stormwater Vac-Con cab and chassis replacement and vehicle repairs.

BACKGROUND:

The Stormwater Division previously issued a purchase order to Southern Sewer Equipment and Sales for the replacement of the cab and chassis on the Stormwater Vac-Con vehicle. During the transition of the Vac-Con body to the new cab and chassis, multiple issues were found that need repairs for this vehicle to prolong its existing service life. Many of these repairs need to be performed by a specialized shop related to the Vac-Con equipment. Southern Sewer Equipment and Sales is the only certified Vac-Con dealer in this area that can coordinate these critical repairs with the manufacturer. There is currently not enough budget in account # 423-3570-538.64-00 Machinery & Equipment for these additional costs. Budget transfers will be done with the August budget cleanup to provide the necessary budget.

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

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

Change Order Amount $54,182

Original Purchase Order 77665
Original P.O. Amount $75,000
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date 0
Total amount in change orders to date $0

PREVIOUS ACTION:

At the November 10, 2021 City Council Meeting, City Council approved participation in Cooperative Purchase Agreement utilizing Sourcewell Contract #120716-NAF, 060920-NAF and the Florida Sheriffs Association Contract FSA20-VEH18.0 for the purchase of vehicles and equipment through Alan Jay Fleet and Nextran Truck Center.

RECOMMENDED MOTION:

Approve a Change Order to Purchase Order Number 77665 in the amount of $54,182 to Southern Sewer Equipment and Sales Inc. for the Stormwater Vac-Con cab and chassis replacement and vehicle repairs.

SERVICE

PURCHASE ORDER

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

THIS NO. 77665

MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 535
VENDOR FAX NO.: 772-595-9171
VENDOR PH NO.: 800-782-4034

DATE 9/22/2021
DATE REQUIRED 9/30/2021

SOUTHERN SEWER EQUIP SALES
DISTR /UEMSI-3409 INDUST.
27TH ST -CUST #S17200
FT.PIERCE FL 34946

DELIVER TO:

City of Cocoa
CITY GARAGE
301 SHEARER BOULEVARD
COCOA FL 32922

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

BUYER/REQ. # CS 0000042282 TONY JONES - SW/FLEET

F.O.B. COCOA

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	75000.00	SUM	REMOVE 2011 VAC-CON BODY SER#09115994 FROM THE CURRENT CHASSIS AND INSTALL ON A NEW 2021 MACK CHASSIS PROVIDED BY OF COCOA - NEXTRAN TRUCK CENTER	1.0000	75000.00
				TOTAL	75000.00

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

42335705386400
CITY OF COCOA

MAIL INVOICES TO:

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

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

Purchasing Agent

TERMS AND CONDITIONS

1. **AGREEMENT**: Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Cocoa, Florida, (hereinafter referred to as the "City" or "Buyer").

2. **TIME IS OF THE ESSENCE**: Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.

3. **WARRANTY**: With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act and the Equal Pay Act, and all applicable municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods are subject, (c) that the goods furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership or association.

4. **MODIFICATIONS**: Except as provided in Paragraph 22, this Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.

5. **WAIVER**: The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.

6. **CITY OPTIONS**: City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.

7. **INDEMNIFICATION**: Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.

8. **PATENT INDEMNIFICATION**: Seller represents and warrants that it has the right to use any and all intellectual property, either by licensure or ownership, that is supplied, indirectly or directly, under this Purchase Order. Further, the Seller agrees that the City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.

9. **INSPECTION**: City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled; notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.

10. **TAXES**: The City government is a non-profit operation and not subject to tax.

11. **CONTINGENCIES**: Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.

12. **PRICE PROTECTION**: Seller warranties that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect hereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.

13. **PACKAGING AND CARTAGE**: No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.

14. **HAZARD**: Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.

15. **QUANTITY**: The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.

16. **ASSIGNMENT**: No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.

17. **CHOICE OF LAW; VENUE**: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Brevard County, Florida for any state action and Orlando, Florida, for any federal action.

18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS**: Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.

19. **FISCAL YEAR FUNDING APPROPRIATION**: (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Council. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

20. **FAILURE TO EXECUTE PURCHASE ORDER**: Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.

21. **INDEPENDENT CONTRACTOR**. The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.

22. **OTHER RELATED AGREEMENTS.** In conjunction with, or prior to issuing this Purchase Order, the City may require the Seller to execute a full written agreement that is approved by the City Manager or City Council and executed by the City Manager or Mayor ("Master Agreement"). The Master Agreement shall take precedence over the terms and conditions set forth in this Purchase Order to the extent there are any conflicting terms and conditions. Otherwise, the Master Agreement and this Purchase Order shall be deemed supplemental to each other.

23. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of §768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.

24. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.

QUOTE

Southern Sewer Equipment Sales
3409 Industrial 27th Street
Fort Pierce, FL 34946

Date	S.O. No.
8/13/2021	167980
PH. NUMBER	

BILL TO	SHIP TO
CITY OF COCOA ATTN: SUSAN (A/P) 65 STONE STREET COCOA, FLORIDA 32922 (email invs to a/p- no mail)	CITY OF COCOA 301 SHEARER BLVD COCOA, FL 32922

PLEASE REFER TO QUOTE NUMBER WHEN PLACING ORDER | WRITER: GA

Phone #	Fax #	E-mail	Web Site
1-800-782-4134	772-595-9171	info@southernsewer.com	www.southernsewer.com

P.O. No.	Terms	SHIP VIA	CUSTOMER
	NET 10 DAYS	UPS	

QTY.	PART NUMBER	DESCRIPTION	EACH	TOTAL
0	MILEAGE	DATE/TIME:08/13/2021 VAC-CON #09115994 MODEL #V311SHA/1000 IN SERVICE DATE: FAILURE DATE: 08/13/2021 UNIT #: MILEAGE: PONY MOTOR: CHASSIS HOURS: VIN #:1FDZW82E6SVA75929	1.57	0.00
	MECHANICAL ISSUE	LIST OF ISSUES FOUND DURING INSPECTION OF UNIT.	0.00	0.00
1	661-1406	PACKING, GP7145A GIANT WATER PUMP	348.42	348.42
1	661-1507	VALVE KIT, GIANT WATER PUMP - 7145, 7255	1,524.59	1,524.59
1	661-1405	OIL SEAL KIT FOR 8255 GIANT WATER PUMP	298.77	298.77
1	661-1593	COVER PLATE UPPER, # 07619 GIANT 7145A/7255A	83.76	83.76
2	662-0205	1" CARBON BALL VALVE WITH HANDLE	171.59	343.18
2	644-0188	INNER BEARING FOR AUX. MOTOR SHAFT	312.10	624.20
1	800-7128	PIN WELDMENT LONG	224.79	224.79
1	800-7129	PIN WELDMENT SHORT	165.62	165.62
1	633-1695	STROBE LIGHT	528.64	528.64
1	633-1002	STROBE MIRROR	235.95	235.95
1	633-1932	LED ARROW BOARD WITH 50FT CABLE	880.15	880.15
11	680-0279	LAY FLAT DISCHARGE HOSE, 8"	9.89	108.79
2	624-0272	HYDRAULIC FILTER @ BUMPER 5 MICRON	174.30	348.60

DAILY CREDIT CARD TRANSACTIONS ARE LIMITED TO $7,500 PER CREDIT CARD.
A 25% RESTOCK WILL BE CHARGED ON ALL RETURNED ITEMS.

PRICES ARE SUBJECT TO CHANGE DAILY

Subtotal

Sales Tax (0.0%)

Total

QUOTE

Southern Sewer Equipment Sales
3409 Industrial 27th Street
Fort Pierce, FL 34946

Date	S.O. No.
8/13/2021	167980
PH. NUMBER	

BILL TO	SHIP TO
CITY OF COCOA ATTN: SUSAN (A/P) 65 STONE STREET COCOA, FLORIDA 32922 (email invs to a/p- no mail)	CITY OF COCOA 301 SHEARER BLVD COCOA, FL 32922

PLEASE REFER TO QUOTE NUMBER WHEN PLACING ORDER

WRITER: GA

Phone #	Fax #	E-mail	Web Site
1-800-782-4134	772-595-9171	info@southernsewer.com	www.southernsewer.com

P.O. No.	Terms	SHIP VIA	CUSTOMER
	NET 10 DAYS	UPS	

QTY.	PART NUMBER	DESCRIPTION	EACH	TOTAL
1	624-0261	HYDRAULIC FILTER, CENTER DECK LOCATION	91.11	91.11
1	800-0065	8" X 6 1/2' ALUMINUM CATCH BASIN NOZZLE WELDMENT	266.45	266.45
1	800-0347	8" X 4' ALUMINUM EXTENSION TUBE	171.12	171.12
1	800-0064	8" X 5' ALUMINUM EXTENSION TUBE	188.20	188.20
1	800-0063	8" X 3' ALUMINUM EXTENSION TUBE	157.67	157.67
4	690-0030	BUNGEE CORD,	1.79	7.16
2	690-0029	MUD FLAPS VAC-CON	91.15	182.30
20	664-0060	1" CLEAR VINYL HOSE/PER FOOT	3.97	79.40
1	680-0029	25' FILL HOSE	141.29	141.29
1	650-1249	OIL FILTER, 4 & 6 CYL DEUTZ	27.72	27.72
2	15W40	OIL	24.07	48.14
2	650-1539	FUEL FILTER	105.35	210.70
1	681-0851	STORAGE BOX, STEEL 96"L X 42" h' X 16"	2,330.76	2,330.76
1	662-0316	BALL VALVE - 24SAE FEMALE	115.91	115.91
1	624-0276	4000 PSI BACK MOUNT GAUGE, WATER PRESSURE-NPT	35.69	35.69
1	662-0328	BALL VALVE NPTF -#8SAE 7250 PSI	68.57	68.57
1	663-0003	FEM. COUPLER FOR 663-0004, 1/2" NPTF	30.95	30.95
1	663-0004	MALE PLUG 1/2" NPT FOR 663-0003 COUPLER	8.27	8.27
1	663-0046	HAND GUN PLUG	8.62	8.62
1	662-0006	3/4" BALL VALVE	111.51	111.51
1	605-0138	SAFETY SNAP PIN	8.07	8.07
1	610-0074	BREATHER FOR 620-0002/620-0187	10.49	10.49
1	PAINT	PARTS ACCORDING TO SER #09115994	1,000.00	1,000.00
1	MISC.	SHOP SUPPLIES	50.00	50.00
75	LABOR	LABOR BY SOUTHERN SEWER: ESTIMATED LABOR	125.00	9,375.00

DAILY CREDIT CARD TRANSACTIONS ARE LIMITED TO $7,500 PER CREDIT CARD.
A 25% RESTOCK WILL BE CHARGED ON ALL RETURNED ITEMS.

PRICES ARE SUBJECT TO CHANGE DAILY

Subtotal	$20,440.56
Sales Tax (0.0%)	$0.00
Total	$20,440.56

QUOTE

Southern Sewer Equipment Sales
3409 Industrial 27th Street
Fort Pierce, FL 34946

Date	S.O. No.
8/13/2021	167981
PH. NUMBER	

BILL TO	SHIP TO
CITY OF COCOA ATTN: SUSAN (A/P) 65 STONE STREET COCOA, FLORIDA 32922 (email invs to a/p- no mail)	CITY OF COCOA 301 SHEARER BLVD COCOA, FL 32922

PLEASE REFER TO QUOTE NUMBER WHEN PLACING ORDER WRITER:

Phone #	Fax #	E-mail	Web Site
1-800-782-4134	772-595-9171	info@southernsewer.com	www.southernsewer.com

P.O. No.	Terms	SHIP VIA	CUSTOMER
	NET 10 DAYS	UPS	

QTY.	PART NUMBER	DESCRIPTION	EACH	TOTAL
1	MILEAGE	DATE/TIME:08/13/2021 VAC-CON #09115994 MODEL #V311SHA/1000 IN SERVICE DATE: FAILURE DATE: 08/13/2021 UNIT #: MILEAGE: PONY MOTOR: CHASSIS HOURS: VIN #:1FDZW82E6SVA75929	1.57	1.57
	MECHANICAL ISSUE	VACUUM COMPRESSOR ASSEMBLY SHOULD BE REPLACED.	0.00	0.00
1	711-14516	VACUUM COMPRESSOR ASSEMBLY-3 STAGE EXCHANGED, WITH FLEX COUPLING & DRIVE MOTOR	31,114.84	31,114.84
1	PAINT	ACCORDING TO SER # 09115994	750.00	750.00
15	LABOR	LABOR BY SOUTHERN SEWER: ESTIMATED LABOR TO REPLACE VACUUM COMPRESSOR.	125.00	1,875.00

DAILY CREDIT CARD TRANSACTIONS ARE LIMITED TO $7,500 PER CREDIT CARD.
A 25% RESTOCK WILL BE CHARGED ON ALL RETURNED ITEMS.

PRICES ARE SUBJECT TO CHANGE DAILY

Subtotal	$33,741.41
Sales Tax (0.0%)	$0.00
Total	$33,741.41

Legislation Details (With Text)

File #:	21-579	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	8/25/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Council acceptance of State of Florida Historic Preservation Small Matching Grant Award # 22.h.sm.300.024 in the amount of $50,000 ($25,000 grant/$25,000 match) for the purposes of designing educational displays related to the history of the Leon and Jewel Collins Museum of African American History and Culture. Approve a Resolution Amending the Fiscal Year 2021 Budget, BAF# 21-113-A in the amount of $25,000 for the grant award. Authorize the City Manager to sign the Grant Award Agreement. (Interim Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	GAA 22hsm300-024.pdf Budget Resolution FY 2021- ADA Compliant.pdf BAF 21-113-A-CS-Historic Preservation Grant(9-14-21) Agenda 21-579.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 25, 2021
Agenda Date: September 14, 2021
Prepared By: Charlene Neuterman, Interim Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Council acceptance of State of Florida Historic Preservation Small Matching Grant Award # 22.h.sm.300.024 in the amount of $50,000 ($25,000 grant/$25,000 match) for the purposes of designing educational displays related to the history of the Leon and Jewel Collins Museum of African American History and Culture. Approve a Resolution Amending the Fiscal Year 2021 Budget, BAF# 21-113-A in the amount of $25,000 for the grant award. Authorize the City Manager to sign the Grant Award Agreement.

BACKGROUND:

In May 2020, Staff presented an application for the State of Florida Small Matching Historic Preservation Grant Program for a project that will support cultural engagement and education. Staff requested a $25,000 grant with a $25,000 match, for a total of $50,000. The application request consisted of hiring a consultant to design and develop exhibit content for the Leon & Jewel Collins Museum of African American History and Culture. The request included developing audio/video segments to showcase in the museum as well as development of physical exhibits that outline the history of the Cocoa Junior High School and the City of Cocoa. Additionally, the development of educational material to share with students in Cocoa and Brevard County are planned for the

design/development.

In September 2020, Staff presented before the State panel to request funding. Following that panel session, the recommended rankings were announced, with the City of Cocoa eligible for funding in the State's FY2022 budget. In July, the City was notified that the final approved State of Florida budget for FY2022 included funding for all of the recommended projects in the Small Matching Grant category, including the City of Cocoa. The recommended funding was $25,000 grant funds with $25,000 in matching funds.

The grant period of performance is July 1, 2021 through June 30, 2022. The City is contracting with the Florida Historical Society to perform the exhibit design and development per the attached Grant Award Agreement (GAA). The Florida Historical Society is a professional museum exhibit/historian consultant with extensive knowledge and background on the subject. Staff anticipates the project will be completed by June 30, 2022. Quarterly progress reports and reimbursement requests are required to maintain active status. Staff is prepared to provide the reports as required by the grant.

Upon completion, the Florida Historical Society will present the final exhibits for approval by the State and full reimbursement of the $25,000 grant funds.

In the FY2021 Community Services budget, $25,000 budgeted for the match in account # 001-3200-515-49-00. A Budget Amendment and Resolution is presented for approval to add the $25,000 grant funds to the FY 2021 budget and transfer the already budgeted amount to a grant account number. The funds will roll to FY2022 for the purposes of completing the project.

Staff requests Council acceptance of the Grant Award Agreement # 22.h.sm.300.024 and authorize the City Manager to sign the agreement. Staff also requests approval of the Budget Amendment and Resolution amending the FY2021 budget in the amount of $25,000.

STRATEGIC PLAN CONNECTION:

Improve the City's image through the development of programs and activities that enhance the image of Cocoa.

BUDGETARY IMPACT:

Budgeted	Yes (Partially/Match)
If not budgeted, is amendment/transfer attached?	Yes

BAF # 21-113-A

Amount Requested	$25,000
Account Number	001-0000-334.70-09
Account Name	Historical Preservation Grant GR2109

Amount Requested	($25,000)
Account Number	001-3200-515.49-00
Account Name	Other Charges and Obligations

Amount Requested	$50,000
Account Number	001-3200-515.31-16
Account Name	Professional Services/Historical Preservation GR2109

Source of Funds: State Historic Preservation Grant Award and the Match, (Other Charges and Obligations)

PREVIOUS ACTION:

May 27, 2020 - Council authorized Staff to apply for the Historic Preservation Grant.

RECOMMENDED MOTION:

Council acceptance of State of Florida Historic Preservation Small Matching Grant Award # 22.h.sm.300.024 in the amount of $50,000 ($25,000 grant/$25,000 match) for the purposes of designing educational displays related to the history of the Leon and Jewel Collins Museum of African American History and Culture. Approve a Resolution Amending the Fiscal Year 2021 Budget, BAF# 21-113-A in the amount of $25,000 for the grant award. Authorize the City Manager to sign the Grant Award Agreement.

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AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of Cocoa
22.h.sm.300.024

This Agreement is by and between the State of Florida, Department of State, Division of Historical Resources hereinafter referred to as the "Division," and the City of Cocoa hereinafter referred to as the "Grantee."

The Grantee has been awarded a Small Matching Grant by the Division, grant number 22.h.sm.300.024 for the Project "Expansion of Education Displays at Leon and Jewel Collins Museum of African American History and Culture," in the amount of $25,000 ("Grant Award Amount"). The Division enters into this Agreement pursuant to Line Item 3077, contained in the 2022 General Appropriations Act, SB 2500, Laws of Florida. The Division has the authority to administer this grant in accordance with Section 267.0617, *Florida Statutes.*

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Grant Purpose. This grant shall be used exclusively for the "Expansion of Education Displays at Leon and Jewel Collins Museum of African American History and Culture," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to expand existing exhibits for the Leon and Jewel Collins Museum of African American History and Culture, including conducting research and cataloging museum objects and documents; conducting historical research related to historical figures that were part of the museum and develop a timeline of events; develop, produce, and install a minimum of two (2) educational audio files and a minimum of two (2) educational video files; develop, produce, and install a minimum of five (5) exhibit panels to be displayed in the museum; develop content to be used in the museum for educational purposes, including developing an educational app and printed educational materials to be handed out to students/guests.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

b) The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount

1	Fixed Price	Provide credentials of the professional museum exhibit/historian consultant team and a project timeline to the Division for review and approval.	One (1) electronic copy of professional museum exhibit/historian consultant team credentials; and one (1) electronic copy of the project timeline.	$6,250
2	Fixed Price	Provide a draft for a minimum of two (2) proposed educational audio files and a minimum of two (2) educational video files; and a draft of anticipated educational materials, including any images to be used, to the Division for review and approval.	One (1) electronic copy draft each for a minimum of two (2) educational audio files and two (2) educational video files; and one (1) electronic copy draft for educational materials text, including any images to be used.	$6,250
3	Fixed Price	Provide draft design plans for educational timelines and exhibition panels; and a draft design plan for the anticipated educational app to the Division for review and approval.	One (1) electronic copy of draft design plans for educational timelines; One (1) electronic copy of draft design plans for exhibition panels; and one (1) electronic copy draft design plan for educational app.	$6,250
4	Fixed Price	Provide a complete list of museum objects and documents catalogued; digital copies of a minimum of two (2) finalized audio files and a minimum of two (2) video files; a live link to the educational app created; and a minimum of ten (10) high resolution photographs of the installed finalized museum exhibits.	One (1) electronic copy of complete list of museum objects/documents catalogued; One (1) electronic copy of each finalized audio/video file; a live link to the educational app; and a minimum of ten (10) high resolution photographs of the installed finalized museum exhibits.	$6,250
Totals				**$25,000**

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

2. Length of Agreement. This Agreement shall begin on 07/01/21, and shall end 06/30/22, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Division of Historical Resources:
Nicole Hu
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6355
Email: Nicole.Hu@dos.myflorida.com

For the Grantee:
Contact: Anthony Hagan
Address: 65 Stone Street Cocoa Florida 32922
Phone: 321.433.8684
Email:ahagan@cocoafl.org

4. **Grant Payments.** All grant payments are requested online via www.dosgrants.com by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Division staff is complete and approval of the deliverables given. The grant payment schedule is outlined below:

   a) All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.

   b) All payments will be made in accordance with the completion of those Deliverables.

5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at http://www.myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf where information pertaining to payment status is also available.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute

Form W-9 visit https://flvendor.myfloridacfo.com/ . **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Division, as required, in advance of or with the executed Agreement.**

7. Amendment to Agreement. Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement**. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

8. Financial Consequences. The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

a) Any advanced funds will be returned to the State of Florida if unexpended within the first 3 months of disbursement.

b) Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state funds.

c) If the grantee has spent less than the Grant Award Amount in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state dollars and the Grant Award Amount.

d) The Division may reduce individual payments by 10% if the completed Deliverable does not meet the Secretary of the Interior's Standards and Guidelines or other industry standards applicable to the project.

The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Division any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

Heritage Education Projects.

a) The Grantee shall submit heritage education project contracts to the Division for review and approval prior to execution. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts.

b) Copyright and Royalties: When publications, brochures, films, or similar materials are developed, directly or indirectly, from a program, project or activity supported by grant funds, any copyright resulting therefrom shall be held by the Florida Department of State, Division of Historical Resources. The author may arrange for copyright of such materials only after approval from the Department. Any

copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the grantee agrees to, and awards to the Department and, if applicable, to the Federal Government, and to its officers, agents, and employees acting within their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

a) "This project is sponsored in part by the Department of State, Division of Historical Resources and the State of Florida." Any variation in this language must receive prior approval in writing by the Division.

b) All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Division as soon as it is erected.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work by September 30, except as allowed below.

a) Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Division. To be eligible for this extension, the Grantee must demonstrate to the Division that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.

b) Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via www.dosgrants.com.

a) **First Project Progress Report** is due by October 31, for the period ending September 30.

b) **Second Project Progress Report** is due by January 31, for the period ending December 31.

c) **Third Project Progress Report** is due by April 30, for the period ending March 31.

d) **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above.

13. Matching Funds. The Grantee is required to provide a 100% match of the Grant Award Amount. Of the required match, a minimum of 25% must be cash on hand. The remaining match may include in-kind services,

volunteer labor, donated materials, and additional cash. For projects located in Rural Economic Development Initiative (REDI) counties or communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes*, Grantees may request a waiver of the match amount. Grantees that are Certified Local Government (CLG) organizations and Main Street Program organizations are not required to provide a match. The Grantee must submit documentation that the minimum match requirements have been met and provide to the Division documentation evidencing expenses incurred to comply with this requirement.

14. Grant Completion Deadline. The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.

15. Extension of the Grant Completion Deadline. An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Division, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended Grant Period.

16. Non-allowable Grant Expenditures. The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable Project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019), which are incorporated by reference and are available online at https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;

b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement, Chapter 287 of the *Florida Statutes* and/or Rule 60A-1.002 of the *Florida Administrative Code*;

c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;

d) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;

e) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at http://www.nps.gov/tps/standards.htm and nps.gov/history/local-law/arch_stnds_0.htm or applicable industry standards;

f) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended, or under Section 267.031, F.S.;

g) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;

h) Entertainment, food, beverages, plaques, awards or gifts;

i) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;

j) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;

k) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;

l) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);

m) Insurance costs;

n) Capital improvements to property;

o) Planning activities for the interior of Religious Properties (Exception: planning related to structural elements of the building. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);

p) Planning for accessibility improvements for Religious Properties;

q) Furniture and Equipment. (a) Expenditures for furniture and equipment including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, computers, cameras,

printers, scanners, appliances, case goods (including cabinets, countertops, or bookshelves), new or replacement casework, systems' furniture, portable lighting fixtures, portable sound or projection systems, specialty fixtures and equipment, visual display units, total stations, movable partitions, and acoustical treatments and components, unless specific prior approval has been granted by the Division. (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;

r) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project);

s) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and

t) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures.*

18. Repayment. All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Grants Program Supervisor, Division of Historical Resources, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. Single Audit Act. Each Grantee, other than a Grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

20. Retention of Accounting Records. Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

21. Obligation to Provide State Access to Grant Records. The Grantee must make all grant records of

expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

22. Obligation to Provide Public Access to Grant Records. The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

23. Investment of Funds Received But Not Paid Out. The Grantee may temporarily invest any or all grant funds received but not expended, in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than $100 within any quarter may be held until the next quarter when the accrued interest totals more than $100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's final Progress Report at the end of the Grant Period.

24. Noncompliance with Grant Requirements. Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other Division of Historical Resources grants or grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.

25. Accounting Requirements. The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

d) The name of the account(s) must include the grant award number;

e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and

f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. Availability of State Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

27. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

28. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Division.

29. Liability. The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.

b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.

c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Division shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor

for all expenses and liabilities incurred under the subcontract.

30. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

31. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

32. Breach of Agreement. The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

33. Termination of Agreement.

a) Termination by the Division. The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

b) Termination for convenience. The Division or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

c) Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Division. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

34. Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

35. Non-Assignment of Agreement. The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

36. Required Procurement Procedures for Obtaining Goods and Services. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Division for review and approval prior to execution of project contracts.

a) **Procurement of Goods and Services Not Exceeding $35,000.** The Grantee must use the applicable procurement method described below:

1. Purchases Up to $2,500: Procurement of goods and services where individual purchases do not exceed $2,500 may be conducted at the Grantee's discretion using good purchasing practices in accordance with Rule 60A-1.002, *Florida Administrative Code*.
2. Purchases or Contract Amounts Between $2,500 and $35,000: Goods and services costing between $2,500 and $35,000 require informal competition such as written quotations and informal bids and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Rule 60A-1.002, *Florida Administrative Code*.

b) **Procurement of Goods and Services Exceeding $35,000.** Goods and services costing over $35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document in accordance with Chapter 287, *Florida Statutes*.

37. Conflicts of Interest. The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

38. Binding of Successors. This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Historical Resources.

39. No Employment of Unauthorized Aliens. The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

40. Severability. If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

41. Americans with Disabilities Act. All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq*.), which is incorporated herein by reference.

42. Governing Law. This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. Entire Agreement. The entire Agreement of the parties consists of the following documents:

a) This Agreement

b) Estimated Project Budget (Attachment A)

c) Single Audit Act Requirements and Exhibit I (Attachment B)

In acknowledgment of this grant, provided from funds appropriated in the 2022 General Appropriation Act, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

By:

_____

Dr. Timothy Parsons, Division Director

_____

Date

Grantee:

By: _____

Authorizing Official for the Grantee

_____

Typed name and title

_____

Date

ATTACHMENT A
Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Research and catalogue museum objects and documents	$5,000	$2,500	$0
Conduct historical research related to historical figures that were part of the museum	$5,000	$2,500	$0
Develop, produce and install a minimum of 2 educational audio files to be played in the museum	$5,000	$2,500	$0
Develop, produce and install a minimum of 2 educational video files to be played in the museum	$5,000	$5,000	$0
Develop, produce and install a minimum of five exhibit panels to be displayed in the museum	$5,000	$2,500	$0
Develop educational content: educational app, educational materials	$0	$10,000	$0
Totals	**$25,000**	**$25,000**	**$0**

ATTACHMENT B
FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained

from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
http://www.leg.state.fl.us/

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

1. The Department of State at each of the following addresses:

   Office of Inspector General
   Florida Department of State
   R. A. Gray Building
   500 South Bronough St.
   Tallahassee, FL 32399-0250

2. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   1. The Department of State at each of the following addresses:

      Office of Inspector General
      Florida Department of State
      R. A. Gray Building
      500 South Bronough St.
      Tallahassee, FL 32399-0250

   2. The Auditor General's Office at the following address:

      Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401
      111 West Madison Street
      Tallahassee, Florida 32399-1450

      The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this

agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not Applicable

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCESAWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not Applicable

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Florida Department of State Historic Preservation Grants, CSFA Number 45.031. Award Amount is $25,000.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

RESOLUTION NO. 2021-085

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; and

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

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

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

SECTION 1. The 2020-2021 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of September, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-113-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3200 | DATE PREPARED: 09/01/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 25,000	001-0000-334.70-09	GR2109	Historic Preservation Grant	$ 0	$ 0	$ 25,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 25,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 25,000)	001-3200-515.49-00		Other charges and obligations (Match)	$ 32,423	$ 29,623	$ 4,623	$ 29,088
$ 50,000	001-3200-515.31-16	GR2109	Professional Services Historic Preservation	$ 0	$ 0	$ 50,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 25,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Accept the grant award funds for the State Historic Preservation Grant in the amount of $25,000. The matching funds are budgeted in 001-3200-515-49-00 and are being moved to the Grant Account. To be presented at Council 9-14-21 (Agenda 21-579)

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 09/14/21 *RESOLUTION #:*

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

9/1/21	Charlene Neuterman	Digitally signed by Charlene Neuterman Date: 2021.09.01 14:24:29 -04'00'	9/2/21	Colleen Campbell	Digitally signed by Colleen Campbell Date: 2021.09.03 13:39:45 -04'00'		
Date	Requestor's Signature		Date	Finance Approval Signature		Date	Finance Director's Signature
9/1/21	Charlene Neuterman	Digitally signed by Charlene Neuterman Date: 2021.09.01 14:26:17 -04'00'	9/3/21	Lora Howell	Digitally signed by Lora Howell Date: 2021.09.03 13:46:01 -04'00'		
Date	Department Director's Signature		Date	Deputy Fin. Director's Signature		Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	21-591	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/26/2021			**In control:**	City Council
On agenda:	9/14/2021			**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, 2021 through September 30, 2022 with an estimated premium of $1,107,258 pending approval of the FY2022 budget. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	0105 City of Cocoa CRM_21.22 Mini Renewal.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 3, 2021
Agenda Date: September 14, 2021
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: Stockton Whitten, 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, 2021 through September 30, 2022 with an estimated premium of $1,107,258 pending approval of the FY2022 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, 2021. The Florida League of Cities has submitted a one-year renewal proposal for the same level of coverage, making the total renewal premium $1,107,258. This proposal represents an overall increase of $108,873 (10.6%) based on the FY2020 premium of $998,385.

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 FY2022 renewal is:

General Liability 2021 / 2022 Premium - $482,147
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 2017/2018, 2018/2019, and 2019/2020 fund year losses. (2) The GL is rated by using projected payrolls from the City for the 2020/2021 year. Using both of these factors, the proposal represents a $24,408 increase based on the FY2021 premium of $457,739.

Auto Liability & Physical Damage 2021 / 2022 Premium - $229,927
This proposal represents a $31,728 increase based on the FY2021 premium of $229,927. 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. Driving safety will be a continued focus for the upcoming fiscal year to help reduce liability for the City.

Property Coverage 2020 / 2021 Premium - $363,456
This coverage includes Real & Personal Property, Windstorm/Hail, Equipment and Inland Marine. A significant difference in the increase was due to the new Dr. Joe Lee Smith Community Center which is valued at $4.6 million. This proposal represents a $52,737 or 17% increase based on the FY2021 premium of $310,719. The City currently has approximately $112,000,000 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, 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 10.6%. 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 2022 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 FY22)	Yes
If not budgeted, is amendment/transfer attached?	N/A

All Insurance Account Lines total $ $1,075,607 in the proposed FY22 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 renewal is slightly higher than what was proposed in the initial proposed budget. A budget amendment may be needed during the year.

Account Name	Insurance	
Amount Requested	General Liability	
Account Number	$298,931	001-1600-513.45-00
	$178,394	421-4010-536.45-00
	$4,821	423-3570-538.45-00

Account Name	Insurance	
Amount Requested	Auto Liability/Physical Damage	
Account Number	$117,745	001-1600-513.45-00
	$136,061	421-4010-536.45-00
	$7,850	423-3570-538.45-00

Account Name	Property Insurance	
Amount Requested		
Account Number	$105,402	001-1600-513.45-00
	$258,054	421-4010-536.45-00

PREVIOUS ACTION:

The City Council at its September 23, 2020 meeting, approved a one-year renewal policy with the Florida League of Cities, Inc., for the period October 1, 2020 through September 30, 2021, pending approval of the FY2021 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, 2021 through September 30, 2022 with an estimated premium of $1,107,258 pending approval of the FY2022 budget.

FMIT FLORIDA MUNICIPAL INSURANCE TRUST

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

RENEWAL QUOTE FOR 2021-2022

City of Cocoa

FMIT 0105

Coverage	Deductible	Limit	Premium
General/Professional Liability	$25,000	$2,000,000	$482,147
Automobile Liability	$25,000	$1,000,000	$142,592
Automobile Physical Damage	Per Schedule		$119,063
Property	$25,000	$100,000,000	$363,456

TOTAL FMIT PREMIUM **$1,107,258**

*Includes: Drug Free Credit: Yes
Safety Credit: Yes

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 #:	21-594	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/26/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Approve the 1st Amendment CentralSquare Solutions Agreement to execute the Optional Term 2 of the previously approved CentralSquare Solutions Agreement to provide NaviLine Public Administration applications, Pending the Approval of the FY22 Budget. (Chief Information Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Amendment__1_Superion_LLC Signed.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 26, 2021
Agenda Date: September 14, 2021
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Approve the 1st Amendment CentralSquare Solutions Agreement to execute the Optional Term 2 of the previously approved CentralSquare Solutions Agreement to provide NaviLine Public Administration applications, Pending the Approval of the FY22 Budget.

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 current agreement with CentralSquare Technologies is set to expire on September 30, 2021 and has options for FY2022 and FY2023. By mutual agreement, the City and CentralSquare can renew the agreement upon expiration of this initial term. All terms and conditions within the initial agreement will remain in effect. The City of Cocoa has utilized SunGard Public Sector software since 1994.

The renewal amendment includes a 5% increase of the current monthly access fee. The new fee will be $23,313.08 per month ($279,756.98 per year). The renewal will begin October 1, 2021 and will continue for a period of 1 year with a City option for a third year of service with a 5% access fee increase. The cost for these services is included in each year's Adopted Budget.

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
2022	$279,757	001-1203-516.34-00
2023 (optional)	$293,745	001-1203-516.34-00

PREVIOUS ACTION:

The current CentralSquare Solutions Agreement was approved by the City Council on September 23, 2020.

RECOMMENDED MOTION:

Approve the 1st Amendment CentralSquare Solutions Agreement to execute the Optional Term 2 of the previously approved CentralSquare Solutions Agreement to provide NaviLine Public Administration applications, Pending the Approval of the FY22 Budget.

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

August 4, 2021

Superion, LLC
1000 Business Center Drive
Lake Mary, FL 32746

Attn: Danilo Gargiulo

Reference: CentralSquare Solutions Agreement Renewal

Dear Mr. Gargiulo:

The contract for CentralSquare Solutions Agreement expires on September 30, 2021. The City of Cocoa would like to renew the contract for the 1st of two renewal options available under the contract terms, for an additional 12-month period at the same rates as states in the original contract (copy attached). Please complete the attached 1st Amendment to Purchase Agreement form if, your organization 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 Diane Kozlak, dkozlak@cocoafl.org. Please return the executed Amendment to Purchase Agreement form via email to the email address listed above at your earliest convenience to ensure no disruption in service. We look forward to hearing from you.

Sincerely,

Diane Kozlak
Senior Buyer & Contracts Agent

CC: Robert Beach, MSIT, MBA, CGCIO
Chief Technology Officer

Encls

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City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT

CentralSquare Solutions Agreement

This FIRST Amendment to the purchase agreement for **CentralSquare Application Service Provider Services** is made and entered into as of August 4, 2021 by and between the **City of Cocoa** and **Superion, LLC, 1000 Business Center Drive, Lake Mary, FL 32746.**

The agreement entered into on October 1, 2020, is hereby amended to renew for the 1st of two renewal options available under the original contract documents for twelve (12) additional months, at the same rates, terms, and conditions commencing on October 1, 2021 and terminating on September 30, 2022.

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

SUPERION, LLC.	CITY OF COCOA
By: Dan Maier	By: Michael C. Blake
(Name) Printed	(Name) Printed
CRO	Mayor
(Title)	(Title)
DocuSigned by: Dan Maier E4124F28B4F5410...	
Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Robert Beach, MSIT, MBA, CGCIO, Chief Technology Officer

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CentralSquare Solutions Agreement

This Solutions Agreement ("Agreement") is entered into under the terms and conditions of the **Superion, LLC** Application Service Provider Agreement dated August 22, 2017 ("ASP 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 ASP Agreement shall remain in effect and are incorporated by referenced herein.

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: Danilo Gargiulo	By:
Print Name: Danilo Gargiulo	Print Name: Matthew Fuhrer
Print Title: SVP Business Transformation, PA	Print Title: Interim City Manager
Date Signed: 9/25/2020	Date Signed: 9/23/2020

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.
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

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SUPERION

	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.

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SUPERION

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.

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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.

Legislation Details (With Text)

File #:	21-596	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	8/28/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Approve Addendum #1 to the Master Agreement For Water Meter and Meter Reading Equipment Purchases with Sunstate Meter & Supply, Inc., Approve the Exemption to Competitive Bid Form and authorize the City Manager to approve a Blanket Purchase Order for Sunstate Meter and Supply Inc. up to $1,500,000 and Request Council approval of a Resolution to Waive Competitive Bid with Sunstate Meter and Supply Inc for the purchase of Neptune water meters and other ancillary hardware required to support meter operations for FY22. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Sunstate Master Contract 2020.pdf ECP_Sunstate_$1225000_WFO.pdf Sunstate Sole Source Resolution.pdf Sunstate-Neptune Sole Source Letter.pdf Sunstate_Cover Letter - Neptune Pricing 5-28-20.pdf Sunstate Meter-Neptune Product Price List 5-28-20.pdf Addendum # 1 - Sunstate Meter_Supply.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	September 30, 2020
Agenda Date:	October 13, 2020
Prepared By:	Rebecca Bowman, CGFO, CGFM, Finance Director
Through:	Stockton Whitten, City Manager

Requested Action:
To Approve Addendum #1 to the Master Agreement For Water Meter and Meter Reading Equipment Purchases with Sunstate Meter & Supply, Inc., Approve the Exemption to Competitive Bid Form and authorize the City Manager to approve a Blanket Purchase Order for Sunstate Meter and Supply Inc. up to $1,500,000 and Request Council approval of a Resolution to Waive Competitive Bid with Sunstate Meter and Supply Inc for the purchase of Neptune water meters and other ancillary hardware required to support meter operations for FY22.

BACKGROUND:

The City of Cocoa has purchased Neptune water meters and other ancillary hardware through the

Neptune authorized distributor and reseller, Sunstate Meter and Supply since the early 1990's. Water meters are stocked at the warehouse until the Utilities Department withdraws the necessary hardware at which time it is charged to the appropriate repair and maintenance account.

Replacement of water meters, ancillary equipment and other ancillary hardware is vital to utility water consumption reads and billing that generate revenue for the Utility Fund. The City has standardized the use of Neptune meters and Sunstate Meter and Supply Inc. is the only authorized dealer of Neptune meters in Florida. Staff is requesting approval of a Resolution to Waive Competitive Bid to allow purchases from Sunstate Meter and Supply, Inc. throughout FY22. Other meter and ancillary equipment purchases are done utilizing this Exemption to Competitive Bid on separate purchase orders that do not exceed the City Manager's approval authority.

To reduce the amount of purchase orders required for purchase of meters and ancillary equipment throughout the year, the staff is requesting approval to utilize a Blanket Purchase Order through Sunstate Meter and Supply Inc. for a blanket purchase order amount of up to $1,500,000 for FY22. The expenditures related to the purchase of new meters has increased in recent years as the City has been installing radio read meters only. The meters support the City's ability to transition to an automated meter reading program in the future. The Inventory Warehouse issues the meters to the Water Field Operations Division (WFO) as the meters are needed. WFO budgets for meter replacements each year in the Adopted Budget. Should FY22 purchases under the blanket purchase order exceed the amount requested, a change order to add funds will be presented to City Council for additional purchasing authority. Should the cost of the meters issued to WFO from the Inventory Warehouse exceed WFO's approved budget, a Budget Amendment Form will be either approved by the City Manager if within his approval authority) or be brought to City Council for approval. Through use of a Blanket Purchase Order, larger quantities of meters can be ordered at one time, providing administrative and operational efficiencies.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested
Up to $1,500,000 FY22
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 authorized

distributor and reseller, Sunstate Meter and Supply Inc.

Purchase of the meters from Sunstate Meter and Supply Inc. have been approved by the City Council through use of a piggyback agreement or approval of Exemption to Competitive Purchase in the years subsequent to 1996.

City Council approved a Master Agreement for Water Meter and Meter Reading Equipment Purchase on October 8, 2020 via agenda item # 20-679 for one year through August 16, 2021 with Sole Source Resolution #2020-217.

RECOMMENDED MOTION:

To Approve Addendum #1 to the Master Agreement For Water Meter and Meter Reading Equipment Purchases with Sunstate Meter & Supply, Inc., Approve the Exemption to Competitive Bid Form and authorize the City Manager to approve a Blanket Purchase Order for Sunstate Meter and Supply Inc. up to $1,500,000 and Request Council approval of a Resolution to Waive Competitive Bid with Sunstate Meter and Supply Inc for the purchase of Neptune water meters and other ancillary hardware required to support meter operations for FY22.

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MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

THIS AGREEMENT is made and entered into this **8th** day of **October 2020**, by and between the **CITY OF COCOA, FLORIDA,** a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **SUNSTATE METER & SUPPLY, INC.**, a Florida corporation, whose address is 14001 W Newberry Road, Newberry, FL 32669, hereinafter referred to as "Seller".

WITNESSETH:

WHEREAS, the City desires to engage Seller as a sole-source supplier of utility meters and meter reading equipment with associated software; and

WHEREAS, the City frequently has a need to purchase utility meters and meter reading equipment for its regional water utility, the specifications of which are attached hereto and incorporated by reference herein as **Exhibit A** (generally referred to herein as the "Equipment"), and desires to enter into this Master Agreement ("Agreement") to govern purchases, which will be made on an as-needed basis according to the procedure established herein; and

WHEREAS, Seller has provided a Cost Schedule, attached hereto and incorporated by reference herein as **Exhibit B**, for the Equipment; and

WHEREAS, Seller has further furnished manufacturer's warranty details for the Equipment, which are attached hereto and incorporated by reference herein as **Exhibit C** (generally referred to herein as the "Warranty" or "Warranties"); and

WHEREAS, Seller is willing to provide such services to the City under the terms and conditions stated herein and particularly agrees to honor the Equipment pricing provided in the Cost Schedule for the applicable term of this Agreement;

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, TERMINATION, AND DEFINITIONS

1.1 Unless sooner terminated by the City, this Agreement shall terminate on August 16, 2021. The Parties shall have the option to extend the term of this Agreement by mutual agreement for up to three additional one-year renewals. Such an extension shall only be by written amendment to this Agreement. Seller agrees that, should the Seller and City agree to extend this Agreement, the contract price may be adjusted to allow for consumer price increases based on the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U) (U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base), not

to exceed three percent (3%). Said increase shall, if approved by the City, become effective beginning with any purchase order issued after the commencement of the new renewal term.

1.2 The terms and conditions of any Purchase Order, as described in Section 2.0 hereof, shall be as set forth in such Purchase Order. Any Purchase Order in effect at the termination of this Agreement shall remain in effect until completion of said Purchase Order, and all of the terms and conditions of this Agreement shall survive until completion of all Purchase 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 amended from time to time, which shall constitute authorization for the Seller to sell the goods approved in the Purchase Order to the City and is also sometimes referred to herein to include all Purchase 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. "Seller" shall mean Sunstate Meter & Supply, Inc., a Florida corporation, and its principals, employees, resident project representatives (and assistants).

d. "Purchase Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in the Purchase Order, which sets forth the goods or equipment to be sold by Seller 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 Seller and Seller agrees to sell the types of equipment outlined in this Agreement, specifically Exhibit A (the "Equipment"), upon the terms listed in this Agreement, including the Cost Schedule attached hereto as Exhibit B and with the warranties described in Exhibit C, and in accordance with any subsequent Purchase Order. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

1.5 This Agreement may be terminated by the City in whole or in part at any time upon thirty (30) days' written notice to the Seller for any reason. This Agreement may be terminated by the Seller only by mutual consent of the parties.

2.0 DESCRIPTION OF SERVICES; QUOTE PROCEDURE

2.1 The City may make request of Seller to sell Equipment on a "purchase order" basis. When the City desires to place a specific order for Equipment, the City may communicate with Seller, verbally or in writing, a general description of the Equipment needed. The Seller will generate a detailed bid or quote document, including the schedule for delivery and price, and send the thus developed "Quote" to the City. For every Quote requested, at a minimum, Seller shall include a price for the Equipment that is no greater than the price included in its Cost Schedule included as Exhibit B. The City will review the Quote, and if the description is mutually acceptable, the City will issue a Purchase Order or, for purchases less than $1,500.00 or as otherwise provided in the City' Financial Operations Manual policy, may use a purchase card to made the purchase. The Purchase Order will contain terms which are deemed supplemental to this Agreement. Upon receipt of the signed Purchase Order or payment via purchase card, the Seller shall deliver the Equipment ordered therein.

2.2 The City shall have no obligation to purchase Equipment from Seller during the term of this Agreement. The need to purchase Equipment shall be determined in the City's sole discretion. Further, the City shall have no obligation to purchase any particular quantity of Equipment in any Purchase Order or for the duration of this Agreement. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period.

2.3 In exchange for applying the prices contained in the Cost Schedule, the City will consider Seller a preferred vendor and may often request Quotes from Seller for the categories of equipment listed in the Cost Schedule.

3.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF SELLER.

3.1 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

3.2 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 Seller shall remain liable to the City in accordance with applicable law for all damages to the City caused by Seller's performance under this Agreement.

3.3 Acceptance of Payment. Acceptance of final payment by the Seller for a specific Purchase Order shall constitute a release of all claims for payment which the Seller may have against the City for that Purchase Order unless such claims are specifically reserved in writing and

transmitted to the City by the Seller prior to its acceptance. Said final payment shall not,

however, be a bar to any claims that the City may have against the Seller or to any remedies the City may pursue with respect to such claims.

4.0 COMPLIANCE WITH LAWS AND REGULATIONS

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

5.0 ASSIGNMENT

5.1 Seller shall not assign or subcontract this Agreement, any Purchase Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

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

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

6.0 INDEPENDENT CONTRACTOR

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

7.0 NO JOINT VENTURE

7.1 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.

8.0 ATTORNEY'S FEES

8.1 Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees.

9.0 COUNTERPARTS

9.1 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.

10.0 DRAFTING

10.1 City and Seller 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.

11.0 NOTICE

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

For Seller:
Sunstate Meter and Supply Inc
14001 West Newberry Road
Newberry, FL 32669

For City:
City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

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

11.3 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.

12.0 SOVEREIGN IMMUNITY

12.1 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. Seller 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.

13.0 CORPORATE REPRESENTATIONS BY SELLER

13.1 Seller hereby represents and warrants to the City that the undersigned representative of Seller has the power, authority, and legal right to execute and deliver this Agreement on behalf of Seller.

14.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

14.1 For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller expresses its willingness to enter into this Agreement with the knowledge that the Seller'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 Seller to the City's complete satisfaction, and in no case shall exceed the amount provided in article 12.1 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.

14.2 Seller shall fully indemnify, defend and hold City harmless from and against any and all losses, damages, costs and expenses, and attorney's fees, that City incurs because of any and all

claims that use of Equipment infringes upon (i) any United States copyright or (ii) any trade

secret or other proprietary right of any Person (collectively, "**IP Rights**"). Seller shall have no

obligation under this Section 14.2 unless City promptly gives notice to Seller within ten (10) days after the date City first receives notice of the applicable infringement claim (provided that later notice shall relieve Seller of its liability and obligations under this Section 14.2 only to the extent that Seller is prejudiced by such later notice) and allows Seller to have sole and reasonable control of the defense or settlement of the claim. City may monitor any such litigation or proceeding at its expense, using counsel of its choosing. If any Equipment is, or in Seller's opinion becomes or is likely to become the subject of a United States IP Rights infringement claim, then Seller, at its sole option and expense, shall provide the City, 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 Equipment so that it is no longer allegedly infringing, provided that the functionality does not change in any material adverse respect; or

(b) procure for City the right to continue using the allegedly infringing part of the Equipment; or

(c) remove all or the allegedly infringing part of the Equipment, and (i) if City has paid a one-time upfront initial fee for the applicable Equipment, refund to City the corresponding portion of the fee paid by City to Seller for the applicable part of the Equipment, or (ii) if City is paying for the use of the Equipment on a recurring basis, refund to City the corresponding portion of the unused recurring fee(s) paid by City to Seller with respect to the applicable part of the Equipment, and in each such case this Agreement shall terminate with respect to the Equipment or part thereof removed.

14.3 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, Seller shall indemnify and hold harmless the City 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 Seller, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the City is legally liable for such damages and costs. For purposes of this indemnification only, this includes claims made by the employees of Seller against the City, and Seller 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 Seller to defend at its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its mayor, councilmembers, officers, employees, attorneys, agents and representatives which may arise or result from this Agreement. 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 this indemnification provided herein.

15.0 ADDITIONAL ASSURANCES

15.1 The Seller for itself and its SubSellers, if any, certifies that:

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

b. No principal (which includes officers, directors, or executive) or individual holding a performing 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.

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

16.0 WARRANTIES

16.1 Seller hereby assigns to the City, effective as of the delivery date of each and every respective piece of Equipment, including third-party software, any and all existing assignable warranties, service policies, indemnities, and patent indemnities or other rights, remedies or claims against the manufacturer of the Equipment, specifically including, but not limited to, the warranties, systems compatibility representations, and performance standards contained in the Equipment specifications of Exhibit A and the warranty sheets attached hereto as Exhibit C. The Seller will, upon request by the City and at Seller's sole expense, cooperate with the City in the enforcement of any benefit provided in any such warranties, service policies, indemnities, and patent indemnities. To the extent that such rights are not assignable, the City is hereby subrogated to all such rights of Seller.

16.2 Seller warrants to the City that Seller has the right to grant the City the right to use all third-party software and that Seller is an authorized distributor of the Equipment.

17.0 THIRD-PARTY SOFTWARE

17.1 All third-party software shall conform to published specifications and written representations of the manufacturer. Seller hereby agrees that Seller shall ensure all new releases and fixes for third-party software shall be promptly provided to the City at no additional charge

.

18.0 METER READING SYSTEM SOFTWARE

18.1 All meter reading system software shall conform to published specifications and written representations of the manufacturer. Seller hereby agrees that Seller shall ensure that all hosted software updates and patches for meter reading software will be provided to the City at no additional charge during the term of each subscription agreement and that Seller shall provide customer support as described in the subscription agreement. In addition, the Seller shall endeavor to notify the City in advance of all suspensions in the meter reading system software service and to carry out necessary maintenance and upgrades outside of normal business hours. Interruptions to existing service can range in priority from urgent to low depending on the impact to the City. Incident priorities are defined as the following:

Priority Level	Impact	Description
1	Urgent	An Incident that (a) results in loss of City connectivity to all of the meter reading system software or (b) results in loss, corruption or damage to City's data.
2	Critical	An Incident that has an adverse material impact on the performance of the meter reading system software or materially restricts City's use of the software as part of City's day-to-day operations.
3	Non-Critical	An Incident that does not result in a failure of the meter reading system software, but a fault exists in the meter reading system software that restricts City's use of the same.
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the meter reading system software.

Seller will make commercially reasonable efforts to respond to meter reading system software incidents using the following guidelines:

Priority Level	Performance Target	Minimum Performance % Goal
Priority 1 (Urgent)	Seller will respond within 1 hour of the issue being reported.	95%
Priority 2 (Critical)	Seller will respond within 2 hours of the issue being reported.	95%
Priority 3 (Non-Critical)	Seller will respond within 4 hours of the issue being reported.	95%
Priority 4 (Minor)	Seller will respond within 24 hours of the issue being reported.	95%

The City may escalate any incidents to Utilities Department Director or Seller's Superintendent.

Further, if the City experiences service suspensions, interruptions or outages, excluding scheduled maintenance, that results in the service level uptime falling below 99% for three months in any rolling 12-month period (the ***"Uptime Commitment"***), then the City may immediately terminate this Agreement, part thereof, or a subscription agreement, in which case Seller will refund any prepaid, unearned annual subscription fees.

18.2 Meter reading system software will be provided to the City per an annual subscription agreement. Manufacturer will provide correct file transfer layout to City and/or City's Utility Billing Software provider at no charge to provide correct meter reading system software data transfer to City's utility billing software. Meter Reading System Software will provide full functionality and reporting for all the manufacturer's AMR and AMI systems.

19.0 INSURANCE

19.1 During the term of this Agreement, Seller shall be responsible for providing and maintaining the types of insurance and limits per claim as set forth below:

(a) Seller 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 Seller or by anyone directly employed by or contracting with Seller.

(b) Seller 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 City pursuant to this Agreement.

(c) Seller 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 Seller 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 Seller or by anyone directly or indirectly employed by the Seller.

19.2 During the term of this Agreement, current certificates of insurance shall be provided and kept on file with the City. A copy of a current Certificate of Insurance shall be provided to the City by Seller upon the Effective Date of this Agreement which satisfied the insurance requirements of this Paragraph 19.1. Renewal certificates shall be sent to the City 30 days prior to any expiration date. There shall also be a 30-day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation liability policies**

[SIGNATURE PAGE TO FOLLOW]

MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

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 *

By: _____

Print Name/Title: _____

Date: _____

SELLER:

By: Keith Ellenburg

Print Name/Title: Keith Ellenburg

Date: 10-8-2020

President / Sunstate Meter and Supply Inc.

ATTEST:

By: _____
City Clerk

THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.

MASTER AGREEMENT FOR
WATER METER AND METER READING
EQUIPMENT PURCHASES

EXHIBIT A
EQUIPMENT PRODUCT SHEETS

PRODUCT SHEET

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

High Performance Turbine Meter



Neptune® High Performance (HP) Turbine water meters offer some of the widest flow ranges of any turbine meters on the market.

All HP Turbine water meters meet or exceed the latest performance and accuracy requirements of AWWA C701 and maximum continuous flow rates may be exceeded by as much as 25% for intermittent periods.

Construction

Each HP Turbine consists of a rugged, lead free, high-copper alloy maincase, an AWWA Class II turbine measuring element, and a roll-sealed register. The maincase is corrosion-resistant, lightweight, and compact. Inlet and outlet connections are flanged. Strainers are available to prevent debris from entering the meter and to reduce the effects of uneven water flow due to upstream piping variations.

The unitized measuring element (UME) allows for quick, easy, in-line interchangeability. Water volume is measured accurately at all flows by a specially-designed assembly. The hydrodynamically-balanced, thrust-compensated rotor relieves pressure on the thrust bearings to minimize wear and provide sustained accuracy over an extended operating life. Direct coupling of the rotor to the gear train eliminates revenue loss due to slippage during fast starts and line surges. A calibration vane allows in-field calibration of the UME to lengthen service life and to ensure accurate registration.

The roll-sealed register eliminates leaking and fogging. A magnetic drive couples the register with the measuring element.

Application

The HP Turbine water meter is designed for applications where flow rates are consistently moderate to high.

Systems Compatibility

Adaptability to all present and future systems for flexibility.

Warranty

Neptune provides a limited warranty with respect to its HP Turbine water meters for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by in-line replacement of major components.

KEY FEATURES

Roll-Sealed Register

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register design with flat glass for readability
- 1:1 ratio, low-flow indicator identifies leaks
- Bayonet mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

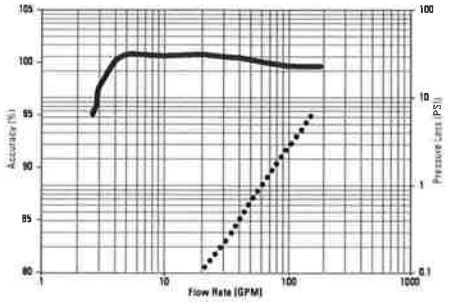
Lead Free Maincase

- Made from lead free, high-copper alloy
- NSF/ANSI 61 and 372 certified
- Compact design is lightweight and easy to handle
- Sturdy, durable, corrosion-resistant
- Resists internal pressure stresses and external damage
- Residual value

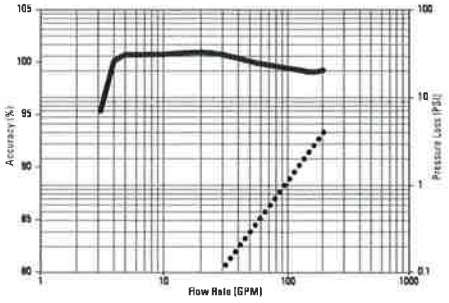
Turbine Measuring Element

- Excellent low-flow sensitivity and wide flow ranges available at 98.5% - 101.5% accuracy
- Direct coupling of rotor to gear train prevents slippage and ensures accurate registration
- Interchangeable measuring element allows for in-line service
- Hydrodynamically-balanced rotor
- Reusable O-ring gasket on 3" - 10" sizes

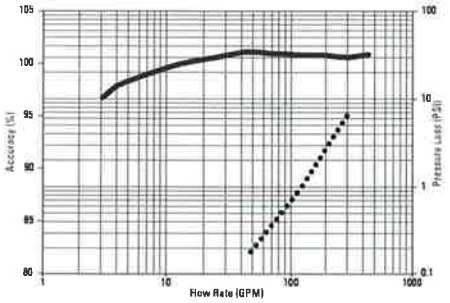
1½" Accuracy



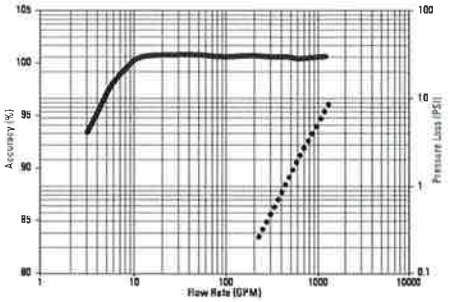
2" Accuracy



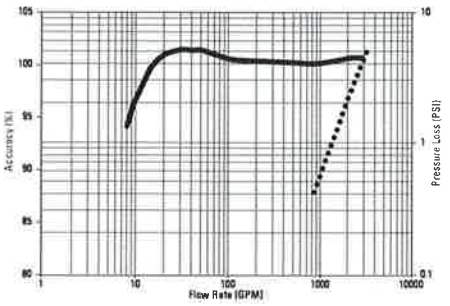
3" Accuracy



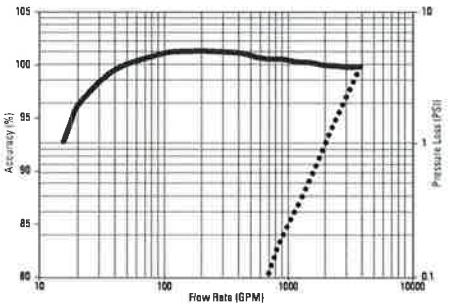
4" Accuracy



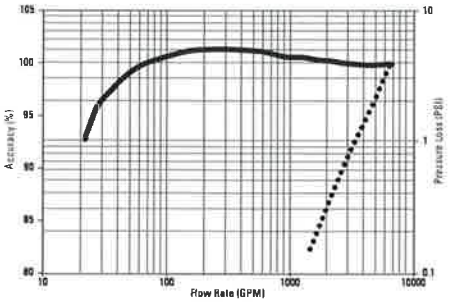
6" Accuracy



8" Accuracy



10" Accuracy



Accuracy

Head Loss

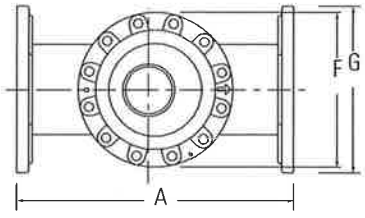
These charts show typical meter performance. Individual results may vary.

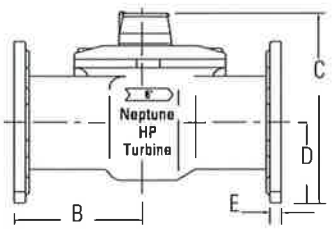
Operating Characteristics

Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	Maximum Intermittent Flow	AWWA Standard
1½"	4 to 160 US gpm 0.91 to 36.3 m³/h	200 US gpm 45.4 m³/h	4 to 120 US gpm 0.91 to 27.3 m³/h
2"	4 to 200 US gpm 0.91 to 45.4 m³/h	250 US gpm 56.8 m³/h	4 to 190 US gpm 0.91 to 43.2 m³/h
3"	5 to 450 US gpm 1.14 to 102.2 m³/h	560 US gpm 127.2 m³/h	8 to 435 US gpm 1.8 to 98.8 m³/h
4"	10 to 1200 US gpm 2.27 to 272.5 m³/h	1500 US gpm 340.7 m³/h	15 to 750 US gpm 3.4 to 170.3 m³/h
6"	20 to 2500 US gpm 4.55 to 567.8 m³/h	3100 US gpm 704.1 m³/h	30 to 1350 US gpm 6.8 to 306.6 m³/h
8"	35 to 4000 US gpm 7.95 to 908.5 m³/h	5000 US gpm 1135.6 m³/h	50 to 2800 US gpm 11.4 to 635.9 m³/h
10"	50 to 6500 US gpm 11.36 to 1476.3 m³/h	8000 US gpm 1817 m³/h	75 to 4200 US gpm 17.0 to 953.9 m³/h

Dimensions

Meter Size	A	B	C-STD	C-ProRead™	C-E-CODER®)R900*i*™ and E-CODER®)R450*i*™	D	E	F	G	Weight
	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	in (mm)	lbs (kg)
1½"	10 (254)	6 1/2 (165)	7 1/8 (181)	7 9/16 (192)	7 3/4 (197)	1 3/4 (44)	3/4 (19)	4 1/2 (114)	5 3/8 (137)	19 (8.6)
2"	10 (254)	6 1/2 (165)	7 5/8 (194)	8 1/16 (204.8)	8 1/4 (210)	2 1/8 (54)	13/16 (21)	4 1/2 (114)	5 3/8 (137)	20 (9.1)
3"	12 (305)	6 (152)	10 (254)	10 7/16 (265.1)	10 5/8 (270)	3 3/4 (95)	5/8 (16)	6 1/4 (159)	7 1/2 (191)	40 (18.1)
4"	14 (356)	6 1/2 (165)	10 7/8 (276)	11 5/16 (287.3)	11 1/2 (292)	4 1/2 (114)	3/4 (19)	8 1/8 (206)	9 (229)	52 (23.6)
6"	18 (457)	8 5/8 (219)	13 (330)	13 7/16 (341.3)	13 5/8 (346)	5 1/2 (140)	1 (25)	10 1/4 (260)	11 (279)	115 (52.2)
8"	20 (508)	9 5/8 (244)	15 1/2 (394)	15 15/16 (404.8)	16 1/8 (409)	6 3/4 (171)	1 1/8 (29)	10 1/4 (260)	13 1/2 (343)	195 (88.4)
10"	26 (660)	12 5/8 (321)	15 1/2 (394)	15 15/16 (404.8)	16 1/8 (409)	8 (203)	1 1/4 (32)	10 1/4 (260)	16 (406)	275 (124.7)





Specifications

Application:

- Cold water measurement of flow in one direction

Maximum operating pressure:

- 175 psi (1206 kPa)

Maximum operating temperature:

- 80°F

Register:

- Direct reading, center-sweep, roll-sealed, magnetic drive with low-flow indicator

Measuring element:

- AWWA Class II Turbine, hydrodynamically-balanced rotor

Guaranteed Systems Compatibility

All HP Turbine water meters are guaranteed adaptable to our ARB® V, ProRead™ (ARB VI), ProCoder™, E-CODER®, E-CODER®)R900*i*™, E-CODER®)R450*i*™,E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

Options

Sizes:

- 1½", 2", 3", 4", 6", 8", 10"

Units of measure:

- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types:

- Remote reading systems*: ARB V, ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3

** Consult factory for meter performance specifications when fitted with ARB.*

- Reclaim

Companion flanges:

- 1½" and 2" (oval): bronze
- 3", 4", 6": bronze or cast iron
- 8" and 10": cast iron

Strainer:

- 1½"- 6" NSF/ANSI 61 lead free high copper alloy
- 1½"-10" NSF/ANSI 61 lead free Rilsan® nylon-coated ductile iron

Registration

Registration (per sweep hand revolution)		
	1½", 2", 3", 4"	6", 8", 10"
1,000 US Gallons		✓
1,000 Imperial Gallons		✓
100 US Gallons	✓	
100 Imperial Gallons	✓	
100 Cubic Feet		✓
10 Cubic Feet	✓	
10 Cubic Metres		✓
1 Cubic Metre	✓	

Register Capacity (6-wheel odometer)		
	1½", 2", 3", 4"	6", 8", 10"
1,000,000,000 US Gallons		✓
1,000,000,000 Imperial Gallons		✓
100,000,000 US Gallons	✓	
100,000,000 Imperial Gallons	✓	
100,000,000 Cubic Feet		✓
10,000,000 Cubic Feet	✓	
10,000,000 Cubic Metres		✓
1,000,000 Cubic Metres	✓	

NEPTUNE TECHNOLOGY GROUP

#winyourday
neptunetg.com

Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

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ARB® UTILITY MANAGEMENT SYSTEMS™

NEPTUNE TECHNOLOGY GROUP

MACH 10® ULTRASONIC METER

Sizes: 1½" and 2"



The MACH 10® is Neptune's newest water meter that offers solid state metrology with a rugged, lead free bronze maincase. The MACH 10 was designed to have the look and feel of a traditional water meter to help eliminate new technology concerns of your customers. Engineered to fit into even the smallest residential meter boxes, the MACH 10 fits the bill for all meter applications.

MAXIMIZE REVENUE

The extended low-flow accuracy of the MACH 10 allows you to catch virtually every drop used by your customers. Maintaining this level of meter performance over the life of the meter will maximize your utility's revenue stream from your metering program. The MACH 10 features no moving parts. Because there are no internal parts that can wear over time, there is no opportunity for accuracy loss over the life of the meter (flat accuracy curve).

No wear = No accuracy loss = Maximum revenue dollars

NO MAINTENANCE REQUIRED

Imagine having a residential meter with no moving parts and a 20-year battery life. Is that really possible? The answer is Yes, the MACH 10.

No moving parts = No wear + 20 year battery = Maintenance-free for life

SOLID STATE METROLOGY WITH SOLID BRONZE MAINCASE

With the MACH 10, there is no concern over breaking plastic meter spuds or cross-threading of plastic threads. Neptune believes that if a meter is capable of providing sustained accuracy over its life, the maincase should be designed to last the meter's lifetime as well. This is why we designed the MACH 10 solid state meter with a solid bronze maincase. The corrosion-resistant, lead-free, high-copper alloy maincase is built to withstand demanding service conditions; internal water pressure, rough handling during installation, and in-line piping stresses.

Field-proven NSF 61/ANSI bronze maincase = Confidence = No stranded assets

OPERATIONAL EFFICIENCY

The MACH 10®)R900*i*™ combines all the best features of the MACH 10 with seamless integration of the R900® radio to provide the best in operational efficiency. The MACH 10)R900*i* makes installation easier, faster, and less costly by eliminating field programming and removing external wires. It also gives you the ability to remove migration barriers without installing new endpoints as you move from walk-by to mobile to fixed network at your own pace. Reduce your non-revenue water with timely, accurate data and detect leaks faster to avoid surprises for you and your customer by deploying the MACH 10)R900*i* in your system.

KEY BENEFITS

- Extended low-flow range and accuracy
- No maintenance and accuracy sustained over meter life
- Regulatory compliance – peace of mind
- Health and asset protection with the highest lead free legislation compliance
- Supports Water Conservation
  - Provides leak history/diagnostics
  - Enables proactive leak notification
  - On-site customer event troubleshooting tools
- Increased operational efficiencies
  - Work order reduction for high water bill inquiries
  - Drought management
  - Reduction of water loss through proactive notification of water leaks
- Tamper management
  - Identification and prioritization of potential tamper situations

KEY FEATURES

- Advanced ultrasonic technology
- No moving parts
- NSF/ANSI 61 approved meter – lead free bronze maincase
- 20-year battery life
- "Absolute" 9-digit meter reading on display
- 8-digit remote meter reading
- Long-life lithium thionyl-chloride batteries
- Single design for pit and inside set applications
- IP68-certified for moisture protection
- True point-of-use leak detection*
- Tamper detection*
- Reverse flow detection*
- LCD leak indicators
- Directional flow indicator
- Rate of flow on LCD display
- Data logging**
- Optional integrated R900 or R450™ radio

** When connected to Neptune R900® R450™ or CMIU™.*

*** When connected to R900v4 or newer version.*

OPERATING CHARACTERISTICS

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Safe Maximum Operating Capacity	Extended Low Flow Accuracy (+/- 3.0%)
1½"	0.80 to 125 U.S. gpm	125 U.S. gpm	0.30 U.S. gpm
2"	1.50 to 160 U.S. gpm	160 U.S. gpm	0.50 U.S. gpm

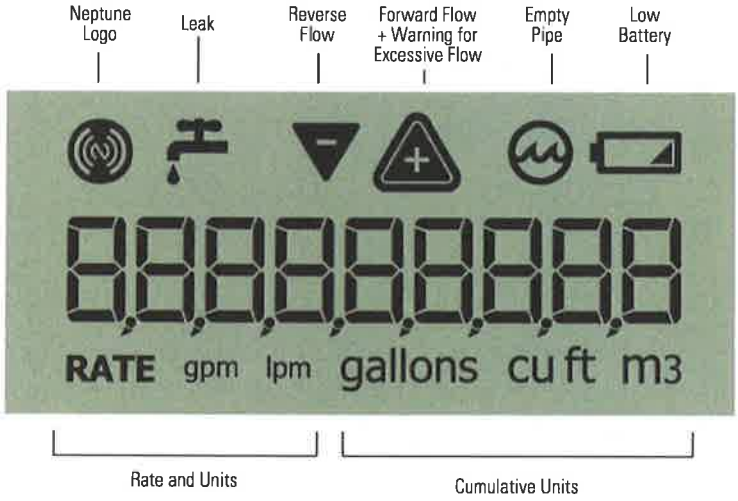
DIMENSIONS

METER SIZE	LENGTH (L)		HEIGHT (H)		FLANGES
	IN	MM	IN	MM	
1½"	10", 13"	254, 330	6 7/32	158	OVAL
2"	10", 15.25", 17"	254, 387, 432	6 11/32	163.5	OVAL

REGISTRATION

High Resolution (8-digit reading)		1½"	2"
1	U.S. Gallons	√	√
1	Imperial Gallons	√	√
0.1	Cubic Feet	√	√
0.01	Cubic Meters	√	√

LCD DISPLAY



SPECIFICATIONS

AWWA C750 compliant

AWWA C700, C701 performance compliant

NSF/ANSI 61 certified

Application: Cold water measurement of flow in potable, combination potable-and-fire service, and reclaim/secondary water applications.

Maximum operating water pressure: 175 psi

Operating water temperature range: +33°F to +122°F (+0.5°C to +50°C)

OPTIONS

Sizes:
- 1½"
- 2"

Units of measure: U.S. gallons, Imperial gallons, cubic feet, cubic meters

Meter options:
- Potable/fire service (combo or standalone meter service lines)
- Reclaim water

Environmental conditions:
- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

WARRANTY

Neptune provides a limited warranty with respect to its MACH 10 line of ultrasonic meters for performance, materials, and workmanship.

AMR/AMI SYSTEM COMPATIBILITY

All MACH 10 ultrasonic meters provide ProRead™, E-CODER® 8-digit, and E-CoderPLUS protocols to interface with Neptune and third-party AMR/AMI meter reading systems.

Neptune Technology Group Inc.
1600 Alabama Highway 229
Tallassee, AL 36078
USA
Tel: (800) 633-8754
Fax: (334) 283-7293

Neptune Technology Group (Canada) Ltd
7275 West Credit Avenue
Mississauga, Ontario
L5N 5M9
Canada
Tel: (905) 858-4211
Fax: (905) 858-0428

Neptune Technology Group Inc.
Avenida Ejercito Nacional No 418
Piso 12, Despacho 1203
Colonia Polanco V Sección
C.P. 11560
Delegación, Miguel Hidalgo
Mexico D.F.
Tel: (525) 5203-4032 / (525) 5203-6204
(525) 5203-5294
Fax: (525) 5203-6503

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Neptune engages in ongoing research and development to improve and enhance its products. Therefore, Neptune reserves the right to change product or system specifications without notice.

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Neptune® 360™
Data Management Platform

A Product of Neptune Technology Group

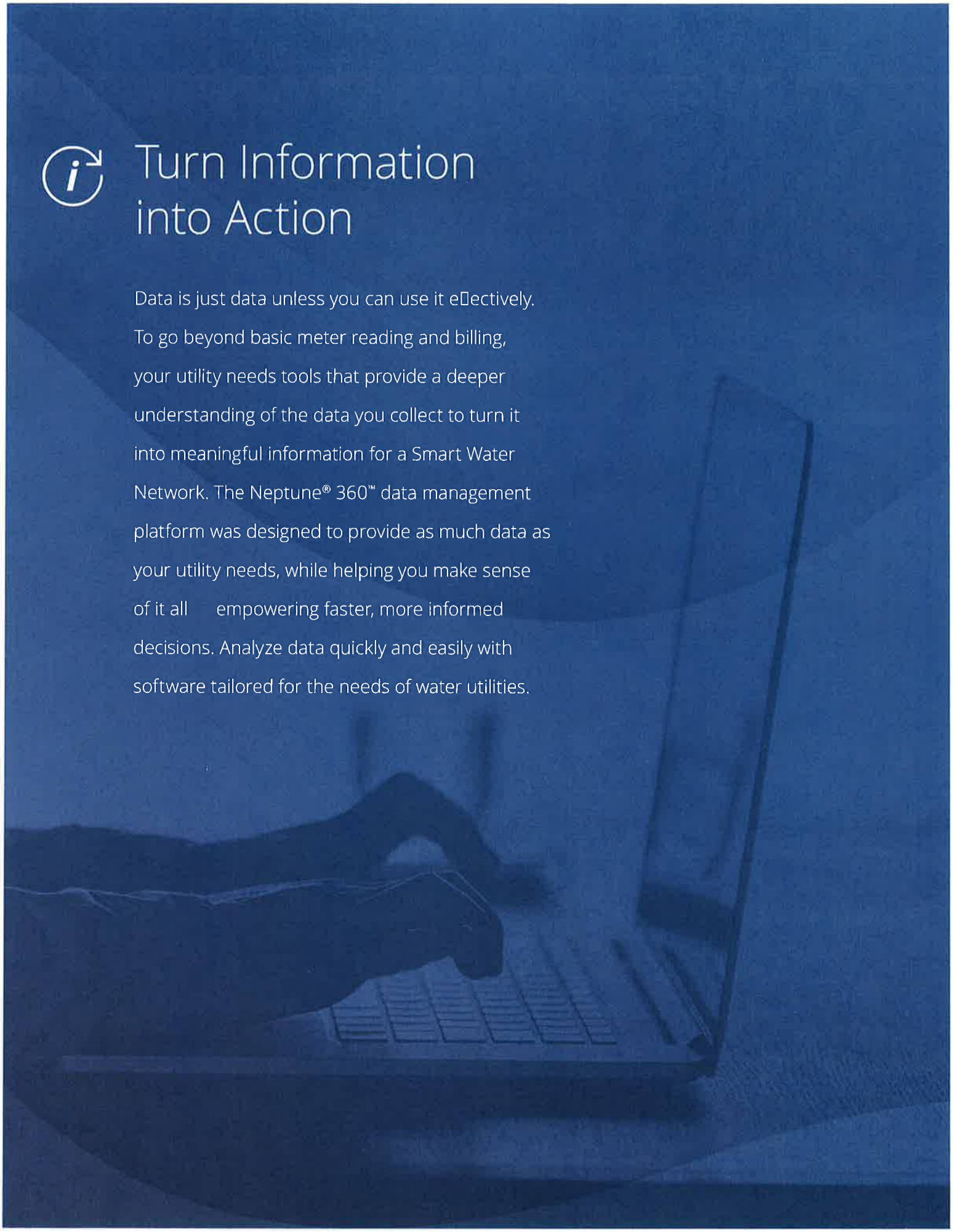


NEPTUNE
TECHNOLOGY GROUP

#winyourday

Turn Information into Action

Data is just data unless you can use it e□ectively. To go beyond basic meter reading and billing, your utility needs tools that provide a deeper understanding of the data you collect to turn it into meaningful information for a Smart Water Network. The Neptune® 360™ data management platform was designed to provide as much data as your utility needs, while helping you make sense of it all empowering faster, more informed decisions. Analyze data quickly and easily with software tailored for the needs of water utilities.



Putting Your Data in View

Having the data is one thing, seeing the data and making sense of it is another. Neptune 360 delivers an intuitive, user-friendly design, making the data clear and easy to interpret. Examining your entire AMI network using system-wide Key Performance Indicators and geographical views assists with identifying areas of concern and finding ways to maximize operational efficiencies.

Quickly access a dashboard view of your largest water consumers, providing you with information needed to take action. Analysis of individual trends and usage patterns helps resolve customer service calls with confidence. Detailed reporting of consumption activity, potential leaks, and reverse flow will keep you ahead of issues that could impact your utility's revenue.





Lift Your IT Burden with a Cloud-Based Solution

Boost utility efficiency with Neptune 360 delivered as a service. No longer install servers or perform upgrades. All that is needed is an Internet browser. Just log on to access anywhere at any time.

A True Sense of Security

Ease your security concerns and stay focused on the business of water. Continuously-monitored Neptune 360 operates from a world-class data center, providing the highest level of security, redundancy, and disaster recovery services.

Share Information Across the Smart Water Network

Your management, maintenance, customer service, water quality, and other departments all need fast, easy access to information. Share and leverage actionable data captured by Neptune 360, empowering collaboration and helping predict impacts on your utility. The platform seamlessly integrates meter data, event data, and alerts directly with third party work order systems, customer portals, hydraulic modeling applications, and other systems through Application Programming Interfaces (APIs).



An Application that Grows as You Grow

From mobile meter reading today, to moving to an AMI network tomorrow, the same software platform is utilized. Apply trend analysis in rate structure planning and usage initiatives. The modular-based platform makes it easy to turn on new features as your needs evolve, bringing you critical data to proactively plan for tomorrow.

Trust the Data

Data accuracy and dependability matter. By implementing the highest-level architecture, Neptune ensures data integrity with processes and tools to maintain quality from the meter to the platform as part of routine business operation.

NEPTUNE 360

Analyze and share meaningful data with a platform that empowers utilities. Actionable insights help you achieve your goals and objectives.



METERS MATTER

Stream critical actionable data right into Neptune® 360™.

WALK-BY DATA

Sync collected data easily.





FUTURE PROOF AMI

Connect AMI network data.

BRING YOUR OWN DEVICE

Eliminate specialized devices and communicate efficiently.



MOBILE

Incorporate mobile data collection.







THIRD PARTY SOFTWARE

Link data with third party applications (such as CIS and ESRI).



CUSTOMER RELATIONSHIPS

Streamline utility data management and provide exceptional customer service.

+ ACT QUICKLY
+ PLAN FOR THE FUTURE
+ MANAGE GROWTH



Neptune® 360™ Benefits

- Neptune-managed system with no installation required
- Cloud-based solution in a world-class data center with the highest level of security and disaster recovery/redundancy
- 24/7 software system monitoring
- Retain data ownership in a system designed exclusively for water utilities
- Integrate and access Data Analytics across departments — helping your utility achieve goals and objectives
- Identify potential leaks, excessive consumption, and reverse flow to proactively resolve issues faster
- Migrate easily from mobile to fixed network
- Aid Non-Revenue Water reduction, conservation, and rate planning
- A single platform across devices that can be accessed anywhere at any time

Specifications

Neptune 360

- Google Chrome and Microsoft Edge web browsers supported
- When using touch screen monitors, Neptune recommends Microsoft Edge web browser for optimal viewing and performance

Neptune 360 Mobile

- Neptune 360 Mobile supports Android, iPhone, and iPad devices running the following operating systems:
  - Android: 5.1.X Lollipop, 6.0.X Marshmallow, 7.0.X Nougat, 7.1.X Nougat, 8.1.X Oreo
  - iOS: 10.3.1 and higher, 11

Bring Your Own Device to Field Operations

Save money and time with Neptune 360 Mobile — use your utility's existing Android or iOS cell phones or tablet devices to perform meter reading. Pair with an R900® Belt Clip Transceiver or MRX920™ Mobile Data Collector and expand your field device options when performing re-reads, reading monthly routes or even responding to high water bill complaints.



96

days of hourly historical consumption

Neptune 360 Mobile provides direct communication via wireless from the field without the need to bring your mobile device back into the office, yielding data on demand for more efficient customer service. Other application capabilities include RF Test, Off-Cycle Read, and Data Log to capture 96 days of hourly historical consumption — addressing customer issues faster.

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Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

PRODUCT SHEET

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

R900® Gateway v4 Fixed Network Data Collector



Streamline Measurement and Boost E□ ciency

Maximize the efficiency of your workforce – not only by automating meter reading but also by freeing up time for other tasks. Like the other components of Neptune's R900® System, the R900® Gateway fixed network data collector is designed for quick installation, ease of use, and flexibility. The R900 Gateway collects metering data as well as daily leak, reverse flow, and days of no flow alerts from all E-CODER®-equipped meters. The R900 Gateway's software-defined radio technology can process eight (8) meter readings simultaneously and gather 360 readings per second – optimizing your fixed network with high throughput reading performance; especially in high-density R900® deployments. The data you collect is accurate, timely, and simple to share with other departments – so you can turn it into meaningful information that will help identify hidden causes of loss and optimize efficiency.

Migrate Backward and Forward With Total Con□dence

Get the most value from your current assets, both infrastructure and workforce, through Neptune® systems that allow you to migrate at your own pace from mobile automatic meter reading (AMR) to advanced metering infrastructure (AMI). Providing fixed network functionality, the R900 Gateway is easily integrated into the system with mobile methods of reading your existing R900 endpoints, so that you can choose the technology you need, where you need it – without a need for special programming or reprogramming of MIUs. The R900 Gateway supports the R900 System's 1 Watt fixed network message from endpoints, reducing infrastructure costs.

Resolve Customer Issues Proactively with Detailed Data

The R900 Gateway gives your utility simplified access to information that will help you identify and resolve water-related issues quickly and easily. You'll be able to track detailed hourly water consumption for individual accounts and receive alerts that will help you proactively improve service to your customers. Save them – and your utility – time and money, and inform customers of excessive water usage to head off high bill complaints, reduce delinquent payments, and eliminate write-offs.

KEY BENEFITS

Facilitates Migration to AMI

- Supports the 1 Watt fixed network message from R900 endpoints, reducing infrastructure costs
- Migrate at your own pace – your system can be read by any combination of mobile and fixed that you choose
- No reprogramming of endpoints required to migrate to fixed network reading

Simple Access to Powerful Data

- On-demand read capability – obtain a reading whenever you need it
- Daily leak, reverse flow, and days of no flow alerts from E-CODER-equipped meters

Improves Meter Reading E□ ciency

- Software-defined radio (SDR) technology capable of processing eight (8) readings simultaneously
- Optimal performance in high-density R900 environments – capable of 360 readings per second

No Stranded Assets

- Maintains compatibility with existing R900s deployed
- Utilizing the power of our software-defined radio technology, all existing R900 Gateway v3 units can be easily updated to obtain R900 Gateway v4 functionality

Specifications

Receiver

- 910-920 MHz
- 50 channels
- Processes 8 readings simultaneously
- Processes 360 readings per second
- Capable of handling up to 25,000 R900s

Installation Options

- Rooftop
- Pole (2" – 16" diameter)
- Wall
- Water towers
- Street lights

Power Supplies

- 100-140 VAC
- 150W Solar
- 220W Solar

Battery Backup

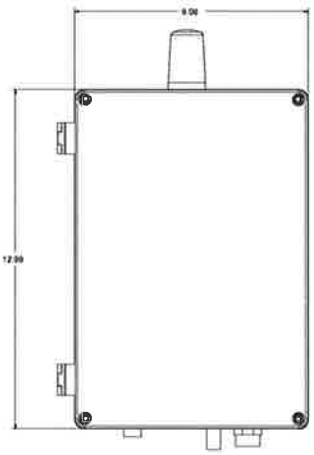
- AC version – UPS provides 8 hours battery backup
- Solar version – 3-day backup battery

Backhaul Options

- Multi-carrier cellular modem
- EVDO Rev A (CDMA)
- 1xEVDO Rev 0 (CDMA)
- 1xRTT (CDMA)
- UMTS/HSPA (GSM)
- EDGE/GPRS (GSM)
- Ethernet
- Private LAN compatibility via Ethernet connection

Environmental

- NEMA 4X enclosure
- Operating temperature: -22°F to +140°F (-30°C to +60°C)
- Storage temperature: -40°F to +158°F (-40°C to +85°C)
- 0-95% non-condensing humidity





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Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

T-10 Meter

SIZES ⅝", ¾", AND 1"



Every T-10® water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

Construction

The T-10 water meter consists of three major assemblies: a register, a lead free, high-copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant, lead-free, high-copper alloy maincase will withstand most service conditions; internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element is unaffected by meter position of in-line piping stresses while the unique chamber seal extends the low-flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

Warranty

Neptune® provides a limited warranty with respect to its T-10 water meters for performance, materials, and workmanship.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

Guaranteed Systems Compatibility

All T-10 water meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI) AutoDetect, ProCoder™, E-CODER® (ARB VII), E-CODER®)R900i™, E-CODER®)R450i™, E-CODER®)L900i™, TRICON®/S, TRICON/E®3, and Neptune meter reading systems without removing the meter from service.

Systems Compatibility

Adaptability to all present and future systems for flexibility is available only with Neptune's ARB® Utility Management Systems™.

KEY FEATURES

REGISTER

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register
- High-resolution, low-flow leak detection
- Bayonet-style register mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

LEAD FREE MAINCASE

- Made from lead free, high-copper alloy
- NSF/ANSI 372, NSF/ANSI 61
- Lifetime guarantee
- Resists internal pressure stresses and external damage
- Handles in-line piping variations and stresses
- Lead free, high-copper alloy provides residual value vs. plastic or composite
- Electrical grounding continuity

NUTATING DISC MEASURING CHAMBER

- Positive displacement
- Widest effective flow range for maximum revenue
- Proprietary polymer materials maximize long-term accuracy
- Floating chamber design is unaffected by meter position or in-line piping stresses

Specifications

- NSF/ANSI 372, NSF/ANSI 61
- National Type Evaluation Program (NTEP) certification

Application

- Cold water measurement of flow in one direction in residential service applications

Maximum Operating Water Pressure

- 150 psi (1034 kPa)

Maximum Operating Water Temperature

- 80°F

Measuring Chamber

- Nutating disc technology design made from proprietary synthetic polymer

Options

Sizes

- 5/8", 5/8" x 3/4"
- 3/4", 3/4" SL, 3/4" x 1"
- 1", 1" x 1¼"

Units of Measure:

- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types

- Direct reading: bronze box and cover (standard)

Remote Reading:

- ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3
- Reclaim

Bottom Caps

- Synthetic polymer (5/8" only)
- Cast iron
- Lead free, high-copper alloy

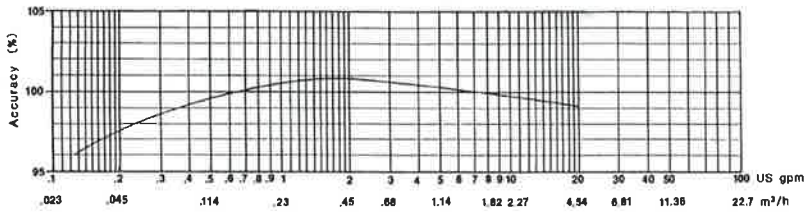
Connections

- Lead free, high-copper alloy, straight or bent

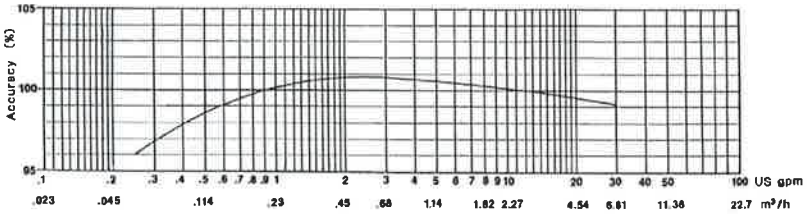
Environmental Conditions

- Operating temperature: +33° F to +149° F (0° C to +65° C)
- Storage temperature: +33° F to +158° F (0° C to +70° C)

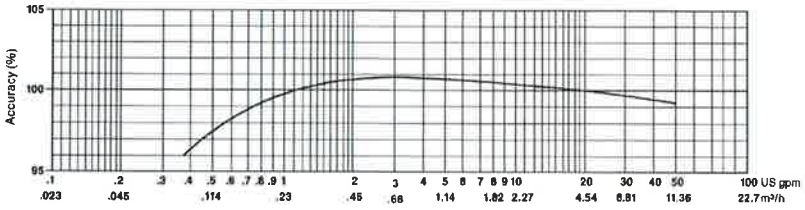
5/8" ACCURACY



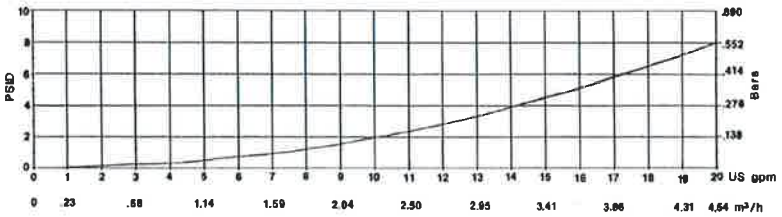
3/4" ACCURACY



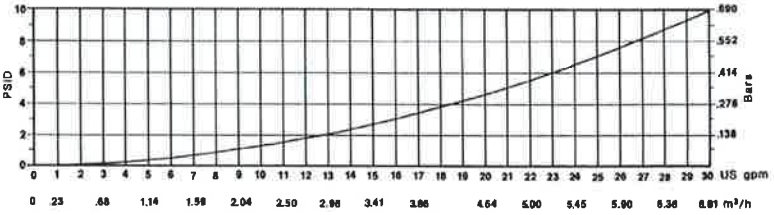
1" ACCURACY



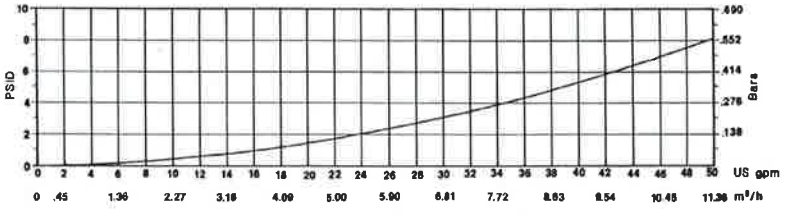
5/8" PRESSURE LOSS



3/4" PRESSURE LOSS

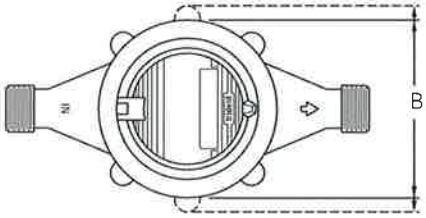


1" PRESSURE LOSS

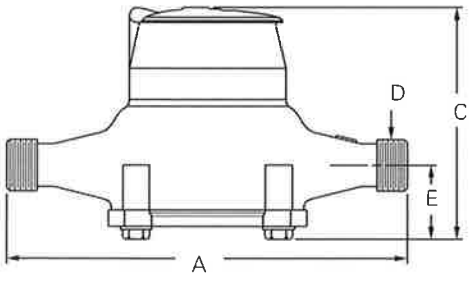


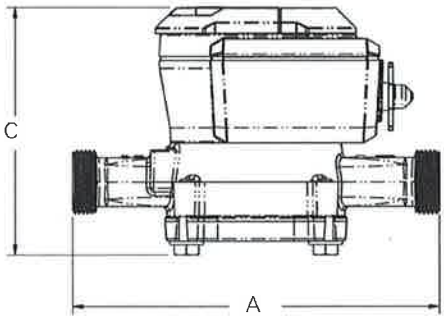
Dimensions

Meter Size	A	B	C					D-	E-	Weight lbs/kg
	in/ mm	in/ mm	Std. in/mm	ARB in/mm	ProCoder™ or E-CODER®	ProCoder™) R900*i*™ or ProCoder™) R450*i*™	E-CODER®) R900*i*™or E-CODER®) R450*i*™	NPSM Thread	in/ mm	
5/8	7½ 191	3⅝ 92	4⅜ 111	5¼ 133	5¼ 133	5¼ 133	5¼ 133	¾" - 14	1½ 38	3¼ 1.4
5/8 x ¾	7½ 191	3⅝ 92	4⅜ 111	5¼ 133	5¼ 133	5¼ 133	5¼ 133	1" - 11½	1½ 38	3⅜ 1.5
Pre 2011 ⅝	7½ 191	3⅝ 92	4⅞ 124	5½ 146	5½ 139	5½ 139	5½ 139	¾" - 14	1⅝ 41	3¾ 1.7
Pre 2011 ⅝ x ¾	7½ 191	3⅝ 92	4⅞ 124	5½ 146	5½ 139	5½ 139	5½ 139	1" - 11½	1⅝ 41	4 1.8
3/4	9 229	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1" - 11½	1⅞ 48	6 2.7
¾" SL	7½ 911	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1" - 11½	1⅞ 48	5½ 2.5
¾ x 1"	9 229	4⅜ 111	5½ 140	6¼ 159	6¼ 159	6¼ 159	6¼ 159	1¼" - 11½	1⅞ 48	6½ 2.9
1"	10¾ 273	6½ 165	6⅜ 162	7 178	7 178	7 178	7 178	1¼" - 11½	2⅛ 54	9¾ 4.4
1" x 1¼	10¾ 273	6½ 165	6⅜ 162	7 178	7 178	7 178	7 178	1½" - 11½	2⅛ 54	10¼ 4.6









Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
5/8"	½ to 20 US gpm 0.11 to 4.55 m³/h	1 to 20 US gpm 0.23 to 4.5 m³/h	⅛ US gpm 0.03 m³/h
¾"	¾ to 30 US gpm 0.17 to 6.82 m³/h	2 to 30 US gpm 0.45 to 6.8 m³/h	¼ US gpm 0.06 m³/h
1"	1 to 50 US gpm 0.23 to 11.36 m³/h	3 to 50 US gpm 0.68 to 11.4 m³/h	⅜ US gpm 0.09 m³/h

Registration

ProRead Registration (per sweep hand revolution)		5/8"	¾" & 1"
10	US Gallons	√	√
10	Imperial Gallons	√	√
1	Cubic Foot	√	√
0.1	Cubic Metre	√	√
Register Capacity ProRead, ProCoder, and E-CODER		**5/8"**	**¾" & 1"**
10,000,000	US Gallons	√	√
10,000,000	Imperial Gallons	√	√
1,000,000	Cubic Feet	√	√
100,000	Cubic Metres	√	√
ProCoder and E-CODER High Resolution (8-digit reading)		**5/8"**	**¾" & 1"**
0.1	US Gallons	√	√
0.1	Imperial Gallons	√	√
0.01	Cubic Feet	√	√
0.001	Cubic Metres	√	√

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Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

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Reap AMI Benefits with an Existing 4G LTE Network

Neptune® Cellular Meter Interface Unit (CMIU™)



The Neptune® Cellular MIU (CMIU™) securely transmits meter reading data using a 4G LTE cellular network, so your water utility can eliminate the costs and frustrations associated with the installation, maintenance, and troubleshooting of AMI infrastructure. Instead, you can leverage an existing 4G LTE network to provide easy connectivity.

- Network-as-a-Service (NaaS)
- 4G LTE cellular technology using AT&T or Verizon
- Eliminate maintenance, costs associated with AMI deployment
- Operating modes:
  Basic – hourly data delivered every 24 hours
  Advanced – hourly data delivered every 4 hours
  Pro – 15-minute data delivered every hour

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Dimensions

Wall MIU





Pit MIU





CMIU Pit Antenna



Specifications

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity: 100% condensing

Antennas

- Wall MIU: Standard internal antenna
- Pit MIU: Standard through-the-lid antenna
  - 18" Coax

Encoded Register Compatibility

- Neptune MACH 10®, ARB®V, ProRead™, E-CODER®, and ProCoder™
- Sensus ECR II, ICE, iPerl, Electronic Register and OMNI
- Hersey/Mueller Translator
- Badger ADE and HR E|LCD
- Elster/AMCO InVision (Sensus protocol version)

Battery Warranty

- Basic Operating Mode: 10 years*

* Warranty dependent on CMIU mode of operation. Refer to warranty statement.

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1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

High Performance PROTECTUS® III Stainless Steel (S) Fire Service Meter

SIZES: 4", 6", 8", and 10"



The Neptune® HP PROTECTUS® III Stainless Steel (S) fire service meter measures extremely wide flow ranges at 100% ± 1.5% accuracy. All HP fire service meters meet or exceed AWWA C703 Standard, are certified to NSF/ANSI 61 and 372 requirements, and are Underwriters Laboratory (UL) Listed and Factory Manual (FM) Approved for fire service use.

Application

The HP PROTECTUS III S fire service meter is designed to measure both domestic and fire service water usage through a single water line. A typical application would be in a warehouse, hotel, or hospital where one water line may supply any number of faucets or bathrooms as well as an automatic sprinkler system.

Operation

At low flow rates, all flow is through the bypass meter. As flow increases, pressure loss through the bypass meter increases and the detector check valve automatically opens. This condition occurs, for example, when a fire sprinkler system goes into operation. This permits flow through the mainline turbine meter. As flow decreases, reduced pressure loss closes the detector check valve and flow is again directed through the bypass meter.

Construction

The combined readings of the mainline turbine and the bypass meter indicate total consumption through the HP PROTECTUS III S meter.

- 300 series stainless steel mainline body
- Integral detector check valve (stainless steel spring-loaded type)
- 300 series stainless steel strainer body with stainless steel basket
- Epoxy-coated steel strainer and valve cover
- HP Turbine measuring element
- Lockable ball valves used on bypass
- Check valve used on bypass
- 1" T-10® meter (on 4" size)
- 1½" T-10 or 1½" HP Turbine meter (on 6" size)
- 2" T-10 or 2" HP Turbine meter (on 8" and 10" sizes)

KEY FEATURES

Compact Size

- Standard laying length fits existing installations
- Lowers new installation and replacement costs

Wide Operating Range

- Measures extremely wide flow ranges at 98.5%–101.5% accuracy
- Combines low-flow sensitivity of disc meter with high-flow capacity of turbine meter
- Registers leaks or unauthorized use of water from fire service lines

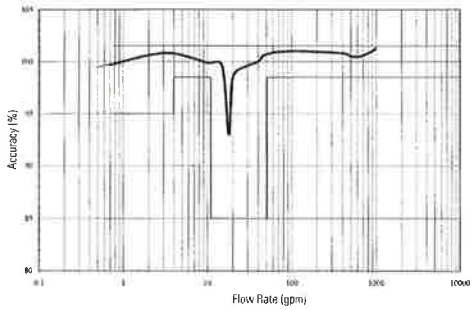
Component Repair and Maintenance

- Owner maintenance easily accomplished by replacement of major components
- Calibration vane allows in-field calibration of unitized measuring element (UME)

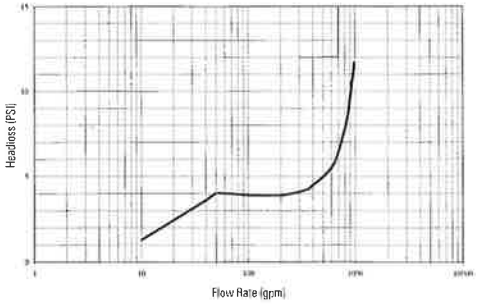
Roll-Sealed Registers

- Eliminates leaking and fogging
- In-line serviceability
- Magnetic driven, low-torque registration
- Tamperproof seal design

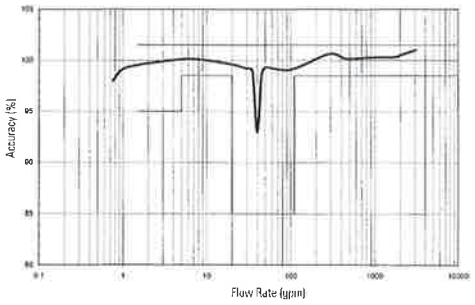
4" Accuracy



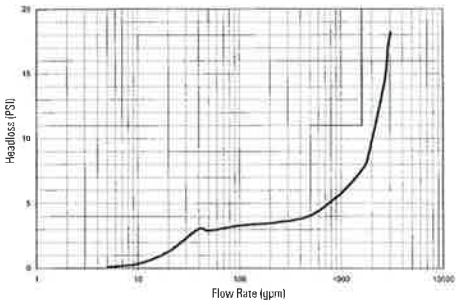
4" Headloss



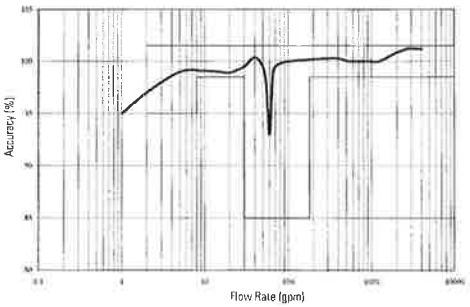
6" Accuracy



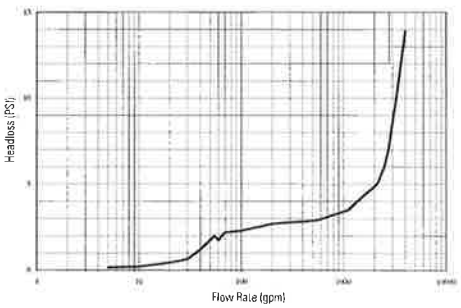
6" Headloss



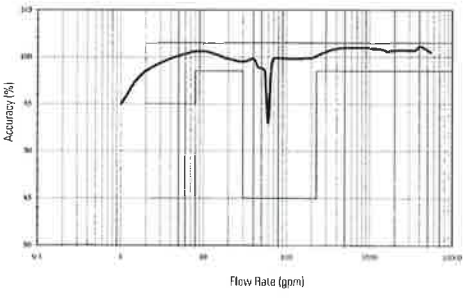
8" Accuracy



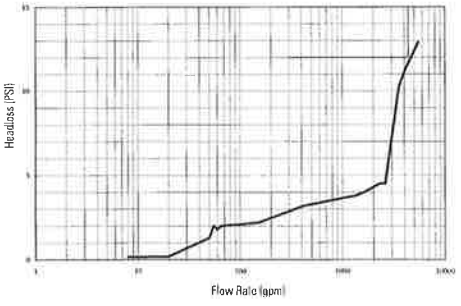
8" Headloss



10" Accuracy



10" Headloss



These charts show typical meter performance. Individual results may vary.

Operating Characteristics

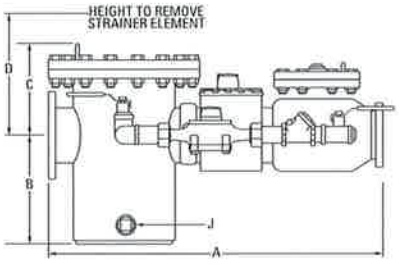
Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA Standard	Low Flow @ 95% - 101% Accuracy	Maximum Intermittent Flow Rate
4"	¾ to 1200 US gpm 0.171 to 272.55 m³/h	4 to 700 US gpm 0.91 to 1.59 m³/h	⅜ US gpm 0.09 m³/h	1500 US gpm 340.7 m³/h
6"	1½ to 2500 US gpm 0.34 to 567.81 m³/h	5 to 1600 US gpm 1.14 to 363 m³/h	¾ US gpm 0.17 m³/h	3100 US gpm 704.1 m³/h
8"	2 to 4000 US gpm 0.45 to 908.5 m³/h	8 to 2800 US gpm 1.8 to 636 m³/h	1 US gpm 0.23 m³/h	5000 US gpm 1135.6 m³/h
10"	2 to 6500 US gpm 0.45 to 1476.31 m³/h	8 to 4400 US gpm 1.8 to 999 m³/h	1 US gpm 0.23 m³/h	8000 US gpm 1817 m³/h

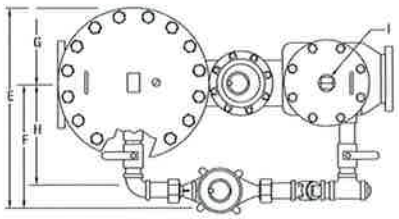
Dimensions

Meter Size	A in/mm	B in/mm	C in/mm	D in/mm	E in/mm	F in/mm	G in/mm	H in/mm	I in/mm	J in/mm	Weight lbs/kg
4"	33 838	10 254	10¾ 273	17½ 445	22 559	15¼ 387	6¾ 171	12 305	2 51	2 51	215 98
6"	45 1143	11 1/16 281	11⅜ 289	21¼ 540	29 737	19½ 495	9½ 241	16 406	2 51	3 76	570 258
8"	53 1346	11 13/16 300	13 29/64 342	25⅞ 657	34¼ 870	21¾ 552	12½ 318	17 432	3 76	3 76	765 347
10"	68 1727	14 13/16 376	15 381	30 1/16 764	36¼ 921	22½ 572	13¾ 349	18 457	3 76	3 76	900 408

Registration

Registration (per sweep hand revolution)	Disc Side			Turbine Side		
	1"	1½"	2"	4"	6"	8" & 10"
1,000 US Gallons					✓	✓
100 Gallons		✓	✓	✓		
100 Cubic Feet					✓	✓
10 US Gallons	✓					
10 Cubic Feet		✓	✓	✓		
1 Cubic Foot	✓					
10 Cubic Metres					✓	✓
1 Cubic Metre			✓	✓		
0.1 Cubic Metre	✓	✓				





Register Capacity (6 active wheel odometer)	Disc Side			Turbine Side		
	1"	1½"	2"	4"	6"	8" & 10"
1,000,000,000 Gallons					✓	✓
100,000,000 Gallons		✓	✓	✓		
100,000,000 Cubic Feet					✓	✓
10,000,000 Gallons	✓					
10,000,000 Cubic Feet		✓	✓	✓		
10,000,000 Cubic Metres					✓	✓
1,000,000 Cubic Metres			✓	✓		
1,000,000 Cubic Feet	✓					
100,000 Cubic Metres	✓	✓				

Specifications

Application
- Cold water measurement of flow in one direction

Maximum Operating Pressure
- 175 psi (1206 kPa)

Register
- Direct reading, center sweep, roll-sealed magnetic drive with low-flow indicator

Measuring Element
- AWWA Class II Turbine, hydrodynamically-balanced rotor, nutating disc

Flanges
- Round flanged ends per AWWA C207, Class D

Approvals
- NSF/ANSI 61
- NSF/ANSI 372
- UL Listed
- FM Approved

Options

Sizes
- 4", 6", 8", and 10"

300 Series Stainless Steel Strainer Cover and Valve Cover

300 Series Stainless Steel Bolts

Left Side Bypass

Units Of Measure
- U.S. gallons, Imperial gallons, cubic feet, cubic metres

Register types
- Remote reading systems*: ProRead™, ProCoder™, E-CODER®, E-CODER®)R900*i*™, E-CODER®)R450*i*™, E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3
- Reclaim

Companion Flanges
- Cast iron
- Bronze (4" only)

Special Meter Flanges**
- 12" (for 10" meter size)

**Consult factory for meter performance specifications when fitted with ARB.*

***Non-UL/FM approved.*

Guaranteed Systems Compatibility

All HP PROTECTUS III S fire service meters are guaranteed adaptable to our ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3, and Neptune meter reading systems without removing the meter from service.

Warranty

Neptune provides a limited warranty with respect to its HP PROTECTUS III S fire service meter for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by in-line replacement of the UME.

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Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

Be Confident with Sustained Accuracy Over Time

Neptune® MACH 10® Ultrasonic Meter



The MACH 10® ultrasonic water meter features solid state metrology with no degradation of accuracy over time. Combined with a corrosion-resistant, lead-free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes ⅝", ¾", and 1"
- Extended low-flow range and accuracy
- No maintenance
- Accuracy sustained over meter life
- Advanced ultrasonic technology
- MACH 10®)R900*i*™ features interleaved messages to support AMR, AMI, and the open-standards LoRaWAN™ AMI network simultaneously
- Supports Neptune Network-as-a-Service (NaaS) managed AMI service

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Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

UL327B Certified (¾", 1")

Application

- Cold water measurement of flow in residential potable, combination potable and fire service, and reclaim/secondary water applications.

Maximum Operating Water Pressure

- 175 psi

Operating Water Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

Options

Sizes

- ⅝", ⅝" x ¾"
- ¾", ¾" x 1"
- 1", 1" x 1¼"

Units of Measure

- U.S. gallons, Imperial gallons, cubic feet, cubic metres

Meter Options

- Potable water
- Reclaim water
- Residential fire service (combo or standalone meter service lines)

Environmental Conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

Warranty

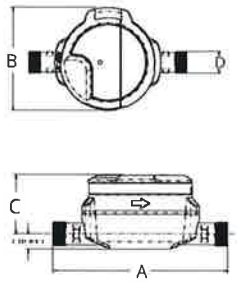
- Neptune provides a limited warranty with respect to its MACH 10 residential line of ultrasonic meters for performance, materials, and workmanship.

System Compatibility

- Available in MACH 10)R900*i* and MACH 10)TC configurations for an integrated radio solution.

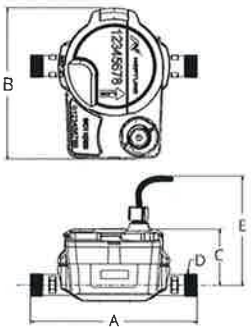
MACH 10® Dimensions

Meter Size	A	B	C	D NPSM
⅝"	7½"	4⅞"	2½"	¾" - 14
⅝" x ¾"	7½"	4⅞"	2½"	1" - 11½
¾"	9"	4⅞"	2⁹⁄₁₆"	1" - 11½
¾" SL	7½"	4⅞"	2⁹⁄₁₆"	1" - 11½
¾" x 1"	9"	4⅞"	2⁹⁄₁₆"	1¼" - 11½
1"	10¾"	4⅞"	2¹¹⁄₁₆"	1¼" - 11½
1" x 1¼"	10¾"	4⅞"	2¹¹⁄₁₆"	1½" - 11½



MACH 10®)R900i™ DIMENSIONS

Meter Size	A	B	C	D NPSM	E
⅝"	7½"	6¾"	2½"	¾" - 14	5⅞"
⅝" x ¾"	7½"	6¾"	2½"	1" - 11½	5⅞"
¾"	9"	6¾"	2⁹⁄₁₆"	1" - 11½	5¹⁵⁄₁₆"
¾" SL	7½"	6¾"	2⁹⁄₁₆"	1" - 11½	5¹⁵⁄₁₆"
¾" x 1"	9"	6¾"	2⁹⁄₁₆"	1¼" - 11½	5¹⁵⁄₁₆"
1"	10¾"	6¾"	2¹¹⁄₁₆"	1¼" - 11½	6¹⁄₁₆"
1" x 1¼"	10¾"	6¾"	2¹¹⁄₁₆"	1½" - 11½	6¹⁄₁₆"



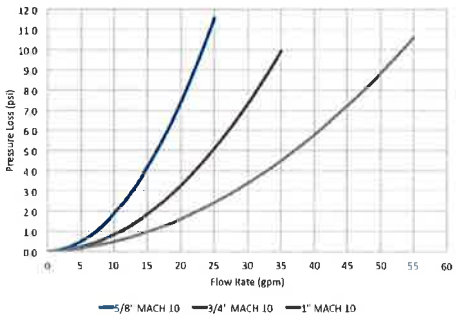
Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA C715 Standard Type 1	Extended Low Flow @ 100% Accuracy (+/- 3%)
⅝"	0.10 to 25 U.S. gpm 0.02 to 4.55 m³/h	0.2 to 20 U.S. gpm 0.23 to 4.5 m³/h	0.05 U.S. gpm 0.01 m³/h
¾"	0.10 to 35 U.S. gpm 0.02 to 6.82 m³/h	0.5 to 30 U.S. gpm 0.45 to 6.8 m³/h	0.05 U.S. gpm 0.01 m³/h
1"	0.40 to 55 U.S. gpm 0.11 to 11.36 m³/h	0.75 to 50 U.S. gpm 0.75 to 11.4 m³/h	0.25 U.S. gpm 0.03 m³/h

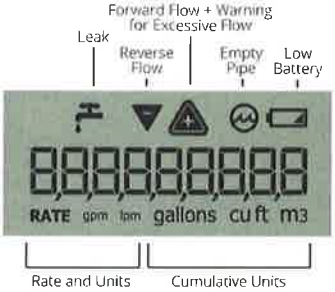
Registration

High Resolution (8-digit reading)	
0.1	U.S. Gallons
0.1	Imperial Gallons
0.01	Cubic Feet
0.001	Cubic Metres

Pressure Loss



LCD DISPLAY



LoRa Alliance Certified™

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Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

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Capture Ultra-Low Flows and Monitor Flow Direction

Neptune® ProCoder™)R900*i*™



The Neptune® ProCoder™)R900*i*™ combination absolute encoder register/radio frequency meter interface unit (RF MIU) makes it simple to collect metering data using multiple modes simultaneously and features a high-resolution, mechanical sweep hand to detect ultra-low flows as well as monitor direction of flow. Its interleaved mobile and high-power fixed network messages allow for simple migration from walk-by to mobile to fixed network reading – and back again – without site visits or reprogramming. Your utility can also review an account's consumption by the hour with 96 days of profile information, along with alerts for leak or backflow. Proactively identify and resolve customer issues – heading off high bill complaints, reducing delinquent payments, and eliminating write-offs.

- Easy to install/no programming required
- Interleaved mobile and high-power fixed network messages
- Read in walk-by, mobile, fixed modes simultaneously
- 96 days of hourly account history
- Leak, tamper, reverse flow detection

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Specifications

Electrical Specifications

- MIU Power: Lithium battery with capacitor

Transmitter Specifications:

- Two-way MIU
- Transmit Period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC Verification: Part 15.247
  - Transmitter Channels: 50 frequency-hopping, spread-spectrum
  - Channel Frequency: 910 to 920 MHz
- Encoder Register Reading Interval:
  - Every 15 minutes
- Data Logging Interval:
  - 96 days of hourly data

Environmental Conditions

- Operating Temperature: -22°F to +149°F (-30°C to +65°C)
- Storage Temperature: -40°F to +158°F (-40°C to +70°C)
- Operating Humidity:
  - Inside Set: 0 to 95%, condensing
  - Pit Set: 100% submersible

Materials

- Register Housing:
  - Inside Set: plastic polycarbonate
  - Pit Set: roll-sealed copper shell
- Lens:
  - Inside Set: plastic
  - Pit Set: glass

Antennas

- Standard internal antenna
- Optional through-the-lid antenna
- 18" coax
- 6' coax
- 20' coax

Resolution

Register Capacity

	Size	G	ft³	m³
T-10®(Includes disc side of TRU/FLO®)	⅝", ¾", 1"	10,000,000	1,000,000	100,000
T-10 (Includes disc side of HPPIII)	1.5", 2"	100,000,000	10,000,000	1,000,000
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	100,000,000	10,000,000	1,000,000
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	1,000,000,000	100,000,000	10,000,000

High Resolution (8-digit reading)

	Size	G	ft³	m³
T-10 (Includes disc side of TRU/FLO)	⅝", ¾", 1"	0.1	0.01	0.001
T-10 (Includes disc side of HPPIII)	1.5", 2"	1	0.1	0.01
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	1	0.1	0.01
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	10	1	0.1

ProCoder Registration (Per Sweep Hand Revolution)

Type	Size	G	ft³	m³
T-10	⅝" - 2"	0.1	0.01	0.001
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	1.5", 2", 3", 4"	10	1	0.1
HP Turbine (Includes FS Turbine, HPPIII, Turbine Side of TRU/FLO)	6", 8", 10"	100	10	1

Options

Compatibility

- Available for ⅝"-2" T-10® water meters
- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

Units of Measure

- U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

Warranty

- 20 years (10/10); refer to specific Warranty Statement

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1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

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Strainers

SIZES: 1½", 2", 3", 4", 6", 8", and 10"



Neptune® strainers are designed and built for long-term, trouble-free performance in water pipeline service. They are specially designed for installation with HP Turbine or TRU/FLO® compound meters and are compatible with all other makes as well.

Neptune recommends that a strainer be installed with each HP Turbine or TRU/FLO Compound meter to prevent meter damage and to ensure accurate registration regardless of the configuration of the meter installation.

Performance

When installed at the inlet of a turbine or compound meter, the strainer performs two very important functions:

- It provides protection against damage to the turbine meter measuring element from debris or foreign material in the pipeline.
- The stainless steel, plate-type strainer element is designed to improve the velocity profile of the flow stream entering the meter. This velocity profile improvement optimizes turbine meter performance. Good metering practice normally requires 8 to 10 diameters of straight pipe at the meter inlet to minimize velocity profile distortion caused by upstream valves or other fittings. The Neptune strainer reduces this long straight-run requirement and simplifies meter installation.

Construction

Neptune strainers are built of the highest-quality, time-proven materials available for water pipeline service. Strainer bodies and covers in 1½" through 10" sizes are made of lead free, high-copper alloy or Rilsan® nylon-coated ductile iron. Strainer elements and cover bolts in all sizes are stainless steel.

Neptune strainers are rated at 150 psi working pressure. Each strainer is hydrostatically tested at 300 psi before shipment to ensure hydraulic integrity.

Warranty

Neptune provides a limited warranty with respect to its strainers for performance, materials, and workmanship. For owner maintenance purposes, Neptune offers a complete inventory of replacement parts. When required, maintenance is easily accomplished without removing the strainer from the service line.

KEY FEATURES

Lead free, high-copper alloy or Rilsan nylon-coated ductile iron body ensures durability; chemical and corrosion resistant

NSF/ANSI 61 certified and NSF/ANSI 372 compliant

Low head loss

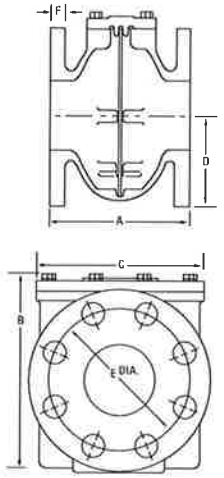
Stainless steel strainer plate and cover bolts

Height to center line matches Neptune HP Turbines for easy installation

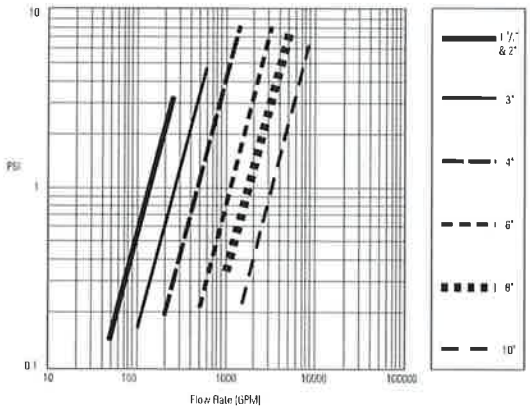
In-line serviceability

Dimensions

Meter Size	A in/mm	B in/mm	C in/mm	D in/mm	E in/mm	F in/mm	No. of Holes	Hole Dia. in/mm	Weight lbs/ kg
1 ½"	7 178	6 152	5 ¼ 133	2 ⅛ 54	4 ½ 114	¾ 19	2	¾ 19	15 6.8
2"	7 178	6 152	5 ¼ 133	2 ⅛ 54	4 ½ 114	¾ 19	2	¾ 19	15 6.8
3"	6 152	8 ½ 216	8 ¾ 222	3 ¾ 95	6 152	⅝ 16	4	¾ 19	30 13.6
4"	7 ½ 191	9 ¾ 248	10 ½ 267	4 ½ 114	7 ½ 191	11/16 17	8	¾ 19	42 19.0
6"	9 229	11 ¾ 298	11 ½ 292	5 ½ 140	9 ½ 241	⅞ 22	8	⅞ 22	70 31.8
8"	10 254	14 356	13 ½ 343	6 ¾ 171	11 ¾ 298	1 ⅛ 29	8	⅞ 22	120 54.5
10"	15 381	18 ¼ 464	18 ¼ 464	8 203	14 ¼ 362	1 3/16 30	12	1 25	160 72.6



Pressure Loss



Options

Rilsan nylon-coated ductile iron

Lead free, high-copper alloy

Maximum Operating Pressure

150 psi

Part Numbers

Lead Free, High-Copper Alloy

- 1½" 53145-000
- 2" 53120-000
- 3" 53107-000
- 4" 53107-100
- 6" 52000-201
- 8" 52000-304
- 10" 52000-402

Lead Free, Rilsan Nylon-Coated Ductile Iron

- 1½" 53145-100
- 2" 53120-600
- 3" 53107-600
- 4" 53107-700
- 6" 52000-601
- 8" 52000-704
- 10" 52000-802

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Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

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Trimble Ranger 3XE Handheld Data Collector



Streamline and Automate Water Measurement

When you work with the Neptune® R900® System, you'll streamline and automate processes to help your workforce be more efficient in their jobs, saving your utility time and money. The Trimble Ranger 3XE's intuitive design reduces training time, and our automated features ensure that the data you collect is accurate and easy to share with other departments. And if you need it, you can count on our support staff to resolve issues quickly and efficiently. Neptune's systems provide the foundation that you can build on, turning data into meaningful information to improve accuracy, identify hidden causes of loss, and streamline operations.

Protect Assets While Adopting New Technologies

Neptune has designed the R900 System to ensure that individual components work easily with past generations of equipment, and will work just as seamlessly with future innovations as your utility's needs evolve. For instance, the Trimble Ranger 3XE maintains support to read R900® MIUs through its internal HR2650i receiver. The Ranger lets you choose manual keyed entry, probed, and walk-by RF data collection methods at any time. The Ranger can also be paired via Bluetooth with the R900® Belt Clip Transceiver (BCT). This enables features such as RF-activated data logging to extract 96 days' worth of hourly consumption data from the new enhanced R900 or E-CODER®)R900*i*™ for an individual account. You can phase in these and other new features and equipment at your own pace, confident that Neptune will support your future needs without leaving stranded assets.

Address Customer Issues And Improve Service

With the Trimble Ranger 3XE and R900 BCT, access to the meter is not an issue, so your meter readers can quickly capture the information they need remotely. Your field personnel can now have AMI functionality in the palm of their hand, with immediate access to detailed interval data as well as flags for leaks, tamper, and reverse flow from E-CODER®-equipped meters. They can generate graphs of a customer's water consumption and show the customer on-screen exactly when excessive water usage occurred or when a probable continuous leak began. Seeing usage patterns and receiving alerts will help your utility proactively improve your customer service, heading off high bill complaints, reducing delinquent payments, and avoiding write-offs in the process.

KEY BENEFITS

Increases Efficiency

- Supports multiple data collection methods – manual keyed entry, probed, and mobile RF
- Integrated HR2650i receiver for easy transition to mobile RF
- Supports two-way communication to R900 when connected to R900 Belt Clip Transceiver (BCT)

Protects your meter reading data

- SD card backup
- Meets MIL-STD-810G for impact, vibration, humidity, altitude, and extreme temperatures
- Meets IP67 for protection against dust and water intrusion

Analyze data at the source

- View data logging graphs in the field to address high bill complaints
- Identify high/low audit status failures
- Receive leak, reverse flow, and days of no flow alerts from E-CODER-equipped meters

Specifications

Operating System

- Windows Mobile 6.5 Professional

Software Application

- N_SIGHT® (version 4.7 or later)

Processor

- TI AM3715 Sitara ARM Cortex-A8 processor at 800 MHz

Memory

- 256 MB RAM

Display

- 4.2 in (10.6 cm), 640 x 480 pixel, VGA TFT with LED backlighting

Keyboard:

- QWERTY full keypad with number pad, directional buttons with 4 programmable buttons

Power Supply

- Rechargeable lithium ion battery pack – 11.1V, 2500 mAh, 27.8 Wh
- Power management system
- Integrated charge status and low battery indicator
- Typical 10+ hour work day

Communication

- Bluetooth 2.0 + EDR
- WiFi (802.11b/g)

WWAN Radios

- HSDPA, Tri-band
- HSDPA/UMTS: 850/1900/ 2100 MHz, Quad-band
- GSM/GPRS/EDGE
- CDMA

Audio

- Integrated speaker and microphone

AMR RF Receiver

- HR2650i integrated receiver, Also compatible via Bluetooth with R900 BCT

Dimensions

- Height: 1.9" (4.8 cm)
- Width: 5.2" (13.1 cm)
- Length: 10.5" (26.6 cm)
- Weight: 2.3 lbs. (1.04 kg) including rechargeable battery and stylus

Temperature Range

- Operating: -22°F to +140°F (-30°C to +60°C)
- Storage: -40°F to +158°F (-40°C to +70°C)
- Humidity: 90% RH temp cycle -4°/+140°F (-20°C/+60°C)

Environmental – Meets or Exceeds:

- Water: IEC-529, IP67
- Sand & Dust: IEC-529, IP67
- Drop: MIL-STD-810G, Method 516.6, Procedure IV
- Vibration: MIL-STD-810G, Method 514.6, Procedure I, II
- Operating and Storage Temperature: MIL-STD-810G, Method 501.5 – Procedure I, II, Method 502.5 – Procedure I, II, III
- Temperature Shock: MIL-STD-810G, Method 503.5, Procedure I
- Humidity: MIL-STD-810G, Method 507.5
- Altitude: MIL-STD-810G, Method 500.5, Procedure I, II, III

Approvals

- FCC, CE, R&TTE, IC (Canada), C-tick, GCF compliant, RoHS compliant, Section 508 compliant, AT&T certified, WiFi Alliance certified, MIL-STD-810G, IP67, MIL-STD-461

Accessories

- Ethernet communications and charging cradle
- Replacement lithium-ion battery
- Hand strap
- AC power adapter
- Anti-glare screen protector
- Stylus

Warranty

- Two year comprehensive warranty
- Hardware and software maintenance contracts available

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Neptune Technology Group
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Tallassee, AL 36078
800-633-8754 f 334-283-7293

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E-CODER®)R900*i*™



Protect And Expand Your Technology Investments

Neptune® designed the R900® System to make it easy for your utility – installation, everyday use, and expansion for the future without stranded assets. The E-CODER®)R900*i*™ combination absolute encoder register/ radio frequency meter interface unit (RF MIU) is a perfect example of all of the above. Not only does it work with past generations of meters and meter reading systems, but seamless integration is built into this single-unit end-point itself, providing two-way communications of advanced metering data. The E-CODER)R900*i*'s interleaved mobile and high-power fixed network messages allow for simple migration from mobile to fixed network reading without site visits or reprogramming.

Streamline Operations And Manage Resources

In addition to eliminating the need for programming, the E-CODER)R900*i* has no external wires, making installation easier, faster, and less costly; plus it reduces potential vandalism or tamper. As with the rest of the R900 System, the design of the unit is intuitive and user-friendly so that minimal training is required for operation. It's designed to help manage time, labor, and other resources. The radio frequency transmission of the E-CODER)R900*i* can save your utility significant amounts of time in terms of both meter reading and billing, and provide flexibility to reallocate personnel to different tasks or departments depending on your changing workforce needs.

Do More With Detailed, Actionable Data

The types of data your utility can generate through the E-CODER)R900*i* can take you far beyond a simple meter reading for a monthly bill. Hourly consumption profile information over an account's last 96 days, along with alerts for leak or backflow, help to proactively identify and resolve customer issues – heading off high bill complaints, reducing delinquent payments, and eliminating write-offs. Using Neptune® 360™ host software, your utility can leverage detailed data from the E-CODER)R900*i* to balance water produced versus water consumed, group accounts for District Metered Area analysis, and track and manage Non-Revenue Water. From increasing efficiencies to pinpointing possible tamper or water theft to aiding customer service, the data supplied by the E-CODER)R900*i* can help your utility make better, more confident decisions.

KEY BENEFITS

Facilitates Migration to AMI

- 1 Watt fixed network message reduces infrastructure costs
- Interleaved mobile and fixed network messages facilitate migration without changing the "modes" in the MIU

Reduces Non-Revenue Water

- Provides leak history/diagnostics
- Enables proactive leak notification
- Provides hourly consumption data
- Improves meter reading accuracy
- Eliminates estimated reads

Identifies Potential Theft

- Tamper detection
- Reverse flow detection
- Identifies significant periods of zero consumption

Simplifies Installation Process

- Easy to install/no programming required
- No external wires
- Reduces labor cost
- Reduces potential wire vandalism and damage

Technical Specifications

Electrical Specifications

- MIU power: Lithium battery with capacitor

Transmitter Specifications

- Two-way MIU
- Transmit period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC verification: Part 15.247:
  - Transmitter channels: 50; frequency-hopping, spread-spectrum
  - Channel frequency: 910 to 920 MHz
- Encoder register reading interval:
  - Every 15 minutes
- Data logging interval:
  - 96 days of hourly data

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity:
  - Inside set - 0 to 95%, condensing
  - Pit set - 100% submersible

Materials

- Register housing:
  - Inside set: plastic polycarbonate
  - Pit set: roll-sealed copper shell
- Lens:
  - Inside set: plastic
  - Pit set: glass

Antennas

- Standard internal antenna
- Optional through-the-lid antenna:
  - 18" Coax
  - 6' Coax
  - 20' Coax

Options

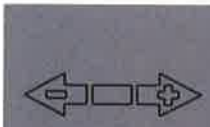
Compatibility

- Available for all sizes and makes of current Neptune meters
- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

Units of Measure: U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

Warranty

20 years (10/10); refer to specific Warranty Statement

	**FLOW INDICATOR** Shows the direction of flow through the meter: ON Water in use. OFF Water not in use. Flashing Water is running slowly. (-) Reverse flow. (+) Forward flow.
	**LEAK INDICATOR** Displays a possible leak: OFF No leak indicated. Flashing Intermittent leak indicates that water has been used for at least 50 of the 96 15-minute intervals during a 24-hour period. On Continuously Indicates water use for all 96 15-minute intervals during a 24-hour period.
RATE	**RATE OF FLOW** Average flow rate is displayed every twelve seconds on LCD display.
	**LCD DISPLAY** Nine-digit LCD displays the meter reading in billing units of measure: U.S. gallons, cubic feet, Imperial gallons, or cubic metres. 1 E-CODER basic reading/customary 6-digit remote reading 2 Customary sweep hand digits 3 E-CoderPLUS reading (8-digit remote reading) 4 Testing units used for diagnostics 5 Extended reading units 6 Customary billing units

1. Internal Antenna
2. Optional Antenna Port
3. Solar Panel
4. Date of Manufacture
5. LCD Display
6. T-10® Meter



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Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

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Superior Accuracy. Zero Maintenance.

Neptune® MACH 10® Ultrasonic Meter



The MACH 10® ultrasonic water meter features solid state ultrasonic technology including a factory-calibrated, replaceable unitized measuring element (UME) with no degradation of accuracy over time. Combined with a corrosion-resistant, lead-free, high-copper alloy maincase, the MACH 10 is built to withstand demanding service conditions and deliver sustained accuracy over the life of the meter.

- Sizes 3", 4", and 6"
- Advanced ultrasonic technology with easily replaceable UME design
- Accuracy sustained over meter life
- Can be installed in both horizontal and vertical applications
- Available in standard turbine and compound lay lengths
- Lead free, high-copper alloy maincase
- Open flow path design with low pressure loss

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Specifications

AWWA C715 Compliant

NSF/ANSI 61 Certified

Cold water measurement of flow in potable water applications

Maximum Operating Water Pressure

- 175 psi

Operating Water Temperature Range

- +33°F to +122°F (+0.5°C to +50°C)

Options

Units of Measure

- U.S. gallons, cubic feet, cubic metres

Environmental Conditions

- Operating temperature: +14°F to +149°F (-10°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)

Warranty

- Neptune provides a limited warranty with respect to its MACH 10 line of ultrasonic meters for performance, materials, and workmanship.

System Compatibility

- Compatible with Neptune R900® and CMIU. Also available in MACH 10®)R900*i*™and MACH 10®)TC configurations for an integrated radio solution.

Operating Characteristics

Meter Size	Extended Low Flow @ 100% Accuracy (+/- 3.0%)	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Safe Maximum Operating Capacity
3"	0.50 U.S. gpm	0.625 to 500 U.S. gpm	500 U.S. gpm
4"	0.75 U.S. gpm	1.0 to 1200 U.S. gpm	1200 U.S. gpm
6"	1.0 U.S. gpm	1.5 to 2000 U.S. gpm	2000 U.S. gpm

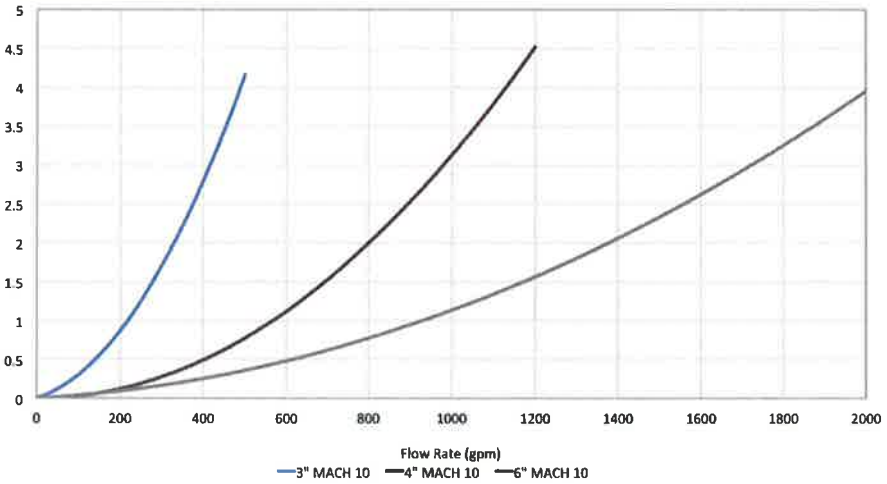
Dimensions

Meter Size	Length	Height
3"	12"	9½"
	17"	9½"
4"	14"	11"
	20"	11"
6"	18"	12¾"
	24"	12¾"

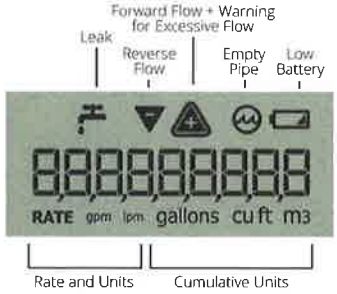
Registration

High Resolution (8-digit reading)	3"	4"	6"
1 U.S. Gallons	√	√	
10 U.S. Gallons			√
0.1 Cubic Feet	√	√	
1 Cubic Feet			√
0.01 Cubic Metres	√	√	
0.1 Cubic Metres			√

Pressure Loss



LCD Display



LoRa Alliance Certified™

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1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

MRX920™ Mobile Data Collector and MX900™ Software

Make Reading Success and Efficiency Automatic

Reliable, accurate, and field-proven, Neptune's MRX920™ mobile data collector – along with its MX900™ meter routes and mapping software – has helped water utilities across North America streamline, automate, and increase operational efficiencies. As part of Neptune's R900® System, the MRX920 helps transform data into actionable information that helps identify hidden causes of loss and optimize operational efficiency.



Strapped to the seat of your utility vehicle, the MRX920 reads up to fifty (50) meters simultaneously as your meter reader cruises down the streets. And in conjunction with the routes-integrated/Esri®-powered MX900 mapping, meter reading is automatic, fast, and effortless for your meter readers, accurate with less manpower deployed for your utility.

The MRX920 comes with Bluetooth capability, so your meter readers have the option of wirelessly updating routes and uploading the latest readings to the host system remotely and in near real-time without having to return to the office[1,2].

Additionally, Neptune has ported its well-established R900 radio frequency (RF) architecture to the latest release of MRX920 using software-defined radio (SDR) technology. This means all Neptune data collection systems have a common, core code base which translates to faster availability of new features and functionalities for your utility.

Make Migration to Other Technology Simple

The R900 System is designed to easily accommodate and support past generations of meters, encoder registers, and data collectors – while at the same time giving your utility the flexibility to incorporate future innovations as needed. The MRX920 is no exception, providing seamless compatibility with all generations of R900 MIUs. Its industry-leading performance can save days or even weeks for your meter reading routes, and new features within its MX900 software, such as Esri-powered mapping and wireless mobility, make valuable data available in real time as you read your system. Feel free to phase in these new features and equipment at your own pace, secure in the knowledge that Neptune will support your future needs without leaving you with stranded assets.

KEY BENEFITS

Reduced Meter Reading Time

- Reads up to fifty (50) meters simultaneously

Simple Access to Actionable Data

- Esri-powered GIS maps[1] show meter reading and flag status
- Wireless mobility – communicate meter reading data back to N_SIGHT® in real time[1]
- User-configurable advanced filtering shows you only the information you need
- Data logging and off-cycle reads without physical access to the meters

Analyze Data at the Source

- View data logging graphs in the field and share with homeowner to address high bill complaints
- Identify high/low audit status failures
- Receive leak, reverse flow, and days of no flow alerts from E-CODER®-equipped meters

[1] *Optional MX900™ Mapping and Mobility module required. Mobile computing device recommended and not included.*
[2] *Cellular or Internet connection required.*

Save Your Utility – and Your Customers – Time and Money

While the R900 System always allows your utility to migrate forward to implement fixed network data collectors, or backward to use RF technology for individual off-cycle readings or data logging, using the MRX920 and MX900 software as a part of your system makes for fast and simple access to information that can provide effective resolutions to customers' water-related issues. With detailed consumption data in hand while working in the field, along with proactive alerts of leaks and backflow conditions, you can enhance customer service. In the process, you can even preempt high bill complaints, reduce delinquent payments, and eliminate write-offs.

Specifications

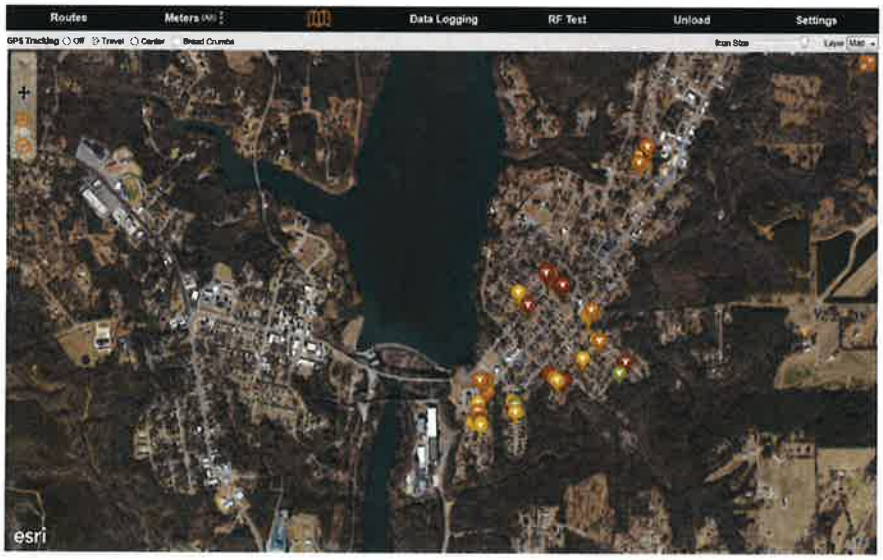
Physical Specifications

- Dimensions:
  8" (width) x 3.15" (height) x 11" (length excluding connections and handle)
- Weight: ~5 lbs

Electrical Specifications

- Power consumption: < 1A
- Power supply: 12V DC via vehicle power source adapter





Neptune recommends the following mobile computing hardware specifications for optimal performance:

- 12.1" XGA (800 x 600) minimum
- 89-key keyboard
- Operating System:
  - Windows® 7 Professional 32 & 64
  - Windows® 8 Professional 32 & 64
  - Windows® 8.1 Professional 64
  - Windows® 10 Professional 64
- .Net Framework 4.5 or higher
- Processor: Intel Pentium 1.7 Ghz or faster processor
- Memory: 1 GB minimum
- Communication
  - Internal 802.11 b/g wireless LAN
  - Windows Wireless Connection Manager (if Bluetooth connection to the receiver is desired, Bluetooth v2.1 + EDR required)
- USB 2.0
- GPS receiver (required for the mapping and mobility module)
- Minimum of 2 GB of available hard drive space

Environmental Conditions

- Operating temperature:
  -4°F to +122°F (-20°C to +50°C)
- Storage temperature:
  -40°F to +185°F (-40°C to +85°C)
- Operating humidity: 5 to 95% non-condensing relative humidity

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1600 Alabama Highway 229
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800-633-8754 f 334-283-7293

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R900® Wall or Pit Meter Interface Unit (MIU)



Build Onto Your Existing Technology Investment

As part of Neptune's R900® System, the R900® meter interface unit (MIU) was designed for flexibility. Like its fellow system components, the R900 MIU works seamlessly with prior generations of equipment. At the same time, it allows your utility to incorporate innovations as you need. A single radio frequency unit that can transmit meter reading data using any reading method – mobile or fixed network – the R900 MIU never has to be reprogrammed. That makes migrating to new technologies simple whenever your utility is ready to implement them. When it's time to add new features or functionality, you can do it at your own pace, confident of continual system support without stranded assets.

Conserve Resources, Simplify Operations

With the pressures your utility faces, Neptune® knows you don't have time, personnel, water, or revenue to waste. That's why we designed the R900 MIU and the rest of the system for ease of use. In addition, the R900 MIU's interleaved, high-power, 1 Watt fixed network message reduces infrastructure costs while allowing reading in any mode – without separate reading systems, site visits, or any type of MIU reconfiguration. The R900 MIU provides fixed network transmission capability at all times, while it also transmits readings for walk-by or mobile methods. Making operations even easier, the user-friendly, intuitive R900 System design requires only minimal training, providing you flexibility to adapt to changes in your workforce and reallocate staff to different departments as needed.

Reduce Complaints, Delinquencies, And Write-Offs

Neptune's R900 MIU greatly improves access to meter readings, while delivering detailed consumption profile information as well as alerts for leak or backflow, helping your utility more proactively identify and resolve customers' questions. This accurate, timely data can be used to head off high bill complaints, reduce delinquent payments, and eliminate write-offs.

Because detailed data logging information from the last 96 days is always available, just waiting to be transmitted by the R900 MIU when needed, personnel can take care of a customer's issue then and there, in a single site visit. Not only can the data boost efficiency and customer service, but it will also help your utility make better-informed decisions going forward.

KEY BENEFITS

Facilitates Migration to AMI

- 1 Watt fixed network message reduces infrastructure costs
- Interleaved mobile and fixed network messages facilitate migration without changing the "modes" in the MIU

Reduces Non-Revenue Water

- Provides leak history/diagnostics
- Enables proactive leak notification
- Provides hourly consumption data
- Improves meter reading accuracy
- Eliminates estimated reads

Identifies Potential Theft

- Tamper detection
- Reverse flow detection
- Identifies significant periods of zero consumption

Simplifies Installation Process

- Easy to install/no programming required
- Reduces labor cost

Technical Specifications

Electrical Specifications

- MIU power: Lithium battery with capacitor

Transmitter Specifications

- Two-way MIU
- Transmit period (interleaved mobile and fixed network messages):
  - Standard mobile message every 14 seconds at 100 mW
  - Standard fixed network message every 7½ minutes at 1 Watt
- FCC verification: Part 15.247
  - Transmitter channels: 50; frequency-hopping, spread-spectrum
  - Channel frequency: 910 to 920 MHz
- Encoder register reading interval:
  - Every 15 minutes
- Data logging interval:
  - 96 days of hourly data

Environmental Conditions

- Operating temperature: -22°F to +149°F (-30°C to +65°C)
- Storage temperature: -40°F to +158°F (-40°C to +70°C)
- Operating humidity: 100% condensing

Antennas

- Wall MIU: standard internal antenna
- Pit MIU: standard through-the-lid antenna
  - 18" Coax
  - 6' Coax
  - 20' Coax

Encoded Register Compatibility

- Neptune ARB® V, ProRead™, ProCoder™, and E-CODER®
- Sensus ECR II, ICE, iPerl, Electronic Register and OMNI
- Hersey/Mueller Translator
- Badger ADE and HR E|LCD
- Elster/AMCO InVision (Sensus protocol version)

Options

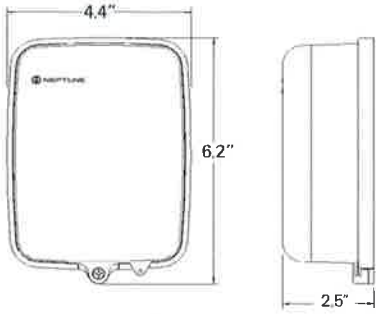
System Compatibility

- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

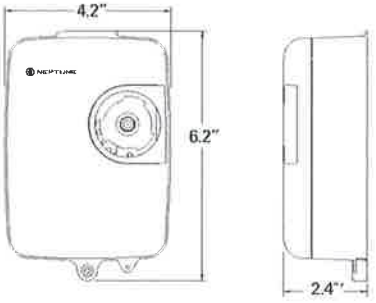
Warranty

20 years (10/10); refer to specific Warranty Statement

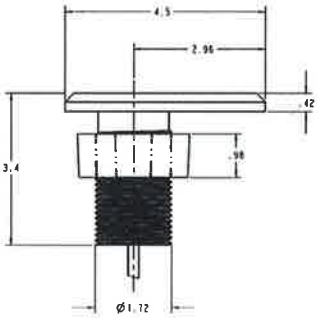
Dimensions



R900 Wall MIU



R900 Pit MIU



R900 Pit Antenna

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1600 Alabama Highway 229
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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

T-10® METER

SIZES: 1 ½" and 2"



Construction

Every Neptune® T-10® water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle has been time-proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

The T-10 water meter consists of three major assemblies: a register, a lead free, high-copper alloy maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant, lead-free, high-copper alloy maincase will withstand most service conditions: internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element protects the chamber from frost damage while the unique chamber seal extends the low-flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

Warranty

See Neptune Meter Warranty Statement for warranty details.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

KEY FEATURES

Register

- Magnetic-driven, low-torque registration ensures accuracy
- Impact-resistant register
- High-resolution, low-flow leak detection
- Bayonet-style register mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

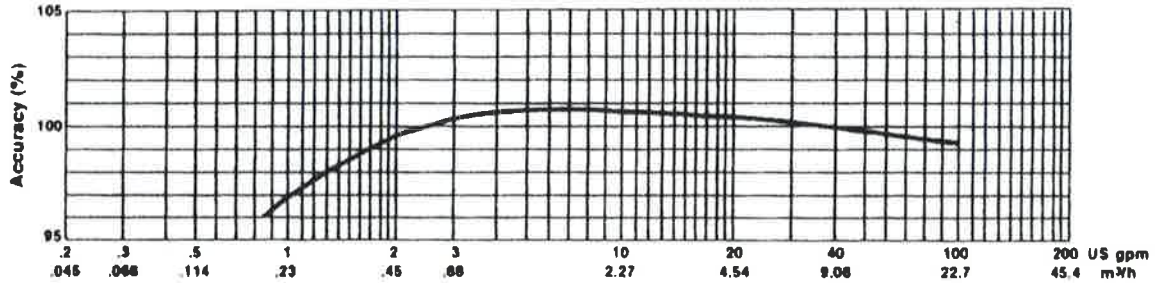
Lead Free Maincase

- Made from lead free, high-copper alloy
- NSF/ANSI 61 Certified
- NSF/ANSI 372 Certified
- Lifetime guarantee
- Resists internal pressure stresses and external damage
- Handles in-line piping variations and stresses
- Lead free, high-copper alloy provides residual value vs. plastic
- Electrical grounding continuity

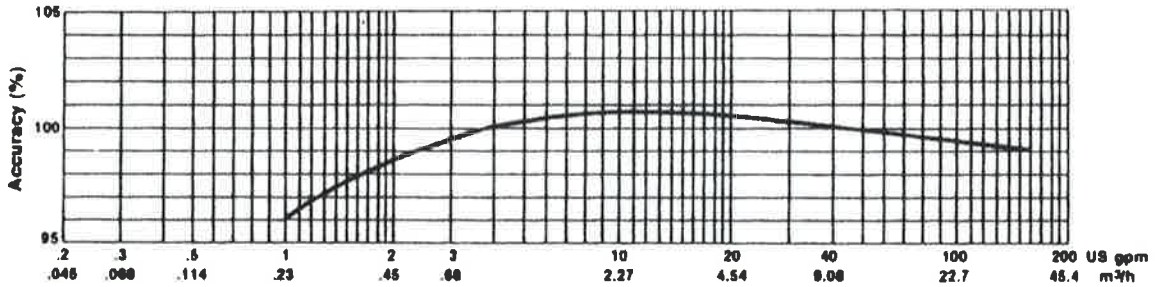
Nutating Disc Measuring Chamber

- Positive displacement
- Widest effective flow range for maximum revenue
- Proprietary polymer materials maximize long-term accuracy
- Floating chamber design is unaffected by meter position or in-line piping stresses

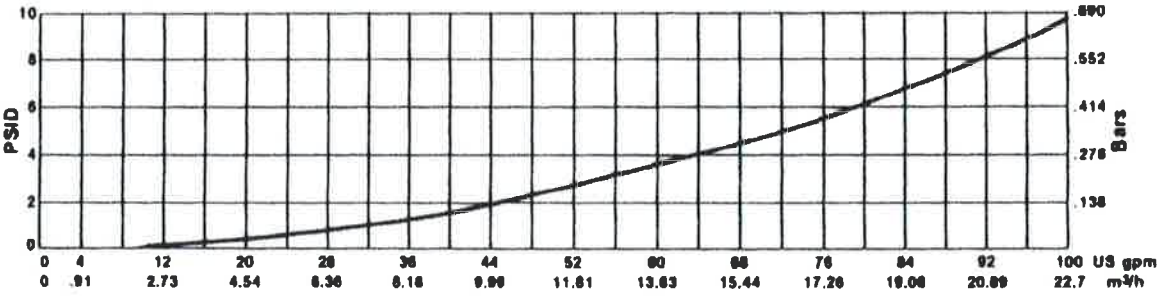
1 ½" Accuracy



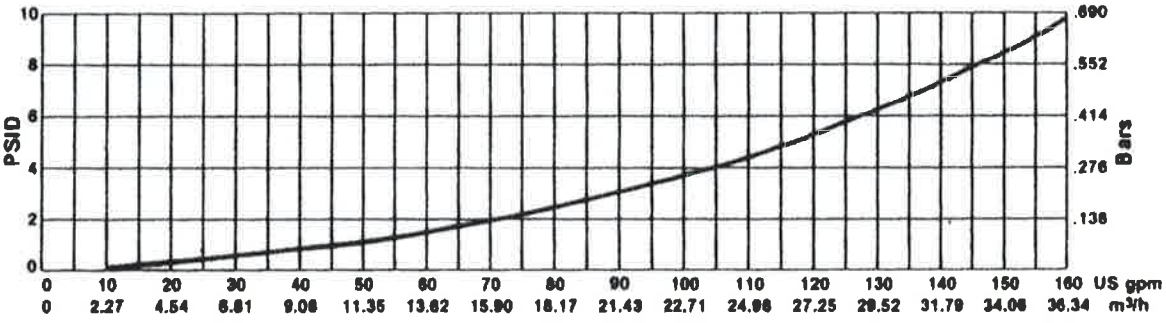
2" Accuracy



1 ½" Pressure Loss



2" Pressure Loss



These charts show typical meter performance. Individual results may vary.

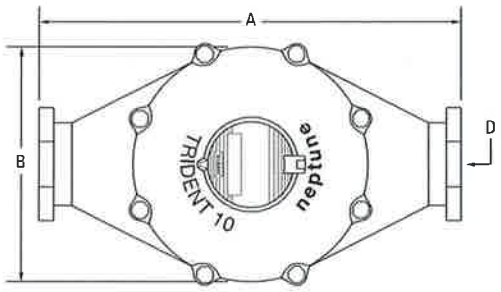
Operating Characteristics

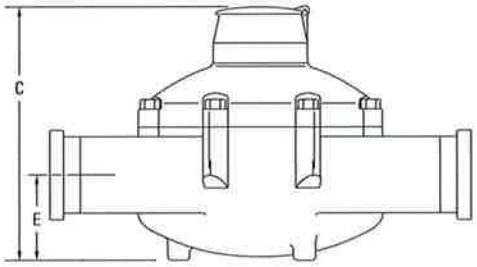
Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
1 ½"	2 to 100 US gpm 0.46 to 22.73 m³/h	5 to 100 US gpm 1.1 to 22.7 m³/h	¾ US gpm 0.17 m³/h
2"	2 ½ to 160 US gpm 0.57 to 36.36 m³/h	8 to 160 US gpm 1.8 to 36.3 m³/h	1 US gpm 0.23 m³/h

Dimensions

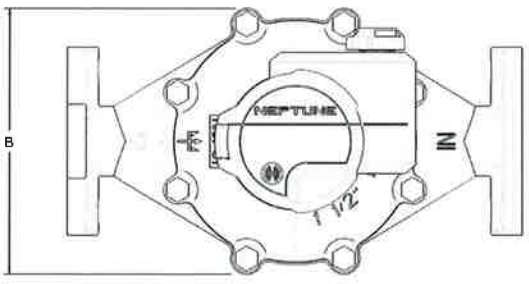
Meter Size	A in/mm	B in/mm	C-Std. in/mm	C-ARB in/mm	C- E-CODER®) R900i™ or ProCoder™) R900i™	D- Threads per inch	D- Thread Type	E in/mm	Weight lbs/kg
1 ½" Screw End	12 5/8 321	8 1/16 205	8 1/8 206	8 13/16 220.3	8 3/8 213	11 1/2	1 1/2 NPT	2 9/16 65	31 14.1
1 ½" Flanged End	13 330	8 1/16 205	8 1/8 206	8 13/16 220.3	8 3/8 213	—	—	2 9/16 65	35 15.9
2" Screw End	15 1/4 387	9 7/16 240	9 5/16 237	9 15/16 248.4	9 1/2 241	11 1/2	2" NPT	3 1/8 79	40 18.1
2" Flanged End	17 432	9 7/16 240	9 5/16 237	9 15/16 248.4	9 1/2 241	—	—	3 1/8 79	44 20.0

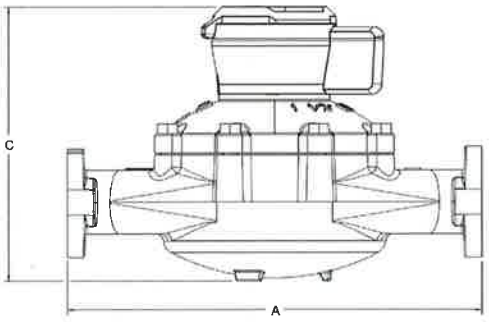
T-10 With Standard Register





T-10 With E-CODER®)R900i™ or ProCoder™)R900i™ Pit Register





Guaranteed Systems Compatibility

All T-10 meters are guaranteed adaptable to our ARB®V, ProRead™ (ARB VI), ProCoder™, E-CODER® (ARB VII), E-CODER®)R900*i*™,E-CODER®)R450*i*™, E-CODER®)L900*i*™, TRICON®/S, TRICON/E®3, and Neptune ARB® Utility Systems™ without removing the meter from service.

Specifications

Certification

- NSF/ANSI 61, NSF/ANSI 372

Application

- Cold water measurement of flow in one direction

Maximum Operating Water Pressure

- 150 psi (1,034 kPa)

Maximum Operating Water Temperature

- 80°F

Measuring Chamber

- Nutating disc technology design made from proprietary synthetic polymer

Registration

ProRead Registration (per sweep hand revolution)		**1 ½"**	**2"**
100	US Gallons	✓	✓
100	Imperial Gallons	✓	✓
10	Cubic Feet	✓	✓
1	Cubic Metre		✓
.01	Cubic Metre	✓	
Register Capacity ProRead, ProCoder, and E-CODER		**1 ½"**	**2"**
100,000,000	US Gallons	✓	✓
100,000,000	Imperial Gallons	✓	✓
10,000,000	Cubic Feet	✓	✓
100,000	Cubic Metres	✓*	
1,000,000	Cubic Metres	✓**	✓
E-CODER High Resolution (8-digit reading)		**1 ½"**	**2"**
1	US Gallons	✓	✓
1	Imperial Gallons	✓	✓
0.1	Cubic Feet	✓	✓
0.01	Cubic Metres		✓
0.001	Cubic Metres	✓	
ProCoder High Resolution (8-digit reading)		**1 ½"**	**2"**
1	US Gallons	✓	✓
1	Imperial Gallons	✓	✓
0.1	Cubic Feet	✓	✓
0.01	Cubic Metres	✓	✓

**ProRead and E-CODER only **ProCoder only*

Options

Sizes

- 1 ½" flanged or threaded end
- 2" flanged or threaded end

Units of Measure

- U.S. gallons, imperial gallons, cubic feet, cubic metres

Register Types

- Direct reading: Bronze box and cover
- Remote reading: ProRead Absolute Encoder, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3
- Reclaim

Measuring Chamber

- Synthetic polymer

Companion Flanges

- Lead free, high-copper alloy

Environmental Conditions

- Operating temperature: +33°F to +49°F (0°C to +65°C)
- Storage temperature:
- +33°F to +158°F (0°C to +70°C)

Test Ports

- 1" (optional)

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neptunetg.com

Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

R900® Belt Clip Transceiver

Automate Measurement to Activate Operational Efficiency

As part of the Neptune® R900® System, the R900® Belt Clip Transceiver (R900 BCT) is your utility personnel's partner in mobile meter reading and in-field customer support and is now iOS compatible.

The R900 BCT's two-way communications to the R900® MIU eliminate meter access issues and speed up retrieval of valuable data logging information – up to 96 days of historical hourly consumption data from an individual account. In addition, its exceptional radio frequency (RF) throughput reduces meter reading time, especially in high-density environments. Field personnel can even read R900s while performing maintenance or other tasks when taking advantage of the R900 BCT's unattended operations mode. These automated features ensure you collect accurate data that can be turned into meaningful information – to help improve accuracy, identify hidden causes of loss, and optimize the efficiency of your operations.

Move Ahead with Backward Compatibility and Forward Innovation

The R900 BCT, as with the rest of the Neptune R900 System, works with past generations of equipment while remaining flexible to incorporate innovations as needed. The R900 BCT maintains support to read previous generations of R900 MIUs yet introduces powerful software-defined radio (SDR) technology to support the new advanced two-way features of the R900 System. Now, the R900 BCT is capable of reading electric, bubble-up ERT® devices and processing SCM or SCM+ message files that these ERT devices transmit. This gives utilities the freedom of equipping with just the R900 BCT to read both water and electric meters.

So, go ahead and phase in new features and equipment at your own pace with confidence that Neptune will support your future needs without leaving you with stranded assets.

Present Consumption Data in the Field for Proactive Customer Service

Simplified access to critical information means your utility can provide even more proactive customer service. Pairing the R900 BCT with a handheld device or a mobile device running Neptune software, your personnel can maximize their efficiency in the field, with the flexibility to perform impromptu service calls and address customer service issues on-site without a separate truck roll[1]. With the data literally in hand, they can share data logging graph information with homeowners. This on-the-spot, on-site presentment of how much water they used and when, helps head off customer complaints regarding high water bills, reduce delinquencies, and avoid write-offs.



KEY BENEFITS

Increases meter reading efficiency

- Increased RF throughput capabilities which reduce reading time in high-density R900 environments
- Two-way communications to R900 MIU which reduces time required to retrieve data logging information
- Unattended operations mode allows utility personnel to read R900s while performing other non-meter-reading-related job functions

No stranded assets

- Compatible with all generations of R900 MIUs
- Probe compatibility with Advantage and Pocket ProReader
- Connects via Bluetooth to Trimble Nomad or Trimble Ranger for meter reading
- Connects via Bluetooth to Android or iOS mobile devices for in-field customer support
- Software-defined radio technology enables the R900 BCT to be updated for compatibility with future products

KEY BENEFITS CONTINUED

Reads ERT devices

- Compatible with Itron electric ERT technology (bubble-up ERTs only)
- Processes SCM and SCM+ message format

Analyze data at the source with either a smart phone or tablet

- Test-read R900s in the field or before installation to obtain reading and E-CODER® flag events
- Retrieve 96 days of hourly interval data logging information
- View graph of data logging intervals in the field
- Share data logging graph information with homeowner to address high bill complaints

[1]Contact Neptune Customer Support for the latest device and operating system compatibilities.

Specifications

Communication: Bluetooth 2.1 or later and USB

Handheld Software Compatibility: N_SIGHT® version 4.7 or later

Power Supply

- Rechargeable lithium-ion battery pack – 5000 mAh capacity
- Field-replaceable, recommended replacement every 2 years

Memory: 4GB SD card

Device Compatibility

- Trimble Nomad 900B/900LE/1050B/1050LE, Trimble Ranger 3, and Android/iOS mobile devices[1]

Indicators

- Four LEDs identify Bluetooth communication, RF status, mode status, and battery status

Dimensions

- Height: 3.58" (9.1 cm)
- Width: 1.66" (4.22 cm)
- Length: 5.75" (14.6 cm)

Weight: 1.1 lbs. (499g) including rechargeable battery

Temperature Range

- Operating: -4°F to +122°F (-20°C to +50°C)
- Storage: -40°F to +185°F (-40°C to +85°C)

Accessories

- Spare battery
- Spare battery charger
- Belt clip
- SD card
- 12V USB vehicle power cable

Warranty

- One-year comprehensive warranty
- Hardware maintenance contracts available

Receiver Channels: 50

Number of Simultaneous Channels: 8

Approvals

- FCC Class B
- IC

Mode Overview

	Normal	Unattended Operations	USB Mass Storage
Bluetooth Pairing to Devices	Required	N/A	No. Used for firmware updates and transfer of data via USB from SD card to Neptune software
Trimble Nomad 900B/900LE/ 1050B/1050LE Compatible	Yes	N/A	
iOS App Compatible	Yes	N/A	
Android App Compatible	Yes*	N/A	
R900 Compatible	Yes	Yes	
Advantage / Pocket ProReader Compatible	Yes	No	
Data Logging Compatible	Yes	No	
SD Card Data Storage	Yes	Yes	

**Advantage/Pocket ProReader and data logging not supported in Android NGO app.*

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Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

Fire Hydrant Meter

SIZE: 3"

The Neptune® Fire Hydrant water meter is designed for mobile use in metering flows from fire hydrants. The meter measures a wide flow range to maximize revenue. It meets or exceeds the latest performance requirements of AWWA. Maximum flow rates may be exceeded by 25% for intermittent flows.

The Fire Hydrant water meter consists of a lightweight, aluminum maincase fitted with a 2" gate valve, a turbine measuring element, and a roll-sealed register.

Construction

The aluminum maincase is Xylan® coated for corrosion resistance and is lightweight, compact, and easy to handle. This meter features a unique "balanced handle" which makes carrying and installing it easier than any other fire hydrant meter on the market. A 2" gate valve enables the user to regulate the water flow without opening and closing the fire hydrant.

The unitized measuring element (UME) allows for quick and easy interchangeability.

Exclusive dual graphite bearings provide equalized rotor loading for accuracy over a broad flow range. The thrust-compensated rotor configuration relieves pressure on the thrust bearings, which minimizes wear and provides sustained accuracy over an extended operating life. A tamper-resistant stainless steel calibration vane allows recalibration of the UME to lengthen service life and to ensure accurate registration.

The roll-sealed register eliminates leaking and fogging. A magnetic drive couples the register with the measuring element.

Warranty

Neptune provides a limited warranty with respect to its Fire Hydrant meters for performance, materials, and workmanship.

When desired, owner maintenance is easily accomplished by replacement of major components or a factory-calibrated UME.

KEY BENEFITS

Roll-Sealed Register

- Permanently-sealed, magnetic-driven register assembly eliminates leaking and fogging
- Locking register lid secures during transportation, protecting register lens
- Glass lens ensures readability and scratch resistance
- Tamperproof design prevents vandalism and allows in-service replacement of register

Cast Aluminum Maincase

- NSF/ANSI 372
- Xylan coating ensures maximum corrosion resistance
- Lightweight material ensures easy handling
- Single, balanced carrying handle provides for easy, one-person installation
- 2" gate valve allows safe pressurization of measuring element and regulation of water flow

Turbine Measuring Element

- Wide flow ranges at 98.5%-101.5% accuracy ensure maximized revenues
- Direct coupling of rotor to gear train ensures accurate registration
- UME makes maintenance easier and faster
- Stainless steel calibration vane ensures accurate registration and makes calibration easier

Specifications

Application

- Cold water measurement of flow in one direction

Maximum operating pressure

- 150 psi

Normal operation range

- 5-450 gpm (at accuracy of 100 +/- 1.5%)

Register type

- Direct reading, center sweep, roll-sealed magnetic drive with low-flow indicator
- Bronze box with locking cover

Strainer

- Plastic

Registration

- Per sweep hand revolution: 100 gallons, 10 cubic feet, 1 cubic metre

Register capacity (six-wheel odometer)

- 100,000,000 gallons
- 10,000,000 cubic feet
- 1,000,000 cubic metres

Measuring element

- AWWA Class II Turbine

Options

Size

- 2½" outlet (with 2½" gate valve)

Strainer

- Stainless steel (internal)

Orifice plate

- Size for application

Units of measure

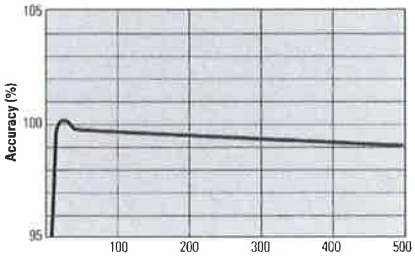
- U.S. gallons, cubic feet, cubic metres

Connections

- Less Coupling: 3" x 2" NPT
- With Coupling: 2½" NH

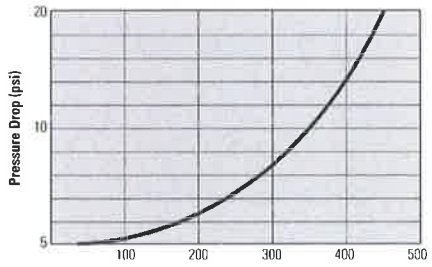
ACCURACY CHART

(Rate of Flow in Gallons per Minute)



PRESSURE LOSS CHART

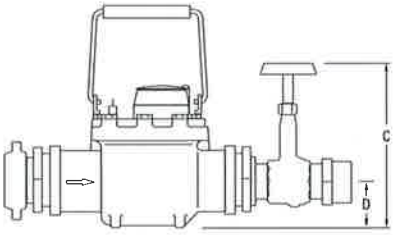
(Rate of Flow in Gallons per Minute)



These charts show typical meter performance. Individual results may vary.

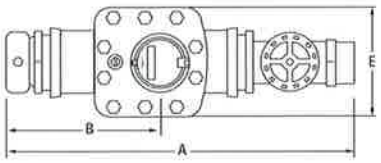
Operating Characteristics

Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	Maximum Intermittent Flow	AWWA Standard
3"	5 to 450 US gpm 1.14 to 102.2 m³/h	560 US gpm 127.2 m³/h	8 to 435 US gpm 1.8 to 98.8 m³/h



Dimensions

3" Fire Hydrant	A inches	B inches	C inches	D inches	E Inches	Weight lbs.
Less Coupling	15 ½	7 ½	11 ½	2 ⅞	7 ½	23
With Coupling	19 ¼	10	11 ½	2 ⅞	7 ½	29



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Neptune Technology Group
1600 Alabama Highway 229
Tallassee, AL 36078
800-633-8754 f 334-283-7293

MASTER AGREEMENT FOR
WATER METER AND METER READING
EQUIPMENT PURCHASES

EXHIBIT B
COST SCHEDULE

	A	B	C	D
1				
2			**City of Cocoa**	
3			**Sunstate Meter & Supply, Inc. - Neptune Products Price List**	
4				
5	**Warehouse Inventory #**	**Part Number**	**Item Description**	**Unit Price**
6	673-008-00005	ED2B31RWG3	5/8"x3/4" T10 PB Meter W/R900i Gallon Register	$ 180.00
7	673-606-00016	ED2B31RWG3S334	5/8"x3/4" T10 PB Meter W/R900i RECLAIMED Gallon Register	$ 180.00
8				
9		ED2D21RWG3	3/4" T10 BB Meter W/R900i Gallon Register	$ 209.00
10		ED2D21RWG3S334	3/4" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 209.00
11				
12	673-008-00006	ED2F21RWG3	1" T10 BB Meter W/R900i Gallon Register	$ 256.00
13	673-606-00017	ED2F21RWG3S334	1" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 256.00
14				
15	673-008-00007	ED2H11RWG3	1 1/2" T10 Flanged Meter W/R900i Gallon Register	$ 421.00
16	673-008-00017	ED2H21RWG3	1 1/2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 421.00
17				
18	673-008-00008	ED2J11RWG3	2" T10 Flanged Meter W/R900i Gallon Register	$ 545.00
19	673-008-00018	ED2J21RWG3	2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 545.00
20				
21		ET4HRWG3	1 1/2" HPT Meter W/R900i Gallon Register	$ 618.90
22		ET4HRWG3S334	1 1/2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 618.90
23				
24		ET4ARWG3	2" HPT Meter W/R900i Gallon Register	$ 620.00
25		ET4ARWG3S334	2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 620.00
26				
27		ET4BRWG3	3" HPT Meter W/R900i Gallon Register	$ 1,036.50
28		ET4BRWG3S334	3" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,036.50
29				
30		ET4CRWG3	4" HPT Meter W/R900i Gallon Register	$ 1,158.53
31		ET4CRWG3S334	4" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,188.53
32				
33		ET4DRWG3	6" HPT Meter W/R900i Gallon Register	$ 1,920.73
34		ET4DRWG3S334	6" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,920.73
35				
36		ET4ERWG3	8" HPT Meter W/R900i Gallon Register	$ 2,756.00
37		ET4ERWG3S334	8" HPT Meter W/R900i RECLAIMED Gallon Register	$ 2,756.00
38				
39		ET4FRWG3	10" HPT Meter W/R900i Gallon Register	$ 4,603.00

	A	B	C	D
40		ET4FRWG3S334	10" HPT Meter W/R900i RECLAIMED Gallon Register	$ 4,603.00
41				
42	673-008-00020	EC2ARWG3	2" Tru Flo Compound Meter W/R900i Gallon Register	$ 1,420.73
43		EC3BRWG3	3" Tru Flo Compound Meter W/R900i Gallon Register	$ 2,073.00
44		EC3CRWG3	4" Tru Flo Compound Meter W/R900i Gallon Register	$ 2,426.82
45		EC3DRWG3	6" Tru Flo Compound Meter W/R900i Gallon Register	$ 4,024.40
46				
47		EP7C1RWG3	4"x1" HPPIIIS FS Meter W/R900i Gallon Register	$ 6,529.41
48		EP7D1RWG3	6"x1 1/2" HPPIIIS FS Meter W/R900i Gallon Register	$ 10,588.25
49		EP7E1RWG3	8"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 13,235.30
50		EP7F1RWG3	10"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 16,441.76
51				
52		53120-600	2" DI Coated Flanged Meter Strainer	$ 267.20
53		53107-600	3" DI Coated Flanged Meter Strainer	$ 475.20
54		53107-700	4" DI Coated Flanged Meter Strainer	$ 568.00
55		52000-601	6" DI Coated Flanged Meter Strainer	$ 968.00
56		52000-704	8" DI Coated Flanged Meter Strainer	$ 2,200.00
57		52000-802	10" DI Coated Flanged Meter Strainer	$ 3,281.60
58				
59		53120-000	2" Bronze Flanged Meter Strainer	$ 403.65
60		53107-000	3" Bronze Flanged Meter Strainer	$ 717.07
61		53107-100	4" Bronze Flanged Meter Strainer	$ 1,250.00
62		52000-201	6" Bronze Flanged Meter Strainer	$ 1,887.00
63		52000-304	8" Bronze Flanged Meter Strainer	$ 3,165.85
64		52000-402	10" Bronze Flanged Meter Strainer	$ 4,951.20
65				
66		9605-001	2" Strainer Installation Acc. Kit	$ 15.60
67		9605-002	3" Strainer Installation Acc. Kit	$ 17.60
68		9605-003	4" Strainer Installation Acc. Kit	$ 30.40
69		9605-004	6" Strainer Installation Acc. Kit	$ 76.80
70		9605-005	8" Strainer Installation Acc. Kit	$ 92.80
71		9605-006	10" Strainer Installation Acc. Kit	$ 129.60
72				
73			5/8"x3/4" Mach 10 Meter W/ Pigtail	$ 180.00
74			5/8"x3/4" Mach 10 Meter W/ R900i Gallon Register	$ 286.60
75				
76			3/4" Mach 10 Meter W/ Pigtail	$ 200.00
77			3/4" Mach 10 Meter W/ R900i Gallon Register	$ 306.60
78				

	A	B	C	D
79			1" Mach 10 Meter W/ Pigtail	$ 240.00
80			1" Mach 10 Meter W/ R900i Gallon Register	$ 346.00
81				
82			1 1/2" Mach 10 Meter W/ Pigtail	$ 600.00
83			1 1/2" Mach 10 Meter W/ R900i Gallon Register	$ 706.60
84				
85			2" Mach 10 Meter W/ Pigtail	$ 733.00
86			2" Mach 10 Meter W/ R900i Gallon Register	$ 840.00
87				
88			3" Mach 10 Meter W/ Pigtail	$ 2,266.00
89			3" Mach 10 Meter W/ R900i Gallon Register	$ 2,376.00
90				
91			4" Mach 10 Meter W/ Pigtail	$ 2,930.00
92			4" Mach 10 Meter W/ R900i Gallon Register	$ 3,040.00
93				
94			6" Mach 10 Meter W/ Pigtail	$ 4,933.00
95			6" Mach 10 Meter W/ R900i Gallon Register	$ 5,040.00
96				
97	3W1143	ET2BR8G1	3" Fire Hydrant Meter Assy. W/Connections, Gate Valve, DR Gallon Register	$ 1,117.65
98				
99			Any Size/Model ProCoder Pit Style Gallon Register	$ 70.00
100			Any Size/Model Pit Style R900i Gallon Register	$ 159.00
101				
102			R900 Wall MIU - 25' Cable	$ 100.00
103			R900 Pit MIU - 6' Cable W/Pit Lid Antenna	$ 110.00
104	673-008-00014	13749-200	R900 Pit Lid Antenna - 6'	$ 25.00
105			R900 Pit Lid Antenna - 20'	$ 33.00
106			R900 High Gain External Pit Antenna W/6' Cable	$ 112.00
107				
108			AT&T Wall CMIU - 25' Cable (includes up to 10 years of cellular data)	$ 375.00
109			AT&T Pit CMIU - 6' Cable (includes up to 10 years of cellular data)	$ 406.25
110			Verizon Wall CMIU - 25' Cable (includes up to 10 years of cellular data)	$ 406.25
111			Verizon Pit CMIU - 6' Cable (includes up to 10 years of cellular data)	$ 466.00
112				
113			Trimble Ranger 3XE Handheld Data Collector W/HR2650i Receiver	$ 5,950.00
114			Trimble Ranger 3 Charging and Communications Cradle	$ 498.00
115			R900 Belt Clip Transceiver v3.0	$ 2,500.00
116			MRX920v4 Mobile Data Collector	$ 9,950.00
117			MRX920 Elevated Feed Magnetic Mount Mobile Antenna Assy. Complete	$ 127.90

	A	B	C	D
118			MRX920 Elevated Feed Magnetic Mount Base Only W/Cable	$ 99.80
119				
120			R900 Gateway V4 Fixed Network Data Collector	$ 7,000.00
121			R900 Gateway 150W Solar Panel Assembly	$ 3,125.00
122			R900 Gateway UPS Outdoor Power System Assembly	$ 1,975.00
123			R900 Gateway antenna	$ 362.50
124				
125			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (0-5,000 Customers)	$ 5,100.00
126			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (5,000-10,000 Customers per endpoint per year)	$ 1.02
127			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (10,000-20,000 Customers per endpoint per year)	$ 0.76
128			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (20,000-50,000 Customers per endpoint per year)	$ 0.64
129			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (50,000-100,000 Customers per endpoint per year)	$ 0.59
130			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (100,000 Customers per endpoint per year)	$ 0.51
131				
132			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (0-5,000 Customers)	$ 15,300.00
133			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (5,000-10,000 Customers per endpoint per year)	$ 3.06
134			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (10,000-20,000 Customers per endpoint per year)	$ 2.06
135			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (20,000-50,000 Customers per endpoint per year)	$ 1.89
136			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (50,000-100,000 Customers per endpoint per year)	$ 1.78
137			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (100,000 Customers per endpoint per year)	$ 1.02
138				
139			Neptune 360 Advanced Set-Up Fee (one-time fee)	$ 3,700.00
140			Neptune 360 Additional Remote Training (4-hour training window)	$ 852.00
141			Neptune 360 On-Site Training (8 hours)	$ 1,704.00
142			Neptune 360 Professional Services (per hour fee)	$ 433.00
143			***All parts per published parts price list Form U676-21 - Receive 20 % Discount from published price.***	
144				
145			**Initial Pricing Term Valid Until - August 16, 2021**	
146			(3) Optional one-year extensions available upon mutual consent of both parties.	
147				
148			***Sunstate Meter & Supply, Inc.***	
149			***14001 W. Newberry Road, Newberry, Fl. 32669***	
150			**Phone: 352-332-7106**	
151			**Fax: 352-332-5604**	
152			**Contact: Jeff Kimbrough - Director of Sales**	
153			**Cell Phone: 352-516-9791**	
154			**Email: jeff@kimbroughsales.com**	
155			*Jeff Kimbrough - 5/28/2020*	

MASTER AGREEMENT FOR
WATER METER AND METER READING
EQUIPMENT PURCHASES

EXHIBIT C
PRODUCT WARRANTY

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

E-CODER®)R900*i* ™

1. WARRANTY EFFECTIVE DATE
This warranty will be effective for any E-CODER®)R900*i*™ that has shipped since product introduction.

2. E-CODER)R900*i*
Neptune Technology Group Inc. warrants that the E-CODER)R900*i* (which includes a Neptune®-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "Date of Shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the E-CODER)R900*i* (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing E-CODER)R900*i* free of charge for the first ten (10) years and at a discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

Year of Failure	E-CODER)R900*i*
	Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

* Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement E-CODER)R900*i* registers are warranted for one (1) year after date of shipment or balance of original E-CODER)R900*i* warranty, whichever is greater.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.
This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to E-CODER)R900*i* Installation and Maintenance Guide). This warranty does not apply to any E-CODER)R900*i* that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ECODER)R900*i* register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE E-CODER)R900*i* IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE E-CODER)R900*i*. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE E-CODER)R900*i* ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN E-CODER)R900*i* AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE E-CODER) R900*i*. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

MRX920™ Mobile Data Collector

WARRANTY - HARDWARE

The warranty on the MRX920 mobile data collector unit is 12 months from shipment date. Warranty applies to the collector unit only and does not include the MX900™ software or accessories including cables, antenna, carrying case, etc. Warranty services provided during the warranty period are:

- Free repair (including parts and labor) of a unit defective in materials or workmanship[1], or replacement of the defective unit at Neptune's discretion
- Return shipment of repaired product via pre-paid ground service
- Repair turnaround of five days, excluding transit time
- Toll-free assistance provided by Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues

HARDWARE ENTITLEMENT (EXTENDED MAINTENANCE) CONTRACT

Entitlements, previously known as "extended maintenance contracts," are available from your authorized Neptune® sales representative. An entitlement contract covers the following services beyond the original 12-month hardware warranty described in the above section:

- Free repair of unit, including parts and labor[1]. Accessories and software excluded.
- Return shipment of repaired product is pre-paid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of five working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

NOT INCLUDED IN THE ENTITLEMENT CONTRACT:

- Accessories, e.g., rechargeable batteries, cables, antennas, USB flash drives, any peripherals, etc.
- MX900 software
- Equipment damaged by abuse or negligence or environmental damage such as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune does not repair or support a laptop, or other devices, provided by a third party

** MRX920 unit's normal wear and tear is not covered. Misuse of the unit or abuse automatically voids any warranty or entitlement contract.*

REPAIR NOTES:

- A Returned Material Authorization (RMA) number MUST accompany all incoming repairs. Email Neptune Customer Support at support@neptunetg.com to request an RMA.
- Customer pays all incoming shipment charges
- Repair turnaround time for units not under warranty or an entitlement contract is 20 working days from the receipt of purchase order, excluding transit time
- For out-of-warranty units and units without entitlement contracts, repair fee charged will be based on the cost of labor and material as assessed by Neptune

- All outgoing repairs are shipped ground service. Customer may request Priority Overnight return shipment at customer's own expense.
- Repair warranty is 90 days from shipment date

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WARRANTY – SOFTWARE
Please refer to the MX900 software warranty statement for additional terms and conditions.

WARRANTY – ACCESSORIES
Accessories are warranted against product defect or workmanship for 90 days from shipment date. Abuse and normal wear and tear excluded.

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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[1] Damages resulting from abuse and/or improper handling of the unit, as assessed by Neptune, will void the warranty and entitlement contract.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

ProCoder™)R900*i*™

1. WARRANTY EFFECTIVE DATE
This warranty will be effective for any ProCoder™)R900*i*™ that has shipped since product introduction.

2. PROCODER)R900*i*
Neptune Technology Group Inc. warrants that the ProCoder)R900*i* (which includes a Neptune-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "date of shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the ProCoder)R900*i* (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing ProCoder)R900*i* free of charge for the first ten (10) years and at a discount off of the then- current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

Year of Failure	ProCoder)R900*i* Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

*Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement ProCoder)R900*i* registers are warranted for one (1) year after date of shipment or balance of original ProCoder)R900*i* warranty, whichever is greater.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.
This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to ProCoder™)R900*i*™ Installation and Maintenance Guide). This warranty does not apply to any ProCoder)R900*i* that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ProCoder)R900*i* register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE PROCODER)R900*i* IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PROCODER)R900i . ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PROCODER)R900*i* ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATIONOR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH ISEXPRESSLY INTENDED TO EXCLUDE FROM

THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN PROCODER)R900*i* AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PROCODER)R900i. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACHOF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

R900® Meter Interface Unit (MIU)

I. WARRANTY EFFECTIVE DATE

This warranty will be effective for any R900® meter interface unit (MIU) that is shipped on or after October 1, 2004 (R900 v3 or later).

II. R900 METER INTERFACE UNIT

Neptune Technology Group Inc. warrants that the R900 MIU (the "MIU") (which includes a Neptune®-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "Date of Shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the MIU (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing MIU free of charge for the first ten (10) years and at discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

Year of Failure	R900 MIU
	Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

**Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement MIUs are warranted for one (1) year after date of shipment or balance of original MIU warranty, whichever is greater.*

III. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to *R900 Installation and Maintenance Guide*). This warranty does not apply to any MIU that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the R900 MIU's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE MIU IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MIU. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MIU ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN MIU AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MIU. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Neptune Fire Service Water Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune Fire Service Cold Water Meters, which include (1) the HP PROTECTUS® III Meter and; (2) HP Fire Service Turbine and; (3) Neptune Fire Hydrant Meter, Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Neptune Fire Service Cold Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, free from manufacturing defects in workmanship and material.

(a) Registers. Standard, roll sealed registers of the Neptune Fire Service Cold Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of 10 years. The performance of the Water Meters Pulser RM remote is guaranteed for 1 year from Date of Shipment. The ARB®, ProRead™ (ARB VI), and E-CODER™ (ARB VII) system registers are warranted for 10 years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(b) Meter Accuracy for Neptune Fire Service Cold Water Meters. Neptune Fire Service Cold Water Meters will perform, for a period of one (1) year from Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

2. WARRANTY RETURN

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such material shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE.

THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR.
If the Neptune Fire Service Cold Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Limited Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Neptune Fire Service Cold Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Neptune Fire Service Cold Water Meter is accompanied by a Material Return Authorization, and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective Neptune Fire Service Cold Water Meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.
The warranties set forth in this Certificate of Limited Warranty do not apply to any Neptune Fire Service Cold Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Neptune Fire Service Cold Water Meter's ability of performance, including but not limited to; misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Limited Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Limited Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this certificate of Limited Warranty, Neptune shall have the right to inspect any Neptune Fire Service Cold Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Neptune Fire Service Stainless Steel (S) Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune 's Fire Service Cold Water Meters, which include (1) the HP PROTECTUS® III S and HP Fire Service Turbine S, Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 09/01/2009:

The Neptune Fire Service Cold Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of water meters (that later date is referred to as "the Date of Shipment") and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, free from manufacturing defects in workmanship and material.

(a) Registers. Standard, roll-sealed registers of the Neptune Fire Service Cold Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB®, ProRead™ (ARB VI), and E-Coder® (ARB VII) system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five (5) years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(b) Meter Accuracy for Neptune Fire Service Cold Water Meters. Neptune Fire Service Cold Water Meters will perform, for a period of one (1) year from Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

(c) Stainless Steel Body. Neptune warrants that the stainless steel body shall remain free from corrosion due to exposure to normal environmental conditions for a period of twenty (20) years from the date of shipment (such period being the "Warranty Period"). For the purposes of this limited warranty, "corrosion" is defined as [through-wall penetration of the stainless steel body]. Neptune will, at its option, repair or replace a corrosion defect free of charge for the first (10) years and at a prorated replacement cost of the current list price during the remaining ten (10) years per the table.

Year of Failure	Body Replacement Cost
1-10	Full replacement
11	20%
12	40%
13	60%
14	80%
15-20	90%

* Replacement cost percentages will be applied towards published list prices in effect for the year product is accepted by Neptune under warranty conditions. Replacement bodies are warranted for one (1) year after date of shipment or original body warranty, whichever is greater.

(d) Meter Accuracy for Neptune HP Protectus III S T-10 bypass meter. Neptune HP PROTECTUS III S T-10 bypass meter is warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the HP PROTECTUS III S T-10 bypass meter will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
1"	3/8 US gpm @ 95%, 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 ½"	¾ US gpm @ 95%, 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95%, 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

2. WARRANTY RETURN

If a Neptune water meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such material shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE.

THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR.

If the Neptune Fire Service Cold Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Limited Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Neptune Fire Service Cold Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Neptune Fire Service Cold Water Meter is accompanied by a Material Return Authorization, and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective Neptune Fire Service Cold Water Meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

The warranties set forth in this Certificate of Limited Warranty do not apply to any Neptune Fire Service Cold Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Neptune Fire Service Cold Water Meter's ability of performance, including but not limited to; misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Limited Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Limited Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this certificate of Limited Warranty, Neptune shall have the right to inspect any Neptune Fire Service Cold Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

ProRead™/E-CODER®/ProCoder™ Encoder Warranty Statement

ARB® UTILITY MANAGEMENT SYSTEMS™

Products Covered

This warranty shall apply to the ProRead™ absolute encoder, E-CODER® solid state absolute encoder register, and ProCoder™ absolute encoder register, hereinafter referred to as "Product", sold by Neptune Technology Group Inc. The warranty is extended only to utilities, municipalities, other commercial users, and authorized distributors, hereinafter referred to as "Customer", and does NOT apply to consumers.

Materials and workmanship

Neptune Technology Group Inc. ("Neptune®") warrants that the product shall be free from defects in manufacture and design for a period of ten (10) years from the date of shipment (such period being the "Warranty Period") when installed, serviced and operated according to Neptune's instructions. Neptune shall not be responsible for any defects in the product (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing product free of charge for ten (10) years.

Warranties are inapplicable under certain conditions

This warranty does not include field replacement labor or materials costs, which are the responsibility of the Customer. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; is converted, altered or connected by other than Neptune recommended procedures; is used with other than genuine Neptune components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to *Encoder Quick Install Guide*). This warranty does not apply to any Product that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Product's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PRODUCT. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PRODUCT ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH THE PRODUCT AFTER THIS POINT ARE CUSTOMER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV REGISTERED FIRM

Encoder Compatibility Guarantee
Automatic Reading and Billing (ARB®) System (ARB V, ProRead, E-CODER, and ProCoder)

ARB® UTILITY MANAGEMENT SYSTEMS™

With the purchase of the ARB encoder metering system, Neptune will provide the assurance that the ARB System purchased today can be expanded from reading with Neptune handheld devices to reading with Neptune mobile products and fixed network systems.

Guarantee of Compatibility

The Pocket ProReader RF, Advantage Probe, R900®, E-CODER®)R900*i*™, ProCoder)R900*i*, DAP handhelds (PC9300, 9800 & CE5320B) and Neptune mobile systems are designed and built by Neptune. This guarantees the utility compatibility between these systems and the ARB encoder registers.

For Probed Reads: When reading ARB encoders with the Pocket ProReader RF, Advantage Probe, or DAP handhelds (PC9300, 9800 and CE5320B), Neptune guarantees that the meter reading obtained will match the mechanical odometer reading.

For RF Reads: When reading ARB encoders connected to an R900 where the R900 reads a ProRead or ARB V encoder hourly, or in the case of E-CODER or ProCoder where the R900 reads the E-CODER or ProCoder every 15 minutes, Neptune guarantees the encoder reading and the remote reading will match upon manual activation of the R900 with a magnet to force an immediate read and transmission. In the event of the E-CODER)R900*i* or ProCoder)R900*i* where the R900 transmission is updated every 15 minutes, Neptune will guarantee the encoder reading and remote reading to match upon this update.

Damage Guarantee

The Pocket ProReader RF, Advantage Probe, R900, E-CODER)R900*i*, ProCoder)R900*i*, DAP handhelds (PC9300 & 9800, CE5320B) and Neptune mobile systems are warranted against causing damage to any ARB encoder register during interrogation. If it is found that the Pocket ProReader RF, Advantage Probe, R900, DAP handhelds (PC9300 & 9800, CE5320B) or Neptune mobile systems caused damage to an ARB encoder register during interrogation, Neptune will either repair or replace the register at no charge to the utility.

If there are any questions concerning this Meter & Reading Information Systems Guarantee, please write to: Manager of Consumer Relations, Neptune Technology Group Inc., 1600 Alabama Hwy. 229, Tallassee, Alabama 36078.

If a Neptune water meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such materials shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards. This guarantee is void if components have not been maintained or installed according to Neptune installation and maintenance guidelines, or are otherwise damaged or defective. The accuracy guarantee will not apply where a properly formatted electronic meter reading cannot be obtained on six-digit encoders. The last digit will be displayed only as a zero (0) or five (5) when read remotely. As part of the encoder technology, the electronic reading from the R900 is guaranteed to match the reading on the encoder register upon manual activation of the R900 with a magnet to force an immediate read and transmission (one per hour). System damage as a result of vandalism or acts of God are not covered. Additional warranties may also apply to individual system components. Neptune's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Neptune's liability shall in no event exceed the purchase price. Neptune shall not be subject to and disclaims the following: (1) any other obligations or liabilities arising out of breach of contract or of warranty; (2) any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold or services rendered by Neptune, or any undertakings, acts, or omissions relating thereto; and (3) all consequential, incidental, special, multiple, exemplary, and punitive damages whatsoever.

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV REGISTERED FIRM

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

MACH 10® Ultrasonic Meter

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune® MACH 10® water meter ("MACH 10"), Neptune Technology Group Inc. ("Neptune") warrants that for meters sold after 02/01/2019 for potable water or combined potable water and residential fire service applications the MACH 10 meter will be warranted to be free from manufacturing defects in workmanship and material as follows:

The MACH 10 will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from a Neptune-authorized distributor of water meters (that later date is referred to as "the Date of Shipment"), and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material. Neptune makes the following additional warranties with respect to certain MACH 10 components, dependent upon the size of meter:

Year of Failure	MACH 10®
	Replacement Price Discount*
1-10	Full replacement 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

a) Lead Free Bronze Maincase

i) 5/8" – 1" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for twenty (20) years from the Date of Shipment.

ii) 1½" – 2" MACH 10

Neptune warrants that the MACH 10 lead free bronze maincase will be free from manufacturing defects in workmanship and material for ten (10) years from the Date of Shipment.

b) Electronics (Battery, PCB, Transducers, LCD)

i) 5/8" – 1" MACH 10

Neptune warrants that the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of twenty (20) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge for the first ten (10) years and at a discount of the then-current contract price, or the then-current list price, whichever is less, during the following ten (10) years per the following table. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

ii) 1½" – 2" MACH 10

Neptune warrants the electronics of the MACH 10 will be free from manufacturing defects in workmanship and material for a period of ten (10) years from the Date of Shipment. Neptune will repair or replace a non-performing MACH 10 free of charge during the ten (10) year Warranty Period. The MACH 10 warranty does not include the external housing that encapsulates the electronics.

With respect to Section 1 and subparts a) and b), the period from the Date of Shipment to the expiration of the specified time period is the "Warranty Period" with respect to each specified component. Neptune shall not be responsible for any defects in the MACH 10 or any specified component (whether due to design, materials, manufacture, or otherwise) that manifest themselves after the expiration of the specified Warranty Period.

2. MACH 10 METER ACCURACY

Provided that the MACH 10 meter and the components specified in Section 1 and subparts a) and b) are functioning properly (regardless of whether the MACH 10 meter and specified components are within or outside an applicable Warranty Period), Neptune makes the following warranties with respect to meter accuracy, dependent upon the size of meter:

i) 5/8" – 1" MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of ±1.5% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of ±3% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for twenty (20) years from Date of Shipment.

ii) 1 1/2" – 2" MACH 10

Neptune MACH 10 meters are warranted to meet or exceed meter accuracy of ±1.5% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from date of shipment. Neptune further warrants the MACH 10 to meet or exceed extended low flow accuracy of ±3% for the published ranges set forth in Neptune's current product sheet in existence at the time of the Date of Shipment of the MACH 10 meter for ten (10) years from Date of Shipment.

3. WARRANTY RETURNS

If a Neptune MACH 10 meter fails an accuracy test during an applicable Warranty Period, it may be returned to Neptune for evaluation. Any MACH 10 meter proved to the satisfaction of Neptune to have failed the warranties set forth in this Certificate of Warranty will, at the option of Neptune, be repaired or replaced at no cost to the customer. An accuracy test shall be conducted by the customer according to then-current AWWA testing standards. Any meter being returned for repair to Neptune under this performance warranty must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet Neptune's published accuracy specifications, then the customer will be charged a nominal testing fee by Neptune in such cases. If after the meter has been tested by Neptune, Neptune determines that the meter has failed the warranties set forth in this Certificate of Warranty, then Neptune will repair or replace the meter at Neptune's option. Repaired or replacement MACH 10 meters are warranted for one (1) year after Date of Shipment of the repaired or replacement MACH 10 meter or the balance of the original MACH 10 meter warranty, whichever is greater.

4. RESPONSIBILITY LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the MACH 10 fails to meet the warranties set forth in Sections 1 and 2 of this Certificate of Warranty, then Neptune, at its option shall repair or replace the MACH 10 or part thereof, provided that (a) the MACH 10 is delivered to a Neptune representative, (b) the MACH 10 is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the MACH 10. Neptune's liability is limited to its

costs of replacement and repair of the non-performing MACH 10, and without limitation, this warranty does not include field replacement, labor, or materials costs, which are the responsibility of the customer. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any MACH 10 meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ability of the MACH 10 to perform, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; or acts of God. This Certificate of Warranty shall not apply if the product is placed in a non-recommended installation, is connected or altered by other than Neptune recommended procedures or is read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third-party reading systems. In addition, this Certificate of Warranty shall not apply if third-party reading equipment is believed to have caused damage to the MACH 10. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any MACH 10 meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

THE ABOVE WARRANTY FOR THE MACH 10 WATER METER IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MACH 10. **ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MACH 10 ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH A MACH 10 WATER METER AFTER THIS POINT SHALL BE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MACH 10 WATER METER. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Neptune T-10, HP Turbine, TRU/FLO® Compound Cold Water Meters Warranty

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune T-10, HP TURBINE, TRU/FLO ® Compound Water Meters (collectively the "Water Meters"), Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of eighteen (18) months from the Date of Shipment, or twelve (12) months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material.

(a) Maincase. The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the Water Meter.

(b) Frost Protection. All Neptune T-10 Cold Water Meters shipped with a synthetic polymer or cast iron bottom cap will, commencing upon the Date of Shipment, be warranted against chamber damage for a period of ten (10) years.

(c) Registers. Standard, roll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB ®, ProRead™ (ARB VI), E-CODER® (ARB VII), and ProCoder™ system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001 shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(d) Meter Accuracy for Neptune T-10. Neptune T-10 Meters and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters are warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 5/8", 3/4" and 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the Neptune T-10 and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

(e) Meter Accuracy for HP Turbine and TRU/FLO. The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
5/8 & 5/8" x 3/4"	1/8 US gpm @ 95% 5 years or 500,000 gallons	500,000 gallons	1,500,000 gallons
3/4"	1/4 US gpm @ 95% 5 years or 750,000 gallons	750,000 gallons	2,250,000 gallons
1"	3/8 US gpm @ 95% 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 1/2"	3/4 US gpm@ 95% 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95% 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

2. WARRANTY RETURN

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. WARRANTIES ARE EXCLUSIVE

The warranties set forth in this certificate of warranty are in lieu of any other warranty, guarantee, or representation, whether expressed or implied, including without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose.

4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR

If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective water meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

The warranties set forth in this Certificate of Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Water Meter's ability of performance, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components, or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

R900® Gateway Warranty Statement

ARB® UTILITY MANAGEMENT SYSTEMS™

Warranty

The warranty on the R900® Gateway data collector system components is 12 months from shipment date. Warranty services provided during warranty period are:

- For a unit defective in materials or workmanship, free repair (including parts and labor), or at Neptune's discretion, replacement of the defective unit
- Return shipment of repaired product via prepaid ground service
- Toll-free assistance at Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues
- Repair turnaround time of 10 working days, excluding transit time

NOT included in the Warranty:

- Battery
- Cables and hardware
- Equipment damaged by abuse or negligence, or environmental damage as a fault of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- USB flash drives
- Antennas

Extended Maintenance Contract Services:

Maintenance contracts are available from your authorized Neptune Sales representative. Maintenance contract services during the extended period include:

- Free repair of unit, including parts and labor
- Return shipment of repaired product is prepaid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of 10 working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

NOT included in Extended Maintenance Contract Services:

- Batteries
- Cables and miscellaneous hardware
- Equipment damaged by abuse or negligence or environmental damage as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units
- Neptune disclaims any implied warranties, including the implied warranties of merchantability and fitness for a particular purpose
- Antennas
- USB flash drive

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV REGISTERED FIRM

Repair Notes:

A Return Material Authorization (RMA) number MUST accompany all incoming repairs.
This RMA number may be obtained by calling Customer Support at 1-800-647-4832.

- Customer pays all incoming shipment charges
- All outgoing repairs are shipped ground service
- Requested Priority Overnight return shipment is paid by the customer
- Repair warranty is 90 days from shipment date
- Warranty and maintenance contract repair turnaround time of 10 working days, excluding transit time
- Non-warranty and non-maintenance contract repair turnaround time of 20 working days, excluding transit time

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARB® UTILITY MANAGEMENT SYSTEMS™

NEPTUNE TECHNOLOGY GROUP INC.

ISO 9001 DNV REGISTERED FIRM

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RESOLUTION NO. 2020-217

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this Resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase or public improvement described in Exhibit "A" would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

SECTION 1. The purchase or public improvement described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this Resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 13th day of October, 2020.

_____

ATTEST: JAKE WILLIAMS, JR., MAYOR

_____

CARIE SHEALY, MMC, CITY CLERK

EXHIBIT "A"

To Resolution No. 2020-217

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of purchasing Neptune meters and related parts from Sunstate Meter and Supply, Inc., 14001 W. Newberry Road, Newberry, FL.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

_____

Stockton Whitten, City Manager

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

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

	A	B	C	D
1				
2			**City of Cocoa**	
3			**Sunstate Meter & Supply, Inc. - Neptune Products Price List**	
4				
5	**Warehouse Inventory #**	**Part Number**	**Item Description**	**Unit Price**
6	673-008-00005	ED2B31RWG3	5/8"x3/4" T10 PB Meter W/R900i Gallon Register	$ 180.00
7	673-606-00016	ED2B31RWG3S334	5/8"x3/4" T10 PB Meter W/R900i RECLAIMED Gallon Register	$ 180.00
8				
9		ED2D21RWG3	3/4" T10 BB Meter W/R900i Gallon Register	$ 209.00
10		ED2D21RWG3S334	3/4" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 209.00
11				
12	673-008-00006	ED2F21RWG3	1" T10 BB Meter W/R900i Gallon Register	$ 256.00
13	673-606-00017	ED2F21RWG3S334	1" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 256.00
14				
15	673-008-00007	ED2H11RWG3	1 1/2" T10 Flanged Meter W/R900i Gallon Register	$ 421.00
16	673-008-00017	ED2H21RWG3	1 1/2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 421.00
17				
18	673-008-00008	ED2J11RWG3	2" T10 Flanged Meter W/R900i Gallon Register	$ 545.00
19	673-008-00018	ED2J21RWG3	2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 545.00
20				
21		ET4HRWG3	1 1/2" HPT Meter W/R900i Gallon Register	$ 618.90
22		ET4HRWG3S334	1 1/2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 618.90
23				
24		ET4ARWG3	2" HPT Meter W/R900i Gallon Register	$ 620.00
25		ET4ARWG3S334	2" HPT Meter W/R900i RECLAIMED Gallon Register	$ 620.00
26				
27		ET4BRWG3	3" HPT Meter W/R900i Gallon Register	$ 1,036.50
28		ET4BRWG3S334	3" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,036.50
29				
30		ET4CRWG3	4" HPT Meter W/R900i Gallon Register	$ 1,158.53
31		ET4CRWG3S334	4" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,188.53
32				
33		ET4DRWG3	6" HPT Meter W/R900i Gallon Register	$ 1,920.73
34		ET4DRWG3S334	6" HPT Meter W/R900i RECLAIMED Gallon Register	$ 1,920.73
35				
36		ET4ERWG3	8" HPT Meter W/R900i Gallon Register	$ 2,756.00
37		ET4ERWG3S334	8" HPT Meter W/R900i RECLAIMED Gallon Register	$ 2,756.00
38				
39		ET4FRWG3	10" HPT Meter W/R900i Gallon Register	$ 4,603.00

	A	B	C	D
40		ET4FRWG3S334	10" HPT Meter W/R900i RECLAIMED Gallon Register	$ 4,603.00
41				
42	673-008-00020	EC2ARWG3	2" Tru Flo Compound Meter W/R900i Gallon Register	$ 1,420.73
43		EC3BRWG3	3" Tru Flo Compound Meter W/R900i Gallon Register	$ 2,073.00
44		EC3CRWG3	4" Tru Flo Compound Meter W/R900i Gallon Register	$ 2,426.82
45		EC3DRWG3	6" Tru Flo Compound Meter W/R900i Gallon Register	$ 4,024.40
46				
47		EP7C1RWG3	4"x1" HPPIIIS FS Meter W/R900i Gallon Register	$ 6,529.41
48		EP7D1RWG3	6"x1 1/2" HPPIIIS FS Meter W/R900i Gallon Register	$ 10,588.25
49		EP7E1RWG3	8"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 13,235.30
50		EP7F1RWG3	10"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 16,441.76
51				
52		53120-600	2" DI Coated Flanged Meter Strainer	$ 267.20
53		53107-600	3" DI Coated Flanged Meter Strainer	$ 475.20
54		53107-700	4" DI Coated Flanged Meter Strainer	$ 568.00
55		52000-601	6" DI Coated Flanged Meter Strainer	$ 968.00
56		52000-704	8" DI Coated Flanged Meter Strainer	$ 2,200.00
57		52000-802	10" DI Coated Flanged Meter Strainer	$ 3,281.60
58				
59		53120-000	2" Bronze Flanged Meter Strainer	$ 403.65
60		53107-000	3" Bronze Flanged Meter Strainer	$ 717.07
61		53107-100	4" Bronze Flanged Meter Strainer	$ 1,250.00
62		52000-201	6" Bronze Flanged Meter Strainer	$ 1,887.00
63		52000-304	8" Bronze Flanged Meter Strainer	$ 3,165.85
64		52000-402	10" Bronze Flanged Meter Strainer	$ 4,951.20
65				
66		9605-001	2" Strainer Installation Acc. Kit	$ 15.60
67		9605-002	3" Strainer Installation Acc. Kit	$ 17.60
68		9605-003	4" Strainer Installation Acc. Kit	$ 30.40
69		9605-004	6" Strainer Installation Acc. Kit	$ 76.80
70		9605-005	8" Strainer Installation Acc. Kit	$ 92.80
71		9605-006	10" Strainer Installation Acc. Kit	$ 129.60
72				
73			5/8"x3/4" Mach 10 Meter W/ Pigtail	$ 180.00
74			5/8"x3/4" Mach 10 Meter W/ R900i Gallon Register	$ 286.60
75				
76			3/4" Mach 10 Meter W/ Pigtail	$ 200.00
77			3/4" Mach 10 Meter W/ R900i Gallon Register	$ 306.60
78				

	A	B	C	D
79			1" Mach 10 Meter W/ Pigtail	$ 240.00
80			1" Mach 10 Meter W/ R900i Gallon Register	$ 346.00
81				
82			1 1/2" Mach 10 Meter W/ Pigtail	$ 600.00
83			1 1/2" Mach 10 Meter W/ R900i Gallon Register	$ 706.60
84				
85			2" Mach 10 Meter W/ Pigtail	$ 733.00
86			2" Mach 10 Meter W/ R900i Gallon Register	$ 840.00
87				
88			3" Mach 10 Meter W/ Pigtail	$ 2,266.00
89			3" Mach 10 Meter W/ R900i Gallon Register	$ 2,376.00
90				
91			4" Mach 10 Meter W/ Pigtail	$ 2,930.00
92			4" Mach 10 Meter W/ R900i Gallon Register	$ 3,040.00
93				
94			6" Mach 10 Meter W/ Pigtail	$ 4,933.00
95			6" Mach 10 Meter W/ R900i Gallon Register	$ 5,040.00
96				
97	3W1143	ET2BR8G1	3" Fire Hydrant Meter Assy. W/Connections, Gate Valve, DR Gallon Register	$ 1,117.65
98				
99			Any Size/Model ProCoder Pit Style Gallon Register	$ 70.00
100			Any Size/Model Pit Style R900i Gallon Register	$ 159.00
101				
102			R900 Wall MIU - 25' Cable	$ 100.00
103			R900 Pit MIU - 6' Cable W/Pit Lid Antenna	$ 110.00
104	673-008-00014	13749-200	R900 Pit Lid Antenna - 6'	$ 25.00
105			R900 Pit Lid Antenna - 20'	$ 33.00
106			R900 High Gain External Pit Antenna W/6' Cable	$ 112.00
107				
108			AT&T Wall CMIU - 25' Cable (includes up to 10 years of cellular data)	$ 375.00
109			AT&T Pit CMIU - 6' Cable (includes up to 10 years of cellular data)	$ 406.25
110			Verizon Wall CMIU - 25' Cable (includes up to 10 years of cellular data)	$ 406.25
111			Verizon Pit CMIU - 6' Cable (includes up to 10 years of cellular data)	$ 466.00
112				
113			Trimble Ranger 3XE Handheld Data Collector W/HR2650i Receiver	$ 5,950.00
114			Trimble Ranger 3 Charging and Communications Cradle	$ 498.00
115			R900 Belt Clip Transceiver v3.0	$ 2,500.00
116			MRX920v4 Mobile Data Collector	$ 9,950.00
117			MRX920 Elevated Feed Magnetic Mount Mobile Antenna Assy. Complete	$ 127.90

	A	B	C	D
118			MRX920 Elevated Feed Magnetic Mount Base Only W/Cable	$ 99.80
119				
120			R900 Gateway V4 Fixed Network Data Collector	$ 7,000.00
121			R900 Gateway 150W Solar Panel Assembly	$ 3,125.00
122			R900 Gateway UPS Outdoor Power System Assembly	$ 1,975.00
123			R900 Gateway antenna	$ 362.50
124				
125			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (0-5,000 Customers)	$ 5,100.00
126			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (5,000-10,000 Customers per endpoint per year)	$ 1.02
127			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (10,000-20,000 Customers per endpoint per year)	$ 0.76
128			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (20,000-50,000 Customers per endpoint per year)	$ 0.64
129			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (50,000-100,000 Customers per endpoint per year)	$ 0.59
130			Neptune 360 Advanced Module Annual SaaS Subsription - AMR (100,000 Customers per endpoint per year)	$ 0.51
131				
132			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (0-5,000 Customers)	$ 15,300.00
133			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (5,000-10,000 Customers per endpoint per year)	$ 3.06
134			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (10,000-20,000 Customers per endpoint per year)	$ 2.06
135			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (20,000-50,000 Customers per endpoint per year)	$ 1.89
136			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (50,000-100,000 Customers per endpoint per year)	$ 1.78
137			Neptune 360 Advanced Module Annual SaaS Subsription - AMI (100,000 Customers per endpoint per year)	$ 1.02
138				
139			Neptune 360 Advanced Set-Up Fee (one-time fee)	$ 3,700.00
140			Neptune 360 Additional Remote Training (4-hour training window)	$ 852.00
141			Neptune 360 On-Site Training (8 hours)	$ 1,704.00
142			Neptune 360 Professional Services (per hour fee)	$ 433.00
143			***All parts per published parts price list Form U676-21 - Receive 20 % Discount from published price.***	
144				
145			**Initial Pricing Term Valid Until - August 16, 2021**	
146			(3) Optional one-year extensions available upon mutual consent of both parties.	
147				
148			***Sunstate Meter & Supply, Inc.***	
149			***14001 W. Newberry Road, Newberry, Fl. 32669***	
150			**Phone: 352-332-7106**	
151			**Fax: 352-332-5604**	
152			**Contact: Jeff Kimbrough - Director of Sales**	
153			**Cell Phone: 352-516-9791**	
154			**Email: jeff@kimbroughsales.com**	
155			*Jeff Kimbrough - 5/28/2020*	

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Fax: (321) 433-8860

August 24, 2021

Sunstate Meter & Supply, Inc.
14001 W. Newberry Road
Newberry, FL 32669

Attn: Keith Ellenburg, President

Reference: Master Agreement for Water Meter and Meter Reading Equipment Purchases

Dear Mr. Ellenburg:

The Master Agreement for Water Meter and Meter Reading Equipment Purchases expired on August 16, 2021. The City of Cocoa would like to renew the contract for the 1st of three renewal options available under the contract terms, for an additional 12-month period at the same terms and conditions. Please complete the attached 1st Amendment to Purchase Agreement form if, your organization 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 Diane Kozlak, dkozlak@cocoafl.org. Please return the executed Amendment to Purchase Agreement form via email to the email address listed above at your earliest convenience to ensure no disruption in service. We look forward to hearing from you.

Sincerely,

Diane Kozlak
Senior Buyer & Contracts Agent

CC: Rebecca Bowman, MBA, CGFO, CGFM
Finance Director

Encls

City of Cocoa

AMENDMENT TO PURCHASE AGREEMENT

1st AMENDMENT
MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

This FIRST Amendment to the purchase agreement for Master Agreement for Water Meter and Meter Reading Equipment Purchases is made and entered into as of August 24, 2021 by and between the **City of Cocoa** and **Sunstate Meter & Supply, Inc., 14001 W. Newberry Road, Newberry, FL 32669.**

The agreement entered into on October 13, 2020, is hereby amended to renew for the 1st of three renewal options available under the original contract documents for twelve (12) additional months, at the same rates, terms, and conditions commencing on August 16, 2021 and terminating on August 15, 2022.

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

Sunstate Meter & Supply, Inc.	**CITY OF COCOA**
By: Keith Ellenburg (Name) Printed	**By:** Michael C. Blake (Name) Printed
President (Title)	Mayor (Title)
Keith Ellenburg 8/24/2021 Signature Date	Signature Date

CC: Carie Shealy, City Clerk
Rebecca Bowman, MBA, CGFO, CGFM
Finance Director

Legislation Details (With Text)

File #:	21-597	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	8/30/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Approve a Resolution Amending the Fiscal Year 2021 Budget, BAF # 21-112-A, for CDBG-CV3 allocation of $133,363.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City Clerk's Journal, Page 4.pdf Resolution 2021-084.pdf BAF 21-112-A-CD-CDBG-CV3 (9-14-21) Agenda 21-597.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 30, 2021
Agenda Date: September 14, 2021
Prepared By: Ibis S. Berardi, Housing Program Manager
Through: Charlene Neuterman, Interim Community Services Director
Requested Action:
Approve a Resolution Amending the Fiscal Year 2021 Budget, BAF # 21-112-A, for CDBG-CV3 allocation of $133,363.

BACKGROUND:

On July 13, 2021 City Council approved agenda item 21-470, during a Public Hearing to amend the FY 2019/2020 CDBG Action Plan to allocate Community Development Block Grant Coronavirus (CDBG-CV3) funds and add activities in accordance with the City's CDBG Citizen Participation Plan; authorizing submission of the substantial amendment to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements related to CDBG-CV3. (21-470).

Staff is requesting the Budget Amendment and Resolution be approved amending the Fiscal Year 2021 Budget the amount of $133,363.

Add Activity;

PROPOSED FINAL STATEMENT OF CDBG-CV PROJECTS FOR FY 2021/2023

PUBLIC SERVICES:

Community Services Council (*Stable Homes, Rental-Mortgage Assistance)*	$66,600.00
Family Promise of Brevard, Inc. (*Rental-Mortgage Assistance)*	$40,090.40

CDBG ADMINISTRATION:

CDBG Administration and Operational funds		$26,672.60
	TOTAL CDBG FUNDS:	**$133,363**

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:

BAF#:21-112-A
103-0000-331-54-10 $133,363
CDBG-CV3

See Attached BAF and Spreadsheet $133,363
CARES CV #B-20-MW-12-0003

PREVIOUS ACTION:

On July 13, 2021, City Council approved agenda item 21-470 allocating the funds for CDBG-CV3.

RECOMMENDED MOTION:

Approve a Resolution Amending the Fiscal Year 2021 Budget, BAF # 21-112-A, for CDBG-CV3 allocation of $133,363.

1. Council consideration and public comment on the allocation of the 2021 Edward Byrne Memorial Justice Assistance Grant in the amount of $13,902. (21-455). (Chief of Police)

    - **Approved.**

2. Conduct a Public Hearing to amend the FY 2019/2020 CDBG Action Plan to allocate Community Development Block Grant Coronavirus (CDBG-CV) funds and add activities in accordance with the City's CDBG Citizen Participation Plan; authorize submission of the substantial amendment to the U.S. Department of Housing and Urban Development (HUD); and authorize the Mayor to sign all subsequent certifications and agreements related to CDBG-CV. (21-470). (Interim Community Services Director)

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

VII. Council Business:

1. Approve a resolution renaming Fern and Prospect Park to Gilmore Community Park. (21-472). (City Manager)

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

VIII. City Business:

1. Approve Resolution 2021-058 revising the building permit fee schedule related to the issuance of building permits pursuant to the Florida Building Code and repealing Resolution 2021-040 in its entirety. (21-479). (City Manager)

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

Multi-Year Contracts:

- **None.**

IX. Informational Agenda:

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

X. Reports:

- **No formal actions were taken under Reports.**

RESOLUTION NO. 2021-084

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2021; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2020, and ending on September 30, 2021, at a Regular meeting held on September 23, 2020; and

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

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

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

SECTION 1. The 2020-2021 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 14th day of September, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-112-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3200 | DATE PREPARED: 08/30/21

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 133,363	103-0000-331.54-10		CARES CV #B-20-MW-12-0003	$ 0	$ 0	$ 133,363	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 133,363	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 106,691	103-3240-554.83-10		CARES CV #B-20-MW-12-0003	$ 0	$ 0	$ 106,691	$ 0
$ 26,672	103-3240-554.12-10		Regular Salaries & Wages CDBG-CV3 Ad	$ 0	$ 0	$ 26,672	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 133,363	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

CARES CV Agreement, #B-20-MW-12-0003, (CDBG-CV) HUD $133,363 allocated in response to COVID19 to prevent, prepare and respond to Cocoa Citizens needs from the negative affects of COVID19. Agenda 21-597.

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 09/14/21 ***RESOLUTION #:***

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

8/30/21	Ibis Berardi — Digitally signed by Ibis Berardi Date: 2021.08.30 12:24:46 -04'00'	8/31/21	Colleen Campbell — Digitally signed by Colleen Campbell Date: 2021.08.31 12:20:59 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
8/31/21	Charlene Neuterman — Digitally signed by Charlene Neuterman Date: 2021.08.31 08:27:38 -04'00'	9/1/21	Lora Howell — Digitally signed by Lora Howell Date: 2021.09.01 12:03:55 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	21-602	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/31/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Approve and authorize the annual renewal payment of the Support Agreement with Tyler Technologies, Inc for the Aegis Public Safety software suite, pending FY2022 budget approval. (Chief Technology Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa FL 2021-2022 Maintenance Invoice.pdf 05_27_2020 Support Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 26, 2021
Agenda Date: September 14, 2021
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Approve and authorize the annual renewal payment of the Support Agreement with Tyler Technologies, Inc for the Aegis Public Safety software suite, pending FY2022 budget approval.

BACKGROUND:

The Aegis Public Safety software suite was purchased from New World Systems in 2010 to provide Computer Aided Dispatch and Records Management. This maintenance agreement provides software protection and support for all Aegis modules previously licensed by the City.

The renewal with Tyler Technologies will continue the current level of maintenance and support services provided by Tyler. The agreement continues as year-to-year with the City agreeing to an additional year of service at the end of each year by timely payment of the renewal invoice issued by Tyler. If the City wishes to discontinue service, it can do so by simply not paying the renewal invoice issued at the end of the service year.

The maintenance renewal for FY2022 is $101,575.51 which represents a 4% increase from the previous year maintenance of $97,667.44.

STRATEGIC PLAN CONNECTION:

The Aegis Public Safety software suite is an essential tool used by Cocoa Police and Fire

Departments. Renewing the annual maintenance agreement will ensure public safety operations continue to perform at the high level of stability and accuracy required.

BUDGETARY IMPACT:

One-Year Maintenance Renewal

Tyler Technologies, Inc., Support Agreement
Amount Requested: $101,575.51
Account Number: 001-1203-516.56-15
Account Name: Information Technology Repairs & Maintenance

PREVIOUS ACTION:

City Council approved the original agreement on June 22, 2010, including a five (5) year maintenance agreement that expired on September 30, 2015. On January 25, 2016, the City Council approved the purchase of New World's Premier Software Maintenance Agreement for a five (5) year duration that will expire on September 30, 2020 and on May 27, 2020, City Council approved a year-to-year agreement for software support with Tyler Technologies, Inc. The current agreement allows for the City to indicate its agreement to renew by timely payment of a renewal invoice issued by Tyler.

RECOMMENDED MOTION:

Approve and authorize the annual renewal payment of the Support Agreement with Tyler Technologies, Inc for the Aegis Public Safety software suite, pending FY2022 budget approval.

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-122558	09/01/2021	1 of 5

Questions:
Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

Bill To: Cocoa, FL PD
65 Stone St
Cocoa, FL 32922-7982

Ship To: Cocoa, FL PD
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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49873 - MAIN - MAIN	15906		USD	NET15	09/16/2021

Date	Description	Units	Rate	Extended Price
Contract No.: Cocoa, City of				
	New World Mobile on MSP Server Integration Standard Maintenance - MDT/MCT Base CAD/RMS Interface (51-100 units) Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	100	10.35	1,035.00
	Additional New World Enterprise Standard Maintenance for CAD - CAD Auto Routing Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	646.80	646.80
	Additional New World Enterprise Standard Maintenance for CAD - CAD AVL Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	775.51	775.51
	New World Enterprise Third Party Interface Standard Maintenance - CAD Paging Interface Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	646.80	646.80
	New World Enterprise Combined LE/Fire/EMS CAD Standard Maintenance Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	6	926.93	5,561.58
	New World Enterprise Third Party Interface Standard Maintenance - E-911 Interface Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	646.80	646.80
	New World Enterprise Third Party Interface Standard Maintenance - Encoder Interface Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	646.80	646.80
	New World Enterprise Third Party Interface Standard Maintenance - ePCR Interface Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	2,725.63	2,725.63
	New World Enterprise Third Party Interface Standard Maintenance - On-Line CAD Interface to State/NCIC Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	388.29	388.29
	Additional New World Enterprise Standard Maintenance for CAD - Service Vehicle Rotation Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	517.00	517.00
	Additional New World Enterprise Standard Maintenance for CAD - Web CAD Monitor Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	646.80	646.80
	Additional New World Software for LE Records Standard Maintenance - Bookings Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	646.80	646.80
	Additional New World Software for LE Records Standard Maintenance - Case Management Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	388.29	388.29
	Additional New World MSP for CAD Standard Maintenance - Data Analysis/Crime Mapping/Mgmt Reporting Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	1,293.59	1,293.59
	Additional New World Software for LE Records Standard Maintenance - Equipment Tracking Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	517.00	517.00
	Additional New World Software for LE Records Standard Maintenance - Field Investigations Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	388.29	388.29

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
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Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
130-122558	09/01/2021	2 of 5

Questions:
Tyler Technologies - Public Safety
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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49873 - MAIN - MAIN	15906		USD	NET15	09/16/2021

Date	Description	Units	Rate	Extended Price
	Additional New World Software for LE Records Standard Maintenance - Gang Tracking Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	646.80	646.80
	New World Federal and State Compliance Reporting for LE Records Standard Maintenance - Federal UCR/IBR Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	646.80	646.80
	New World Single Jurisdiction Base LE Records Standard Maintenance Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	12	215.60	2,587.20
	Additional New World Software for LE Records Standard Maintenance - Narcotics Mgmt Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	517.00	517.00
	Additional New World Software for LE Records Standard Maintenance - Property Room Bar Coding Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	388.29	388.29
	New World Federal and State Compliance Reporting for LE Records Standard Maintenance - State Accidents Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	646.80	646.80
	New World Third Party LE Records Interface Standard Maintenance - Ticket Writer Interface Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	1,163.80	1,163.80
	Additional New World Software for Fire Records Standard Maintenance - Data Analysis/Management Reporting Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	517.00	517.00
	Additional New World Software for Fire Records Standard Maintenance - Equipment Tracking and Maintenance Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	775.51	775.51
	New World Federal Compliance Reporting for Fire Records Standard Maintenance - NFIRS 5.0 Electronic Reporting Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	646.80	646.80
	New World Fire Records Standard Maintenance Base Package Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	6	452.65	2,715.90
	New World Third Party LE Records Interface Standard Maintenance - On-Line Global Subjects Interface to State/NCIC Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	388.29	388.29
	New World MSP Third Party CAD Interface Standard Maintenance -New World State/NCIC Interface Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	775.51	775.51
	New World Third Party Corrections Interface Standard Maintenance - Livescan Interface Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	775.51	775.51
	New World Imaging Standard Maintenance - Digital Imaging Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	0.00	0.00
	New World Imaging Standard Maintenance - LE Public Safety Lineups/Mug Shots	1	1,035.09	1,035.09

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Invoice

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130-122558	09/01/2021	3 of 5

Questions:
Tyler Technologies - Public Safety
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Cust No.-BillTo-ShipTo	*Ord No*	*PO Number*	*Currency*	*Terms*	*Due Date*
49873 - MAIN - MAIN	15906		USD	NET15	09/16/2021

Date	Description	Units	Rate	Extended Price
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	Dashboards for CAD Standard Maintenance	1	1,817.09	1,817.09
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	CAD Data Mart Standard Maintenance	1	0.00	0.00
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	New World Decision Support Base Datamart Standard Maintenance	1	0.00	0.00
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	Dashboards for Fire Management Standard Maintenance	1	1,817.09	1,817.09
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	Fire Management Data Mart (^CAD, RMS) Standard Maintenance - Includes 2 users	2	227.14	454.28
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	Dashboards for Law Enforcement Standard Maintenance	1	1,817.09	1,817.09
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	Law Enforcement Management Data Mart (^CAD, RMS) Standard Maintenance - Includes 2 users	2	227.14	454.28
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	New World Mobile Management Server Standard Maintenance (51-100 units) - Field Reporting Data Merge	100	3.88	388.00
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	New World Field Reporting Server Standard Maintenance	100	12.94	1,294.00
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	New World Mobile on MSP Server Integration Standard Maintenance - Mobile Upload Software (51-100 units)	100	32.33	3,233.00
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	New World AVL Interface Standard Maintenance	100	20.70	2,070.00
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	New World Mobile Standard Maintenance on the RS/6000 - Base Message Switch to State/NCIC(51-100 Units)	100	58.20	5,820.00
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	Additional New World Standard Maintenance for RS/6000 Message Switch - New World CAD Interface (51-100 units)	100	12.94	1,294.00
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	New World Mobile Standard Maintenance on the RS/6000 - State/NCIC(51-100 Units)	100	0.00	0.00
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	New World Law Enforcement Mobile Unit Standard Maintenance - In-Station-Based Reporting - Field Investigation Field Reporting(1 Form)	100	23.86	2,386.00
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			
	New World Fire Mobile Unit Standard Maintenance - Fire CAD via Switch	10	48.45	484.50
	Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022			

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Invoice No	Date	Page
130-122558	09/01/2021	4 of 5

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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49873 - MAIN - MAIN	15906		USD	NET15	09/16/2021

Date	Description	Units	Rate	Extended Price
	New World Fire Mobile Unit Standard Maintenance - In-Car Mapping Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	10	25.85	258.50
	New World Fire Mobile Unit Standard Maintenance - In-Car Routing Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	10	19.36	193.60
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Mapping Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	70	29.56	2,069.20
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - In-Car Routing Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	70	22.17	1,551.90
	New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Accident Field Reporting Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	100	79.54	7,954.00
	New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Accident Field Reporting Compliance Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	100	23.86	2,386.00
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - LE CAD via Switch Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	70	55.42	3,879.40
	New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Field Reporting Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	100	79.53	7,953.00
	New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Field Reporting Compliance Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	100	15.91	1,591.00
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - LE State/NCIC via Switch Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	70	36.96	2,587.20
	New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - MCT Ticket Writer Interface Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	30	39.77	1,193.10
	New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - Mobile Upload of Field Reports Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	100	31.04	3,104.00
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - Mugshot Image Download Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	70	14.79	1,035.30
	New World Data Sharing Standard Maintenance - Multi-Server Search Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	1,293.59	1,293.59
	New World Third Party Maintenance - ArcGIS Advanced Enterprise Server Integration Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	1	909.63	909.63

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130-122558	09/01/2021	5 of 5

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Cust No.-BillTo-ShipTo	*Ord No*	*PO Number*	*Currency*	*Terms*	*Due Date*
49873 - MAIN - MAIN	15906		USD	NET15	09/16/2021

Date	Description	Units	Rate	Extended Price
	New World Mobile on MSP Server Integration Standard Maintenance - AVL CAD Interface (51-100 units) Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	100	20.70	2,070.00
	New World Base CAD/NCIC/Messaging Standard Maintenance Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	100	0.00	0.00
	New World Third Party Maintenance - ArcGIS Runtime CAD Desktop Workstations Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	6	310.78	1,864.68
	New World Third Party Maintenance - ArcGIS Runtime Mobile In-Car Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	90	32.32	2,908.80
	New World AVL Interface Standard Maintenance Maintenance: Start: 01/Oct/2021, End: 30/Sep/2022	90	19.40	1,746.00

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	101,575.51
Sales Tax	0.00
Invoice Total	101,575.51



Support Agreement

This Support Agreement is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, New World Systems Corporation ("New World") and Client are parties to a License Agreement with an effective date of March 22, 2016 (the "Agreement"), under which Client licensed the New World software itemized therein, and which has been amended from time to time to add or subtract software to be licensed in accordance with the needs of the Customer, including the Amendments executed on May 1, 2018; August 20, 2018; December 12, 2018; and February 15, 2019; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client also entered into a New World Systems Corporation Premier Software Maintenance Agreement ("Premier Software Maintenance Agreement"), with an effective date of April 12, 2016, and with an effective period from October 1, 2015 through September 30, 2020, which continues to remain in effect today; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms and enter into this Support Agreement, which will supplement and extend the Premier Software Maintenance Agreement for one additional year upon its scheduled expiration on September 30, 2020;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World software Client licensed under the Agreement and subsequent executed Amendments, and on which Client has paid maintenance and support fees through the Effective Date through the Premier Software Maintenance Agreement and applicable Amendments, shall mean the "Tyler Software" for purposes of this Support Amendment.

2. Tyler shall continue to provide maintenance and support services on the Tyler Software according to the terms of the Premier Software Maintenance Agreement and Exhibit 1 to this Support Amendment beginning on October 1, 2020.

3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date and as provided in the Agreement.

4. This Support Agreement shall be governed by and construed in accordance with the terms and conditions of the Agreement.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Support Agreement as of the dates set forth below.

Tyler Technologies, Inc.	City of Cocoa, FL
By:	By:
Name: Bryan Porter	Name: Matthew Fuhrer
Title: President	Title: Interim City Manager
Date: 5/11/20	Date: 5/27/2020

Exhibit 1
Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on October 1, 2020 and remains in effect for one (1) year. The term may renew for additional one (1) year terms upon mutual agreement of the parties. Client may indicate its agreement to renew by timely payment of a renewal invoice issued by Tyler.

2. Maintenance and Support Fees. Your maintenance and support fees for the initial term for the Tyler Software will be listed in the applicable invoice. Your fees for each subsequent term will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended. Maintenance and support fees for any additional licensed software from Tyler will be added to this Maintenance and Support Agreement pursuant to terms of the Amendment adding the new software, which may be billed to Customer on a prorated basis for the remainder of the maintenance year and on a full year basis thereafter for subsequent renewals, if any.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 a) provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone).

   b) emergency 24-hour per day telephone support, for New World CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). After 8:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all major and minor releases and temporary fixes to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.



Exhibit 1
Schedule A
Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

(a) **Priority 1**: *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

(b) **Priority 2**: *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

(c) **Priority 3**: *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

Legislation Details (With Text)

File #:	21-608	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	9/3/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Requesting settlement authority for the tentative settlement agreement between City of Cocoa employee Gary Parker and the City of Cocoa authorizing the payment of the Workers' Compensation settlement. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 3, 2021
Agenda Date: September 14, 2021
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Requesting settlement authority for the tentative settlement agreement between City of Cocoa employee Gary Parker and the City of Cocoa authorizing the payment of the Workers' Compensation settlement.

BACKGROUND:

The City of Cocoa has a self-insured Workers' Compensation Program which means the cost of the claims are paid by a third-party administrator, currently USIS, Inc., to administer the claims in accordance with the laws of Florida.

City employee Gary Parker has reached a settlement agreement in the amount of $150,000 through his attorney and the City's Workers' Compensation attorney. This will settle any and all claims, whether open or closed and whether reported or not. Annually the City budgets for potential Workers' Compensation settlements and settles claims when it is in the best interest of the City. As a condition of this settlement, Mr. Parker will immediately resign City of Cocoa Employment. City Staff recommends this settlement amount based on our Workers' Compensation attorney's evaluation of the claim. However, the settlement agreement is contingent based on City Council's final approval.

STRATEGIC PLAN CONNECTION:

Approval of this item helps provide financial stability to our self-insured Workers' Compensation fund, and will allow the City to control related expenses.

BUDGETARY IMPACT:

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

Amount Requested	$150,000
Account Number	520-1801-513.24-00
Account Name	Workers' Compensation

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Requesting settlement authority for the tentative settlement agreement between City of Cocoa employee Gary Parker and the City of Cocoa authorizing the payment of the Workers' Compensation settlement.

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Legislation Details (With Text)

File #:	21-612	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Consent Agenda
File created:	9/7/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Authorize the City Manager to execute the Telecommunications Tower Colocation Consent and Lease Agreement between New Cingular Wireless PCS, LLC (AT&T) and the City of Cocoa. The Revenue will be recognized after the adoption of the FY22 Budget. (Chief Technology Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	14386094_Cocoa Commons_ NSB CD REV 1_06-30-21 ES&S.pdf Memorandum of Lease - Partially Executed.pdf ATT Colocation Consent and Lease Agreement - Partially Executed.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 7, 2021
Agenda Date: September 14, 2021
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Authorize the City Manager to execute the Telecommunications Tower Colocation Consent and Lease Agreement between New Cingular Wireless PCS, LLC (AT&T) and the City of Cocoa. The Revenue will be recognized after the adoption of the FY22 Budget.

BACKGROUND:

Primeco Personal Communications, L.P., a Delaware Limited Partnership, d/b/a Verizon Wireless ("Verizon") owns and operates a 150' tall telecommunications tower on the City's property located at 2003 Michigan Avenue (old Fire Station 3). The City has a current lease agreement with Verizon and was approached by AT&T to enter into a ground lease agreement to collocate telecommunications equipment on the tower and on the ground at this location.

The lease agreement between the City and AT&T would be for a portion of the City's property located at 2003 Michigan Avenue as depicted in "Exhibit B" of the lease agreement. The initial lease term shall consist of five (5) years with an annual lease payment to the City of $30,000 per year with six (6) renewal terms of five (5) years each. With each renewal term, the annual rent due to the City would increase by five (5) percent.

This lease agreement will generate new revenue in the amount of $30,000 per year at initiation of the lease. Due to timing and the budget adoption process, the revenue will be recognized after October

1, 2021 in the FY22 Budget.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

001-0000-362.00-00
Rents and Royalties
$30,000

PREVIOUS ACTION:

The City of Cocoa entered into an Option and Lease Agreement, dated August 18, 2000, which was amended by the Amendment to Option and Lease Agreement dated July 5, 2001 and further amended by the Second Amendment to Option and Lease Agreement dated January 15, 2015 (collectively, the "Site Agreement") with Primeco Personal Communications, L.P., a Delaware Limited Partnership, d/b/a Verizon Wireless ("Verizon") for a 150’ telecommunications tower at 2003 Michigan Avenue.

RECOMMENDED MOTION:

Authorize the City Manager to execute the Telecommunications Tower Colocation Consent and Lease Agreement between New Cingular Wireless PCS, LLC (AT&T) and the City of Cocoa. The Revenue will be recognized after the adoption of the FY22 Budget

COCOA COMMONS
FA# 14386094

2003 MICHIGAN AVENUE
UNIT CELLTOWER
COCOA, FL 32926

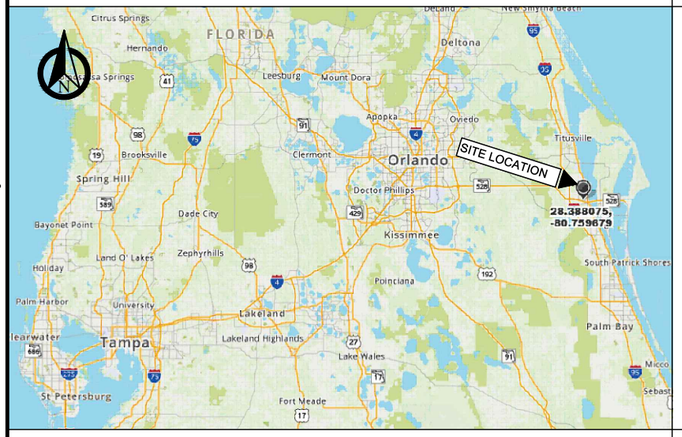
LTE1C - LTE6C - WCS FILTER

CO-LOCATION 148'-0" MONOPOLE

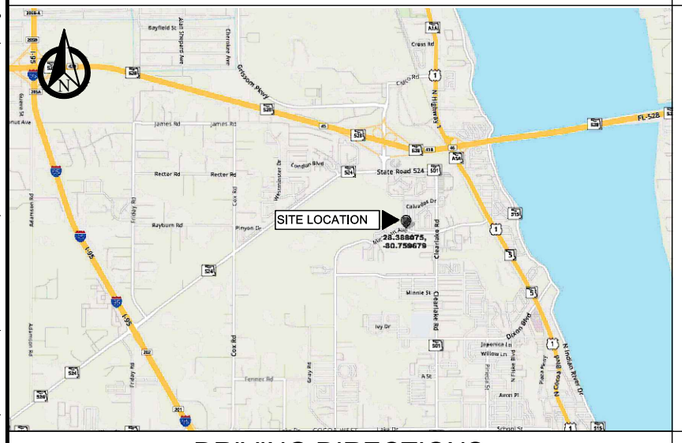
REV	DATE	DESCRIPTION
A	10/15/19	PRELIMINARY CDs REV "A"
B	11/21/19	PRELIMINARY CDs REV "B"
C	3/17/20	PRELIMINARY CDs REV "C"
0	3/23/20	ISSUED FOR CDs REV "0"
1	6/30/21	UPDATED CODES
2		
3		
4		
5		
6		
7		

DRAWN BY:	CHECKED BY:
KV	PB

LOCATION MAP



VICINITY MAP



APPROVALS

PROPERTY OWNER	DATE
RF ENGINEER	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
ZONING	DATE
NETWORK	DATE
OPERATIONS	DATE
CONTRACTOR	DATE

PROJECT SUMMARY

SITE NAME:	COCOA COMMONS
FA SITE NUMBER:	14386094
PARCEL:	24-36-19-00-1
COUNTY:	BREVARD
JURISDICTION:	CITY OF COCOA
SITE COORDINATES:	N 28.387700° N 28° 23' 15.71" W 80.759800° W 80° 45' 35.31"
SITE TYPE:	CO-LOCATION
STRUCTURE TYPE:	MONOPOLE
TOWER HEIGHT:	148'-0" AGL
ANTENNA C.L. HEIGHT:	130'-0" AGL

DESIGN CRITERIA

- FLORIDA BUILDING CODE (7TH EDITION) 2020
  ANSI/EIA/TIA-222-H (ALLOWED PER EXEMPTION #5 OF 1609.1.1)
  ASCE 7-16
  VULT = 145 MPH (ULTIMATE 3 SECOND GUST)
  VASD = 112 MPH (NOMINAL 3 SECOND GUST)
  RISK CATEGORY = II
  EXPOSURE = C
  IMPORTANCE FACTOR= 1.0
- NATIONAL ELECTRICAL CODE, 2017 EDITION (NFPA 70 2017)
- FLORIDA FIRE PREVENTION CODE (7TH EDITION) 2020
- CONTRACTOR TO CONFIRM THAT THE SITE IS COMPLIANT WITH RF WARNING SIGNAGE & EMERGENCY SIGNAGE AS REQUIRED BY THE FEDERAL GUIDELINES CONTAINED WITH OET 65 BULLETIN & AS PER AT&T GUIDELINES

CONSTRUCTION NOTES

1. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.
2. CONTRACTOR SHALL NOTIFY OWNER FOR ACCESS TO SITE.
3. PROPOSED 12'X25' LEASE AREA
4. PROPOSED 6'-8" X 6'-8" AT&T SWIC
5. PROPOSED GENERAC DIESEL 30KW GENERATOR ON PAD
6. PROPOSED (7) ANTENNA @CL 130'
7. PROPOSED (12) RRUS
8. PROPOSED (3) RAYCAP DC6 SUPPRESSOR
9. PROPOSED (1) WCS FILTER

CONTACTS

APPLICANT:
AT&T MOBILITY
3210 LAKE EMMA RD.
1ST FLOOR
LAKE MARY, FL 32746

POWER:
FPL
1-800-375-2434

TOWER OWNER:
AMERICAN TOWER CORP.
116 HUNTINGTON AVE.
11TH FLOOR
BOSTON, MA 02116

TELEPHONE:
AT&T
1-866-861-6075

ENGINEER:
USA ENGINEERING
2818 CYPRESS RIDGE BLVD.
SUITE 110
WESLEY CHAPEL, FL 33544
CONTACT: MARC MAIER, P.E.
PHONE: 813-994-0365

INDEX OF DRAWINGS

SHT. NO.	DESCRIPTION	REV. NO.
T-1	TITLE SHEET	
GN-1	GENERAL NOTES, ABBREVIATIONS	
SP-1	SPECIFICATIONS	
SP-2	SPECIFICATIONS	
ARCHITECTURAL / CIVIL PLANS		
C-1A	SURVEY	
C-1	EXISTING COMPOUND PLAN	
C-2	PROPOSED COMPOUND PLAN	
STRUCTURAL PLANS		
S-1	TOWER ELEVATION AND DETAILS	
S-2	MISCELLANEOUS DETAILS	
S-3	SWIC FOUNDATION DETAILS	
S-4	GENERATOR DETAILS	
S-5	MISCELLANEOUS DETAILS	
S-6	MISCELLANEOUS DETAILS	
ANTENNA PLANS		
AN-1	ANTENNA SCHEDULE	
ELECTRICAL PLANS		
E-1	ELECTRICAL SPECIFICATIONS	
E-2	ELECTRICAL PLAN	
E-3	SWIC NEW EQUIPMENT LAYOUT	
E-4	ELECTRICAL DETAILS	
E-5	ELECTRICAL DETAILS	
E-6	GENERATOR DETAILS	
GROUNDING PLANS		
GR-1	GROUNDING PLAN	
GR-2	GROUNDING DETAILS	
GR-3	GROUNDING DETAILS	
GR-4	GROUNDING DETAILS	

DRIVING DIRECTIONS

DEPART AT&T CORPORATE OFFICE: 3210 Lake Emma Rd, Lake Mary, FL 32746

1. GET ON I-4 E FROM LAKE EMMA RD, THEN 5 (1.5 MI)
2. FOLLOW FL-417 TOLL S AND FL-528 E TO INDUSTRY RD IN COCOA. TAKE EXIT 45 FROM FL-528 E, THEN (62.6 MI)
3. TAKE FL-501 S TO MICHIGAN AVE, THEN (1.5 MI)
4. ARRIVING AT 2005 MICHIGAN AVE. COCOA, FL 32926

LEGAL DESCRIPTION

LEGAL:

PART OF N 1/2 AS DES IN DB 227 PG 139,ORB 736 PG 943 EX ORB 83 PG 337,736 PG 946,917 PG 974,S 1146 FT,PB 19 PG 66,2295 PG 1696 PAR 4.1...

PROJECT INFORMATION

1. THIS IS AN UNMANNED FACILITY AND WILL BE USED FOR THE TRANSMISSION OF RADIO SIGNALS FOR THE PURPOSE OF PROVIDING PUBLIC CELLULAR SERVICE.
2. TOWERCO CERTIFIES THAT THIS EQUIPMENT FACILITY WILL BE SERVICED ONLY BY TOWERCO EMPLOYEES AND SUBCONTRACTORS AND THE WORK ASSOCIATED WITH ANY EQUIPMENT CANNOT BE PERFORMED BY HANDICAPPED PERSONS. THIS FACILITY WILL BE FREQUENTED ONLY BY SERVICE PERSONNEL FOR REPAIR PURPOSES ONLY.
3. NO POTABLE WATER SUPPLY IS TO BE PROVIDED AT THIS LOCATION.
4. NO WASTEWATER WILL BE GENERATED AT THIS LOCATION.
5. NO SOLID WASTE WILL BE GENERATED AT THIS LOCATION.

3210 LAKE EMMA ROAD
LAKE MARY, FL 32746
FAX (407) 771-1398

1997 ANNAPOLIS EXCHANGE PKWY.
SUITE 200
ANNAPOLIS, MD 21401

PREPARED BY:

USA ENGINEERING
2818 CYPRESS RIDGE BLVD.
SUITE 110
WESLEY CHAPEL, FL 33544
(813) 994-0365
FL COA #31705

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MARC P. MAIER
LICENSE
No 72513
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
JUNE 30, 2021

MARC P. MAIER, PE
FL PROFESSIONAL ENGINEER LIC. # 72513

COCOA COMMONS
FA # 14386094
2003 MICHIGAN AVENUE
UNIT CELLTOWER
COCOA, FL 32926

SHEET DESCRIPTION
TITLE SHEET

SHEET NUMBER
T-1

USA Engineering - T:\00-2019 PROJECTS\17-Smartlink\03-Smartlink NSB\Cocoa Commons_14386094__NSB_recover.dwg June 30, 2021 1:22:36 PM marcm

GENERAL NOTES

1. THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY, MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES BEARING ON THE PERFORMANCE OF THE WORK. THE WORK PERFORMED ON THE PROJECT AND THE MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES.

2. THE ENGINEER HAS MADE EVERY EFFORT TO SET FORTH IN THE CONSTRUCTION AND CONTRACT DOCUMENTS THE COMPLETE SCOPE OF WORK. THE CONTRACTOR BIDDING THE JOB IS NEVERTHELESS CAUTIONED THAT MINOR OMISSIONS OR ERRORS IN THE DRAWINGS AND OR SPECIFICATIONS SHALL NOT EXCUSE SAID CONTRACTOR FROM COMPLETING THE PROJECT AND IMPROVEMENTS IN ACCORDANCE WITH THE INTENT OF THESE DOCUMENTS.

3. THE CONTRACTOR OR BIDDER SHALL BEAR THE RESPONSIBILITY OF NOTIFYING (IN WRITING) THE CONSTRUCTION MANAGER OF ANY CONFLICTS, ERRORS, OR OMISSIONS PRIOR TO THE SUBMISSION OF CONTRACTOR'S PROPOSAL OR PERFORMANCE OF WORK. IN THE EVENT OF DISCREPANCIES THE CONTRACTOR SHALL PRICE THE MORE COSTLY OR EXTENSIVE WORK, UNLESS DIRECTED IN WRITING OTHERWISE.

4. THE CONTRACTOR'S SCOPE OF WORK SHALL INCLUDE FURNISHING ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED TO COMPLETE THE WORK/PROJECT AS DESCRIBED HEREIN.

5. THE CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO THE SUBMISSION OF BIDS OR PERFORMING WORK TO FAMILIARIZE HIMSELF WITH THE FIELD CONDITIONS AND TO VERIFY THE PROJECT REQUIREMENTS.

6. THE CONTRACTOR SHALL OBTAIN AUTHORIZATION TO PROCEED WITH CONSTRUCTION PRIOR TO STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED BY THE CONSTRUCTION DRAWING/CONTRACT DOCUMENTS.

7. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS ACCORDING TO THE MANUFACTURER'S/VENDOR'S SPECIFICATION UNLESS NOTED OTHERWISE OR WHERE LOCAL CODES OR ORDINANCES TAKE PRECEDENCE. CONTRACTOR SHALL PROVIDE SERVICES FOR OFF LOADING AND PLACEMENT OF SWIC IN ACCORDANCE WITH MANUFACTURER'S LIFTING PROCEDURES.

8. THE CONTRACTOR SHALL MAINTAIN A FULL SET OF CONSTRUCTION DOCUMENTS AT THE SITE UPDATED WITH THE LATEST REVISIONS AND ADDENDA OR CLARIFICATIONS AVAILABLE FOR USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT. REDLINED AS-BUILTS ARE TO BE DELIVERED TO THE CLIENT AT CLOSEOUT.

9. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT DESCRIBED HEREIN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THE WORK BY THE ENGINEER, THE STATE, COUNTY OR LOCAL GOVERNMENT AUTHORITY.

11. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, EASEMENTS, PAVING, CURBING, ETC. DURING CONSTRUCTION. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY HAVE OCCURRED DUE TO CONSTRUCTION ON OR ABOUT THE PROPERTY.

12. THE CONTRACTOR SHALL KEEP THE GENERAL WORK AREA CLEAN AND HAZARD FREE DURING CONSTRUCTION AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. PREMISES SHALL BE LEFT IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE.

13. THE CONTRACTOR SHALL COMPLY WITH ALL OSHA REQUIREMENTS AS THEY APPLY TO THIS PROJECT.

14. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS, PROPERTY LINES, ETC. ON THE JOB.

15. FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION (HANDICAPPED ACCESS NOT REQUIRED).

16. FACILITY HAS NO PLUMBING.

17. PRIOR TO OR UPON ENTERING INTO THE SITE COMPOUND, THE PERSONNEL ENTERING THE SITE AND THE SWIC ARE TO CONTACT THE SWITCH AND THE CLIENT NOC (IF APPLICABLE) INFORMING THEM OF THE FOLLOWING INFORMATION: WHO IS ENTERING THE SWIC AND WHAT COMPANY THEY ARE WITH, WHY THEY ARE ENTERING THE SWIC AND HOW LONG THEY PLAN TO BE AT THE SWIC.

18. UPON LEAVING THE SWIC, THE "SITE" PERSONNEL ARE TO CONTACT THE SWITCH AND CLIENT NOC INFORMING THEM OF DEPARTURE.

19. SHOULD THE SWIC ACCESS OCCUR WHILE THE SWITCH IS UNMANNED, THEN AT MINIMUM THE CLIENT NOC WILL BE NOTIFIED OF THE ABOVE INFORMATION.

20. ALL INSTALLATION DEBRIS AND TRASH SHALL BE REMOVED FROM THE SITE ON A DAILY BASIS. ANY EXPENSE THAT IS INCURRED BY CLIENT FOR TRASH REMOVAL WILL BE BACK-CHARGED TO THE SUBCONTRACTOR.

21. THE CONTRACTOR SHALL NOTIFY ENGINEER, WHERE A CONFLICT OCCURS ON ANY OF THE CONTRACT DOCUMENTS. THE CONTRACTOR IS NOT TO ORDER MATERIAL OR CONSTRUCT ANY PORTION OF THE WORK THAT IS IN CONFLICT UNTIL CONFLICT IS RESOLVED BY THE CONSTRUCTION MANAGER.

22. ALL ANTENNA OUTAGES MUST BE PLANNED AT A MINIMUM OF 24 HOURS IN ADVANCE. CONTRACTOR MUST CONTACT THE SWITCH AND THE NOC TO COORDINATE. IF THIS POLICY IS NOT ADHERED TO, THE CONTRACTOR WILL BE REMOVED FROM THE BIDDER'S LIST AND ANY OPPORTUNITY FOR FUTURE WORK.

A/C	AIR CONDITIONING
ADJ.	ADJUSTABLE
AFF	ABOVE FINISH FLOOR
APPROX.	APPROXIMATELY
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWG	AMERICAN WIRE GAUGE
A	AMPERE
BTS	BASE TRANSMISSION STATION
BLDG.	BUILDING
BLK.	BLOCK
B/S	BUILDING STANDARD
CIGBE	GROUND BAR
CLG	CEILING
CLR.	CLEAR
CONC.	CONCRETE
CONST.	CONSTRUCTION
CONT.	CONTINUOUS
C.F.C.I.	CONTRACTOR FURNISHED CONTRACTOR INSTALLED
DBL.	DOUBLE
DIA., ø	DIAMETER
DIAG.	DIAGONAL
DIM.	DIMENSION
DN	DOWN
DTL.	DETAIL
DWG.	DRAWING
E	EAST
EA.	EACH
EL., ELEV.	ELEVATION
ELECT.	ELECTRICAL
EMT	ELECTRICAL METALLIC TUBING
EQ.	EQUAL
EQUIP.	EQUIPMENT
E.W.	EACH WAY
EXIST.	EXISTING
EXT.	EXTERIOR
FIN.	FINISH
FLR	FLOOR
FT.	FOOT
GRC.	GALVANIZED RIGID CONDUIT
G. OR GRD.	GROUND
GA.	GAUGE
GALV.	GALVANIZED
GC	GENERAL CONTRACTOR
GEN	GENERATOR
HORIZ.	HORIZONTAL
HR	HOUR
HT.	HEIGHT
HVAC	HEATING, VENTILATING AND AIR CONDITIONING
I.D.	INSIDE DIA.
IN.	INCH
INFO	INFORMATION
INSUL.	INSULATION
INT.	INTERIOR
KVA	KILOVOLTS-AMPERE
KW	KILOWATT
LB(S)	POUND(S)
MGB	MASTER GROUND BAR
MAX.	MAXIMUM
MECH.	MECHANICAL
MFR.	MANUFACTURER
MGR.	MANAGER
MIN.	MINIMUM
MISC.	MISCELLANEOUS
MTD.	MOUNTED
NEC	NATIONAL ELECTRICAL CODE
NEUT.	NEUTRAL
N	NORTH
NA	NOT APPLICABLE
NIC	NOT IN CONTRACT
NOC	NETWORK OPERATIONS CENTER
NPS	NOMINAL PIPE SIZE
N.T.S.	NOT TO SCALE
O.F.C.I.	OWNER FURNISHED CONTRACTOR INSTALLED
OC, o/c	ON CENTER
OPP	OPPOSITE
OD	OUTSIDE DIAMETER
OHP	OVERHEAD POWER
OHT	OVERHEAD TELEPHONE
OHU	OVERHEAD UTILITY LINES
PLYWD.	PLYWOOD
PR	PAIR
PH	PHASE
PVC	POLYVINYL CHLORIDE
PROJ	PROJECT
PROP	PROPERTY
PT	PRESSURE TREATED
RECPT.	RECEPTACLE
REQ'D	REQUIRED
RGS	RIGID GALVANIZED STEEL
R.O.	ROUGH OPENING
R.O.W.	RIGHT-OF-WAY
S	SOUTH
S.O.	SERVICE GRADE OIL RESISTANT
SHT	SHEET
SIM.	SIMILAR
SPEC.	SPECIFICATION
XXX.XX'	SPOT ELEVATION
SQ.	SQUARE
SF	SQUARE FOOT
SS	STAINLESS STEEL
STL.	STEEL
STRUCT.	STRUCTURAL
THRU	THROUGH
T.O.C.	TOP OF CONCRETE
T.O.M.	TOP OF MASONRY
TYP	TYPICAL
UBC	UNIFORM BUILDING CODE
VERT.	VERTICAL
VIF	VERIFY IN FIELD
V	VOLT
W	WEST
W	WIRE
W/	WITH
W/O	WITHOUT
W.P.	WEATHERPROOF
XFMR	TRANSFORMER

MATCH LINE

WORK POINT

MECHANICAL BONDING CONNECTION

EXOTHERMICALLY WELDED BONDING CONNECTION

POWER POLE

DISCONNECT SWITCH

DOUBLE-THROW MANUAL TRANSFER SWITCH

CIRCUIT BREAKER

EMERGENCY GENERATOR RECEPTACLE

TELCO PEDESTAL

GROUND ROD

GROUND ROD INSPECTION WELL

REPRESENTS DETAIL NUMBER

REF. DRAWING NUMBER

NORTH ARROW

ELEVATION

SECTIONS & DETAILS

BRICK

CONCRETE

EARTH

GRAVEL

STEEL

METER

GROUND

REVISION

KEYNOTE

LEGEND

EXISTING CONTOUR LINE

EXISTING CHAIN LINK FENCE

EXISTING PROPERTY LINE

EXISTING OVERHEAD UTILITIES

EXISTING SANITARY SEWER LINE

EXISTING STORM DRAIN LINE

PROPOSED CONTOUR LINE

PROPOSED CHAIN LINK FENCE

PROPOSED LEASE AREA

PROPOSED OVERHEAD UTILITIES

PROPOSED UNDERGROUND TELCO

PROPOSED UNDERGROUND ELECTRIC

PROPOSED EASEMENT

PROPOSED SILT FENCE

PROPOSED GROUNDING

FUTURE FEATURES

REV	DATE	DESCRIPTION
A	10/15/19	PRELIMINARY CDs REV "A"
B	11/21/19	PRELIMINARY CDs REV "B"
C	3/17/20	PRELIMINARY CDs REV "C"
0	3/23/20	ISSUED FOR CDs REV "0"
1	6/30/21	UPDATED CODES
2		
3		
4		
5		
6		
7		

DRAWN BY:	CHECKED BY:
KV	PB

at&t

3210 LAKE EMMA ROAD
LAKE MARY, FL 32746
FAX (407) 771-1398

smartlink

1997 ANNAPOLIS EXCHANGE PKWY.
SUITE 200
ANNAPOLIS, MD 21401

PREPARED BY:

USA ENGINEERING

2818 CYPRESS RIDGE BLVD.
SUITE 110
WESLEY CHAPEL, FL 33544
(813) 994-0365
FL COA #31705

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MARC P. MAIER
LICENSE
No 72513
STATE OF FLORIDA
PROFESSIONAL ENGINEER

JUNE 30, 2021

MARC P. MAIER, PE
FL PROFESSIONAL ENGINEER LIC. # 72513

COCOA COMMONS
FA # 14386094

2003 MICHIGAN AVENUE
UNIT CELLTOWER
COCOA, FL 32926

SHEET DESCRIPTION

GENERAL NOTES, ABBREVIATIONS

SHEET NUMBER

GN-1

USA Engineering - T:\00-2019 PROJECTS\17-Smartlink\03-Smartlink NSB\Cocoa Commons_14386094_NSB_recover.dwg June 30, 2021 1:22:37 PM marcm

CIVIL SPECIFICATION NOTES

GENERAL NOTES:

1. ZONING REGULATIONS AND CONDITIONAL USE PERMITS:

   A. CLIENT WILL SUBMIT FOR AND OBTAIN ALL ZONING AND CONDITIONAL USE PERMITS. SOME USE PERMITS MAY HAVE SPECIFIC REQUIREMENTS FOR THE SITE RELATED TO CONSTRUCTION, SUCH AS NOISE REGULATIONS, HOURS OF WORK, ACCESS LIMITATIONS, ETC. THE CONSTRUCTION MANAGER WILL INFORM THE CONTRACTOR OF THESE REQUIREMENTS AT THE PRE-BID MEETING OR AS SHOWN IN CONSTRUCTION DOCUMENTS.

2. CONFLICTS:

   A. VERIFY ALL MEASUREMENTS AT THE SITE BEFORE ORDERING MATERIAL OR DOING ANY WORK. NO EXTRA CHARGE OR COMPENSATION WILL BE ALLOWED DUE TO DIFFERENCES BETWEEN ACTUAL DIMENSIONS OR DIMENSIONS SHOWN ON PLANS. SUBMIT NOTICE OF ANY DISCREPANCY IN DIMENSIONS OR OTHERWISE TO THE CONSTRUCTION MANAGER FOR RESOLUTION BEFORE PROCEEDING WITH THE WORK.

   B. NO PLEA OF IGNORANCE OF CONDITIONS THAT EXIST, OR OF DIFFICULTIES OF CONDITIONS THAT MAY BE ENCOUNTERED, OR OF ANY OTHER RELEVANT MATTER CONCERNING THE WORK TO BE PERFORMED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED AS AN EXCUSE FOR ANY FAILURE OR OMISSION ON THE PART OF THE CONTRACTOR TO FULFILL EVERY DETAIL OF ALL THE REQUIREMENTS CONTRACT DOCUMENTS GOVERNING THE WORK.

3. PHOTOS:

   A. PROVIDE PHOTOGRAPHIC EVIDENCE OF ALL FOUNDATION INSTALLATION, GROUNDING AND TRENCHING AFTER PLACEMENT OF UTILITIES PRIOR TO BACKFILL.

SITE PREPARATION:

1. CONTRACTOR'S SCOPE OF WORK:

   A. PROTECTION OF EXISTING TREES, VEGETATION AND LANDSCAPING MATERIALS WHICH MIGHT BE DAMAGED BY CONSTRUCTION ACTIVITIES.

   B. TRIMMING OF EXISTING TREES AND VEGETATION AS REQUIRED FOR PROTECTION DURING CONSTRUCTION ACTIVITIES.

   C. CLEARING AND GRUBBING OF STUMPS, VEGETATION, DEBRIS, RUBBISH, DESIGNATED TREES, AND SITE IMPROVEMENTS.

   D. TOPSOIL STRIPPING AND STOCKPILING.

   E. TEMPORARY EROSION CONTROL, SILTATION CONTROL, AND DUST CONTROL CONFORMING TO LOCAL AND STATE REQUIREMENTS AS APPLICABLE.

   F. TEMPORARY PROTECTION OF ADJACENT PROPERTY, STRUCTURES, BENCHMARKS, AND MONUMENTS.

   G. PROTECTION AND TEMPORARY RELOCATION, STORAGE AND REINSTALLATION OF EXISTING FENCING AND OTHER SITE IMPROVEMENTS SCHEDULED FOR REUSE.

   H. REMOVAL AND LEGAL DISPOSAL OF CLEARED MATERIALS.

2. CONTRACTOR'S QUALITY ASSURANCE:

   A. CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR CONTAINMENT OF SEDIMENT AND CONTROL OF EROSION ON SITE. ANY DAMAGE TO ADJACENT OR DOWNSTREAM PROPERTIES WILL BE CORRECTED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER.

   B. CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AT ALL TIMES. DO NOT ALLOW WATER TO STAND OR POND. ANY DAMAGE TO STRUCTURES OR WORK ON THE SITE CAUSED BY INADEQUATE MAINTENANCE OF DRAINAGE WILL BE THE RESPONSIBILITY OF THE CONTRACTOR AND ANY COST ASSOCIATED WITH REPAIRS FOR SUCH DAMAGE WILL BE AT THE CONTRACTOR'S EXPENSE.

   C. CONTRACTOR SHALL PROPERLY DISPOSE ALL WASTE MATERIAL OFF-SITE OR AS DIRECTED BY THE CONSTRUCTION MANAGER AND IN ACCORDANCE WITH JURISDICTIONAL AUTHORITIES.

3. PRODUCTS AND MATERIALS (AS APPROVED BY CONSTRUCTION MANAGER OR AS WITHIN THE CONSTRUCTION DOCUMENTS):

   A. MATERIALS USED FOR TREE PROTECTION, EROSION CONTROL, SILTATION.

   B. MATERIALS USED FOR DUST CONTROL AS SUITABLE FOR SPECIFIC SITE CONDITIONS.

EARTHWORK:

1. CONTRACTOR'S SCOPE OF WORK:

   A. EXCAVATION, TRENCHING, FILLING, COMPACTION AND GRADING FOR STRUCTURES, SITE IMPROVEMENTS AND UTILITIES.

   B. MATERIALS FOR SUB-BASE, DRAINAGE FILL, FILL, BACKFILL AND GRAVEL FOR SLABS, PAVEMENTS AND IMPROVEMENTS.

   C. ROCK EXCAVATION WITHOUT BLASTING.

   D. SUPPLY OF ADDITIONAL MATERIALS FROM OFF-SITE AS REQUIRED.

   E. REMOVAL AND LEGAL DISPOSAL OF EXCAVATED MATERIALS AS REQUIRED.

   F. SITE GRADING.

   G. PLACEMENT AND COMPACTION OF FILL, SUBGRADE AND GRAVEL SURFACING.

   H. WHEN REQUIRED, CONSTRUCTION OF COMPOUND, ACCESS ROADS, FENCING AND ALL FOUNDATIONS.

2. CONTRACTOR'S QUALITY ASSURANCE:

   A. COMPACTION: UNDER STRUCTURES, FOUNDATIONS, BUILDING SLABS, PAVEMENTS AND WALKWAYS 95 PERCENT MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557 WITH PLUS OR MINUS 3 PERCENT OF OPTIMUM MOISTURE CONTENT.

   B. GRADING TOLERANCES OUTSIDE BUILDING LINES: LAWNS, UNPAVED AREAS AND WALKS, PLUS OR MINUS 1 INCH. UNDER PAVEMENTS, PLUS OR MINUS 1/2 INCH.

   C. GRADING TOLERANCE FOR FILL UNDER ALL CONCRETE APPLICATIONS: PLUS OR MINUS 1/2 INCH MEASURED WITH 10 FOOT STRAIGHTEDGE.

   D. CONTRACTOR MUST REFER TO THE GEOTECH REPORT FOR ALL COMPACTED FILL RECOMMENDATIONS. IF THE GEOTECH REPORT CONFLICTS WITH THE CONSTRUCTION DRAWINGS THEN STOP WORK AND CONTACT THE CLIENT AS SOON AS POSSIBLE.

3. PRODUCTS AND MATERIALS (AS APPROVED BY CONSTRUCTION MANAGER OR AS WITHIN CONSTRUCTION DOCUMENTS):

   A. SUB BASE MATERIAL: GRADED MIXTURE OF NATURAL OR CRUSHED GRAVEL, CRUSHED STONE OR SLAG AND NATURAL OR CRUSHED SAND.

   B. WASHED MATERIAL: UNIFORMLY GRADED MIXTURE OF CRUSHED STONE OR GRAVEL, WITH 100 PERCENT PASSING A 1-1/2 INCH SIEVE AND NOT MORE THAN 5 PERCENT PASSING A NO. 4 SIEVE.

   C. GRADING MATERIAL: SATISFACTORY NATIVE OR IMPORTED MATERIALS CONTAINING ROCK OR GRAVEL NOT LARGER THAN 2 INCHES IN ANY DIMENSION. GRADING MATERIAL SHALL NOT INCLUDE DEBRIS, WASTE, FROZEN MATERIALS, AND OTHER UNSUITABLE MATERIALS. IMPORTED MATERIAL SHALL HAVE A FINES CONTENT OF NO MORE THAN 5 PERCENT.

   D. BACKFILL MATERIALS: SATISFACTORY NON-COHESIVE NATIVE OR IMPORTED SOIL MATERIALS FREE OF CLAY, DEBRIS, WASTE, AND OTHER UNSUITABLE MATERIALS. ROCK OR GRAVEL SHALL NOT EXCEED 4 INCHES IN ANY DIMENSION. IMPORTED MATERIAL SHALL HAVE A FINES CONTENT OF NO MORE THAN 5 PERCENT.

   E. GRAVEL MATERIAL: EVENLY GRADED MIXTURE OF CRUSHED STONE OR GRAVEL, WITH 100 PERCENT PASSING A 1-1/2 INCH SIEVE AND NOT MORE THAN 5 PERCENT PASSING A NO. 4 SIEVE.

   F. GEOTEXTILE FABRIC: TYPAR 3401 OR EQUIVALENT

4. CLEARING AND GRUBBING:

   A. REMOVE ALL VEGETATION AND MATERIALS TO A MINIMUM DEPTH OF 6 INCHES. REMOVE STUMPS COMPLETELY UNDER FOUNDATIONS AND ROADWAY. DISPOSE OF CLEARING AND GRUBBING OFF-SITE, OR IN AN ON-SITE LOCATION APPROVED BY CONSTRUCTION MANAGER.

5. STRIPPING:

   A. STRIP NOT LESS THAN 3 INCHES OF VEGETATION AND TOPSOIL FROM AREAS THAT WILL UNDERLAY GRAVEL, PAVEMENT, NEW STRUCTURES, OR NEW EMBANKMENTS. STOCKPILE STRIPPED TOPSOIL ON-SITE FOR REUSE IN FINAL LANDSCAPING.

6. COMMON WEEDING:

   A. STERILIZE COMPOUND AREA WITH WEED KILLER/DEFOLIANT. THEN TREAT AREA WITH AN HERBICIDE SUCH AS PARQUET OR EQUIVALENT.

7. COMMON EXCAVATION:

   A. EXCAVATE TO DEPTH, LINES, AND GRADES SHOWN ON THE PLANS OR AS OTHERWISE SPECIFIED.

   B. TEMPORARILY STOCKPILE ON-SITE EXCAVATION AT AN APPROVED LOCATION WITHIN THE WORK AREA UNTIL SITE GRADING IS COMPLETE. STOCKPILE SHALL NOT EXCEED 15 FEET IN HEIGHT.

   C. DISPOSE OF EXCESS EXCAVATION OFF-SITE. MATERIALS REMOVED FROM SITE MUST BE DISPOSED OF IN A LEGAL MANNER.

8. EMBANKMENT:

   A. CONSTRUCT EMBANKMENT TO THE LINES AND GRADES SHOWN ON THE DRAWINGS.

   B. CONSTRUCT EMBANKMENT FROM ON-SITE EXCAVATION MATERIALS. USE IMPORTED BACKFILL ONLY AFTER AVAILABLE ON-SITE EXCAVATION MATERIALS HAVE BEEN USED.

   C. CONSTRUCT IN LIFTS OF NOT MORE THAN 9 INCHES IN LOOSE DEPTH. THE FULL WIDTH OF THE CROSS SECTION SHALL BE BROUGHT UP UNIFORMLY.

   D. MATERIAL SHALL BE PLACED IN LAYERS AND SHALL BE NEAR OPTIMUM MOISTURE CONTENT BEFORE ROLLING TO OBTAIN THE PRESCRIBED COMPACTION. WETTING OR DRYING OF THE MATERIAL AND MANIPULATION TO SECURE A UNIFORM MOISTURE CONTENT THROUGHOUT THE LAYER MAY BE REQUIRED. SUCH OPERATIONS SHALL BE INCLUDED IN THE APPROPRIATE BID ITEM. SHOULD THE MATERIAL BE TOO WET TO PERMIT PROPER COMPACTION, REMOVE AND REPLACE FILL WITH MATERIAL IN CONFORMANCE WITH THESE SPECIFICATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE MATERIAL WITH AN ACCEPTABLE MOISTURE CONTENT.

   E. WHEN APPLICABLE, DO NOT PLACE FROZEN MATERIAL IN THE EMBANKMENT, AND DO NOT PLACE EMBANKMENT MATERIAL UPON FROZEN MATERIAL.

   F. BE RESPONSIBLE FOR THE STABILITY OF EMBANKMENTS AND REPLACE ANY PORTION WHICH HAS BECOME DISPLACED DUE TO THE CONTRACTOR'S OPERATIONS.

   G. START LAYERS IN THE DEEPEST PORTION OF THE FILL, AND AS PLACEMENT PROGRESSES, CONSTRUCT LAYERS APPROXIMATELY PARALLEL TO THE FINISHED GRADE LINE.

   H. ROUTE EQUIPMENT, BOTH LOADED AND EMPTY, OVER THE FULL WIDTH OF EMBANKMENT TO ENSURE UNIFORMITY OF MATERIAL PLACEMENT.

   I. COMPACT EMBANKMENT UNDERLYING NEW GRAVEL PAVING, FLOOR SLABS, AND STRUCTURES TO 95 PERCENT MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557 WITH PLUS OR MINUS 3 PERCENT OF OPTIMUM MOISTURE CONTENT. COMPACT NON-STRUCTURAL AREA EMBANKMENTS TO A MINIMUM OF 90 PERCENT OF ASTM D-1557.

9. SITE GRADING:

   A. USING ON-SITE EXCAVATION MATERIALS, SHAPE, TRIM, FINISH, AND COMPACT SURFACE AREAS TO CONFORM TO THE LINES, GRADES, AND CROSS SECTIONS SHOWN ON THE DRAWINGS OR AS DESIGNATED BY THE CONSTRUCTION MANAGER.

   B. GRADE SURFACES TO DRAIN AND ELIMINATE ANY PONDING OR EROSION.

   C. ELIMINATE WHEEL RUTS BY REGRADING.

   D. CONSTRUCT FINISHED SURFACE OF SITE GRADING AREAS WITHIN ONE INCH FROM SPECIFIED GRADE.

10. SUBGRADE PREPARATION:

   A. SHAPE TOP OF SUBGRADE TO THE LINES AND GRADES SHOWN ON THE DRAWINGS.

   B. MAINTAIN TOP OF SUBGRADE IN A FREE-DRAINING CONDITION.

   C. DO NOT STOCKPILE MATERIALS ON TOP OF SUBGRADE UNLESS AUTHORIZED BY CONSTRUCTION MANAGER.

   D. COMPACT THE TOP 6 INCHES OF SUBGRADE TO A 95 PERCENT MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557.

   E. REMOVE AND REPLACE SOFT SOILS ON AREAS THAT "PUMP" OR DEFORM UNDER WEIGHT OF COMPACTION EQUIPMENT.

   F. CONSTRUCT TOP OF SUBGRADE WITHIN ONE INCH OF ESTABLISHED GRADE AND CROSS-SECTION.

11. GEOTEXTILE FABRIC:

   A. LAY GEOTEXTILE FABRIC OVER COMPACTED SUBGRADE AS PER CONSTRUCTION DOCUMENTS IN COMPOUND AND UNDER LENGTH OF ROAD (WHEN REQUIRED). LAP ALL JOINTS A MINIMUM OF 12 INCHES.

12. GRAVEL SURFACING:

   A. CONSTRUCT GRAVEL SURFACING AREAS USING CRUSHED AGGREGATE BASE AND FINISH COURSES AS SPECIFIED BY CONSTRUCTION MANAGER OR CONSTRUCTION DOCUMENTS.

   B. SPREAD GRAVEL AND RAKE TO A UNIFORM SURFACE.

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SUITE 110
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PROFESSIONAL ENGINEER

JUNE 30, 2021

MARC P. MAIER, PE
FL PROFESSIONAL ENGINEER LIC. # 72513

COCOA COMMONS
FA # 14386094

2003 MICHIGAN AVENUE
UNIT CELLTOWER
COCOA, FL 32926

SHEET DESCRIPTION

SPECIFICATIONS

SHEET NUMBER

SP-1

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TRENCHING:

CONTRACTOR MUST NOTIFY "ONE-CALL" UTILITY LOCATING SERVICE THREE DAYS PRIOR TO CONSTRUCTION TO FLAG ALL UNDERGROUND UTILITIES.

1. MATERIALS:

   A. FILL MATERIAL SHALL BE OBTAINED, TO THE MAXIMUM EXTENT POSSIBLE, FROM EXCAVATIONS ON-SITE. THE STRUCTURAL FILL SHOULD BE SAND AND SHALL BE APPROVED BY THE CONSTRUCTION MANAGER AND SHALL CONFORM TO LOCAL GOVERNING JURISDICTION AND UTILITY COMPANY REQUIREMENTS. THE FILL MATERIAL SHALL BE FREE FROM PERCEPTIBLE AMOUNTS OF WOOD, DEBRIS OR TOPSOIL AND SHALL NOT CONTAIN MARBLE OR OTHER ELEMENTS, WHICH TEND TO KEEP IT IN A PLASTIC STATE. MATERIALS DESIGNATED AS HAZARDOUS OR INDUSTRIAL BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA) ARE TO BE AVOIDED. THE FILL MATERIAL SHALL CONTAIN FINES SUFFICIENT TO FILL ALL VOIDS IN THE MATERIAL.

2. PIPE DETECTION AND IDENTIFICATION:

   A. UTILIZING WARNING TAPE: ALL ELECTRIC SERVICE TRENCHES SHALL BE MARKED WITH WARNING TAPE.

3. TRENCH EXCAVATION:

   A. DIG TRENCH TO LINES AND GRADES SHOWN ON THE PLANS OR AS DIRECTED BY CONSTRUCTION MANAGER.

   B. TRENCH WIDTH SHALL BE SUFFICIENT TO ALLOW FOR SATISFACTORY CONSTRUCTION AND INSPECTION OF THE PROJECT, WITHOUT ENDANGERING OTHER CONSTRUCTION WORK OR ADJACENT FACILITIES.

   C. DISPOSAL OF EXCESS AND UNSUITABLE EXCAVATION MATERIAL PROPERLY, AS DIRECTED BY CONSTRUCTION MANAGER.

   D. USE HAND METHODS FOR EXCAVATION THAT CANNOT BE ACCOMPLISHED WITHOUT ENDANGERING EXISTING OR NEW STRUCTURES OR OTHER FACILITIES.

4. TRENCH PROTECTION:

   A. PROVIDE MATERIALS, LABOR, AND EQUIPMENT NECESSARY TO PROTECT TRENCHES AT ALL TIMES.

   B. SHEETING AND BRACING: MEET OR EXCEED OSHA REQUIREMENTS.

5. BACKFILLING:

   A. A PRELIMINARY EARTH RESISTIVITY TEST SHALL BE PERFORMED PRIOR TO BACKFILLING.

   B. BACKFILL AND/OR BEDDING SHALL NOT BE PLACED IN A TRENCH UNTIL THE TRENCH WORK AND BACKFILL HAS BEEN INSPECTED AND APPROVED BY THE CLIENT. CONTRACTOR TO NOTIFY CLIENT'S CONSTRUCTION MANAGER AT LEAST 24 HOURS IN ADVANCE OF EXPECTED BACKFILL.

   C. IF BACKFILL MATERIAL IS NOT SUITABLE (CONTAINS DEBRIS OR ROCK), REPLACE WITH A LOW RESISTANCE GROUND ENHANCEMENT MATERIAL.

   D. WHENEVER CLIENT REQUIRES THE REMOVAL OF WET OR OTHERWISE UNSTABLE SUBGRADE FROM THE FILL MATERIAL PREVIOUSLY PLACED BY THE CONTRACTOR, THE CONTRACTOR SHALL BEAR THE COST OF ALL REMOVAL OF UNSTABLE SOIL AND WITH BACKFILLING OF THE TRENCH.

   E. BACKFILL SHALL BE PLACED AND PACKED DOWN TIGHTLY TO ACHIEVE 95 PERCENT MAXIMUM DRY DENSITY AS OBTAINED THROUGH THE STANDARD PROCTOR METHOD (ASTM D-698).

   F. FOLLOWING AN APPROVED INSPECTION, BACKFILL MATERIAL SHALL BE DEPOSITED IN THE TRENCH WITH HAND SHOVELS (NOT BY MEANS OF WHEELBARROWS, CARTS, TRUCKS, BULLDOZERS, OR SIMILAR EQUIPMENT) IN 4" LAYERS AND COMPACTED BY MECHANICAL TAMPERS UNTIL THE CONDUCTOR OR PIPE HAS A COVER OF NOT LESS THAN 12" THE REMAINDER OF THE BACKFILL MATERIAL SHALL THEN BE DEPOSITED IN THE TRENCH IN 8" LAYERS AND MECHANICALLY COMPACTED.

   G. PROTECT CONDUIT FROM LATERAL MOVEMENT, DAMAGE FROM IMPACT OR UNBALANCED LOADING TO AVOID DISPLACEMENT OF CONDUIT AND/OR STRUCTURES. ANY SUBSEQUENT SETTLEMENT SHALL BE CONSIDERED THE RESULT OF IMPROPER COMPACTION AND SHALL BE PROMPTLY CORRECTED.

   H. IF REQUIRED COMPACTION DENSITY HAS NOT BEEN OBTAINED, REMOVE THE BACKFILL FROM THE TRENCH OR STRUCTURE, REPLACE WITH APPROVED BACKFILL, AND RE-COMPACT AS SPECIFIED.

STRUCTURAL NOTES:

1. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIALS OR PROCEEDING WITH CONSTRUCTION.
2. THE GENERAL CONTRACTOR AND HIS SUB CONSULTANTS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS WHICH MAY BE REQUIRED FOR THE WORK.
3. STRUCTURAL STEEL SHALL CONFORM TO SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS, AISC 360-05 INCLUDING THE COMMENTARY AND THE AISC CODE OF STANDARD PRACTICE.
4. STRUCTURAL STEEL PLATES, ANGLES, AND CHANNELS SHALL CONFORM TO ASTM A36. STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE B. STRUCTURAL STEEL BEAMS SHALL CONFORM TO ASTM A992, GRADE 50. ALL STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500 GRADE B. ALL STRUCTURAL STEEL COMPONENTS AND FABRICATED ASSEMBLIES SHALL BE HOT DIP GALVANIZED-ASTM A123 AFTER FABRICATION. FIELD TOUCH UP WITH 3 COATS OF ZINC RICH PAINT ALL RAW EDGES AND/OR AREAS WHERE THE GALVANIZED FINISH HAS BEEN DISTURBED (ALL EXISTING AND NEW AREAS).
5. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS 01.1). STRUCTURAL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX. FIELD TOUCH UP WITH ZINC RICH PAINT (ALL EXISTING AND NEW AREAS) AFTER WELDING IS COMPLETE.
6. ALL THREADED STRUCTURAL FASTENERS FOR ANTENNA SUPPORT ASSEMBLIES SHALL CONFORM TO ASTM A307 OR ASTM A36. ALL STRUCTURAL FASTENERS FOR STRUCTURAL STEEL FRAMING SHALL CONFORM TO ASTM A325. FASTENERS SHALL BE 5/8 INCH MIN. UNLESS NOTED OTHERWISE, DIAMETER BEARING TYPE CONNECTIONS WITH THREADS EXCLUDED IN THE SHEAR PLANE. ALL EXPOSED FASTENERS, NUTS AND WASHERS SHALL BE GALVANIZED UNLESS OTHERWISE NOTED. CONCRETE EXPANSION ANCHORS SHALL BE HILTI KWIK BOLTS UNLESS OTHERWISE NOTED. ALL ANCHORS INTO CONCRETE SHALL BE STAINLESS STEEL.
7. ALL REINFORCING STEEL SHALL CONFORM TO ASTM 615 GRADE 60, DEFORMED BILLET STEEL BARS. WELDED WIRE FABRIC REINFORCING SHALL CONFORM TO ASTM A185.
8. CONCRETE FOR THE FOUNDATION PAD SHALL BE 4000 PSI NORMAL WEIGHT CONCRETE. CONCRETE STRENGTH SHALL BE VERIFIED BY CONCRETE CYLINDER TESTS (A MINIMUM SET OF FOUR CYLINDERS). PROVIDE 4 TO 6% AIR ENTRAINMENT FOR ALL CONCRETE SUBJECT TO FREEZE - THAW CYCLE.
9. MINIMUM CONCRETE COVER REINFORCEMENT SHALL BE 2" UNLESS NOTED OTHERWISE. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH SHALL HAVE A MINIMUM CONCRETE COVER OF 3".
10. CONTRACTOR SHALL COORDINATE ALL PENETRATIONS, CONDUIT, CHAMFERS, AND EMBEDDED ITEMS PRIOR TO CONCRETE PLACEMENT AND/OR STEEL ERECTION. CONTRACTOR SHALL VERIFY ALL SIZES AND LOCATIONS.
11. DO NOT IMPOSE SERVICE LOAD (i.e. FLOOR DEAD AND LIVE LOADS, BACKFILL. ETC.) UNTIL THE CONCRETE HAS REACHED ITS SPECIFIED MINIMUM COMPRESSIVE STRENGTH.
12. BACKFILL SHALL BE CLEAN SAND FILL APPROVED FOR USE BY THE ENGINEER. NO UNAPPROVED MATERIAL WILL BE ALLOWED. CLEAN SAND FILL SHALL BE FREE OF ALL ROOTS, BOULDERS, OR OTHER DELETERIOUS MATERIAL.
13. SOIL SHALL BE COMPACTED TO 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY TO A MINIMUM OF 2 FEET BELOW THE BOTTOM OF THE FOOTINGS, AND SHALL OBTAIN A 2000 PSF MINIMUM ALLOWABLE BEARING CAPACITY.

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JUNE 30, 2021

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FA # 14386094

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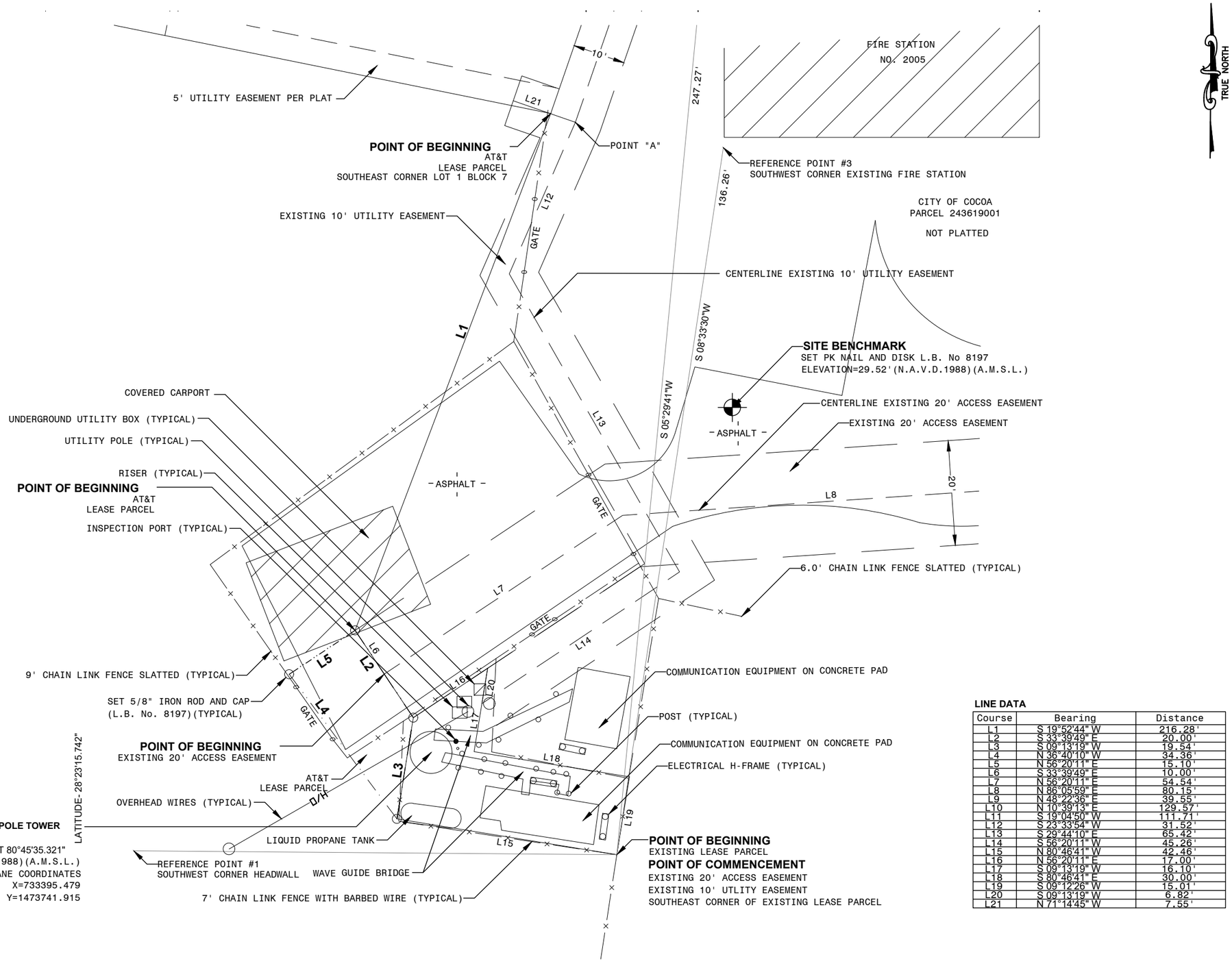
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1 C-1A **SURVEY**
SCALE: NTS

LINE DATA

Course	Bearing	Distance
L1	S 19°52'44" W	216.28'
L2	S 33°39'49" E	20.00'
L3	S 09°13'19" W	19.54'
L4	N 36°40'10" W	34.36'
L5	N 56°20'11" E	15.10'
L6	S 33°39'49" E	10.00'
L7	N 56°20'11" E	54.54'
L8	N 86°05'55" E	80.15'
L9	N 48°22'36" E	39.55'
L10	N 10°38'13" E	129.57'
L11	S 19°04'50" W	111.71'
L12	S 23°33'54" W	31.52'
L13	S 29°44'10" E	65.42'
L14	S 56°20'11" W	45.26'
L15	N 80°46'41" W	42.46'
L16	N 56°20'11" E	17.00'
L17	S 09°13'19" W	16.10'
L18	S 80°46'41" E	30.00'
L19	S 09°12'26" W	15.01'
L20	S 09°13'19" W	6.82'
L21	N 71°14'45" W	7.55'

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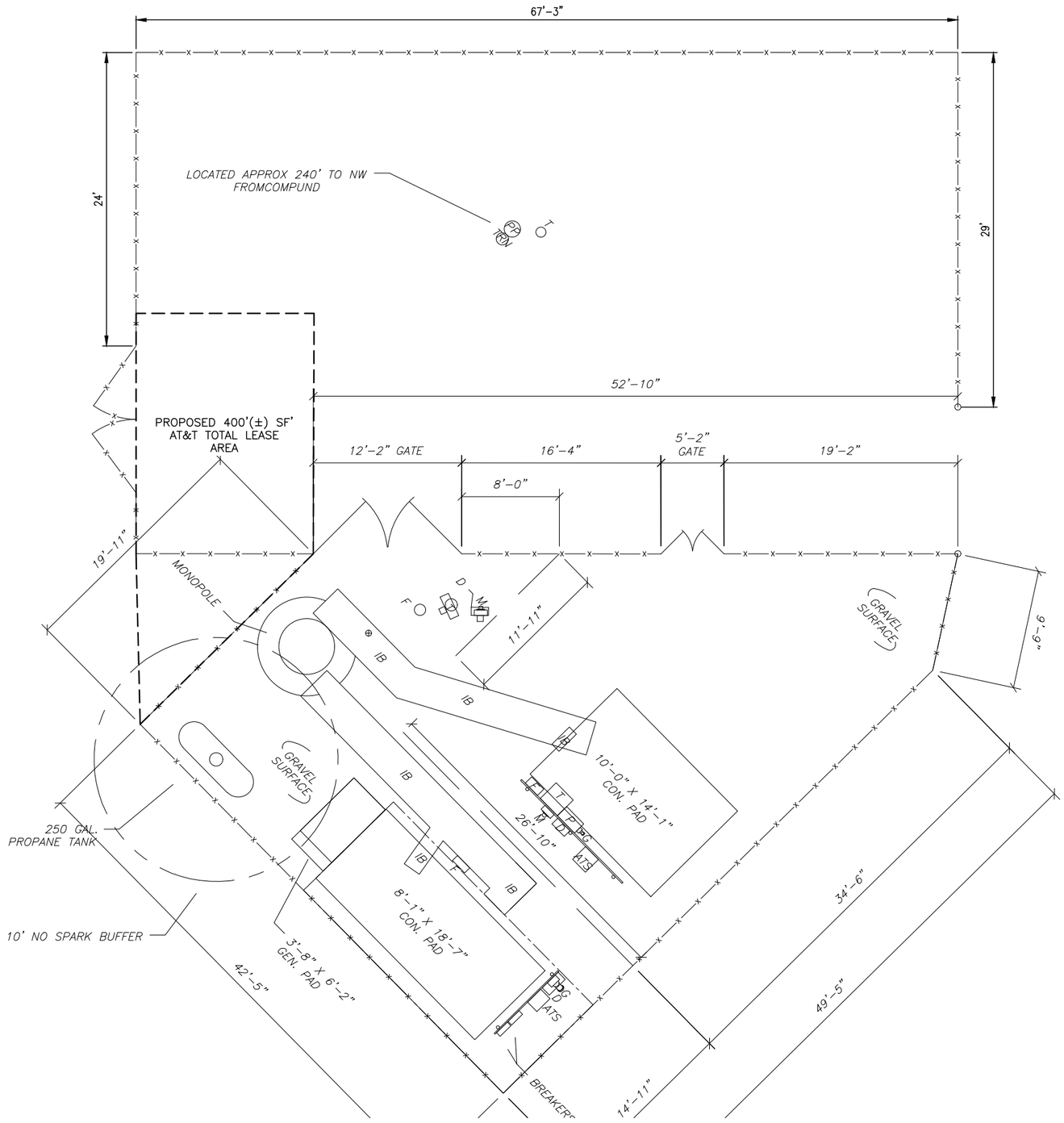
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EXISTING
COMPOUND PLAN

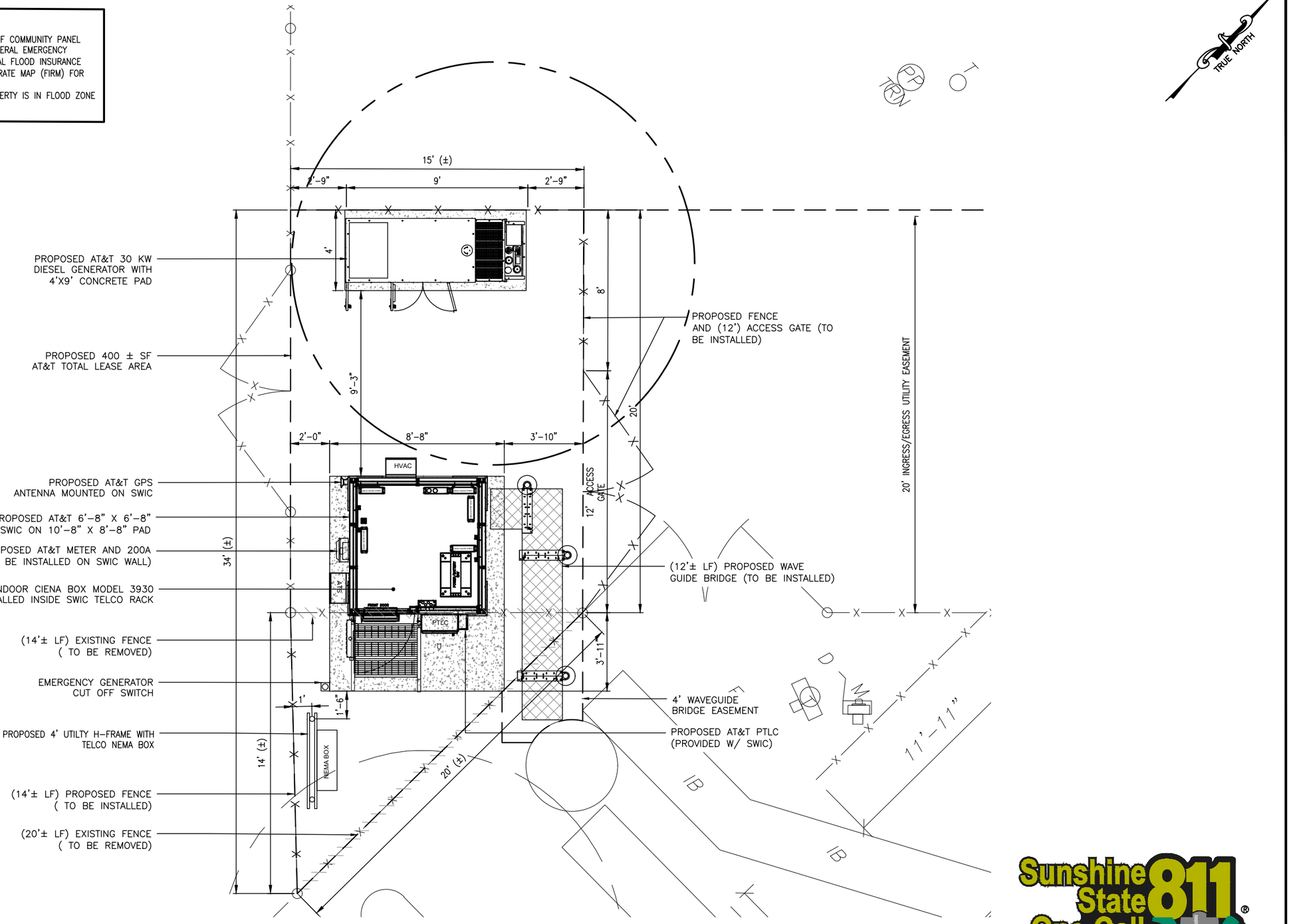
SHEET NUMBER

C-1

USA Engineering - T:\00-2019 PROJECTS\17-Smartlink\03-Smartlink NSB\Cocoa Commons_14386094\Design\Cocoa Commons_14386094__NSB_recover.dwg June 30, 2021 1:22:40 PM marcm

FLOOD NOTE

ACCORDING TO MY INTERPRETATION OF COMMUNITY PANEL NUMBER 12009C0320 G OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) FOR CITY OF COCOA, FLORIDA,
DATED 3/17/14, THE SUBJECT PROPERTY IS IN FLOOD ZONE "X" AREA OF MINIMAL FLOOD HAZARD



1 C-2 PROPOSED COMPUND PLAN
SCALE: 1" = 5'

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ONE CALL - DIAL 811
CALL 3 WORKING DAYS
BEFORE YOU DIG
1-800-638-4097

REV	DATE	DESCRIPTION
A	10/15/19	PRELIMINARY CDs REV "A"
B	11/21/19	PRELIMINARY CDs REV "B"
C	3/17/20	PRELIMINARY CDs REV "C"
0	3/23/20	ISSUED FOR CDs REV "0"
1	6/30/21	UPDATED CODES
2		
3		
4		
5		
6		
7		

DRAWN BY:	CHECKED BY:
KV	PB

at&t
3210 LAKE EMMA ROAD
LAKE MARY, FL 32746
FAX (407) 771-1398

smartlink
1997 ANNAPOLIS EXCHANGE PKWY.
SUITE 200
ANNAPOLIS, MD 21401

PREPARED BY:
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2818 CYPRESS RIDGE BLVD.
SUITE 110
WESLEY CHAPEL, FL 33544
(813) 994-0365
FL COA #31705

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JUNE 30, 2021
MARC P. MAIER, PE
FL PROFESSIONAL ENGINEER LIC. # 72513

COCOA COMMONS
FA # 14386094
2003 MICHIGAN AVENUE
UNIT CELLTOWER
COCOA, FL 32926

SHEET DESCRIPTION
PROPOSED COMPOUND PLAN

SHEET NUMBER
C-2

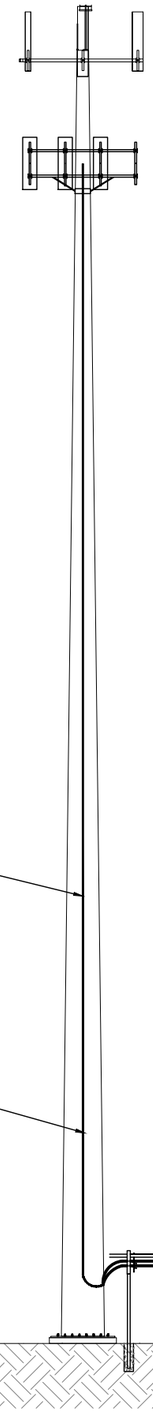
USA Engineering - T:\00-2019 PROJECTS\17-Smartlink\03-Smartlink NSB\Cocoa Commons_14386094\Design\Cocoa Commons_14386094__NSB_recover.dwg June 30, 2021 1:22:41 PM marcm

USA Engineering – T:\00-2019 PROJECTS\17-Smartlink\03-Smartlink NSB\Cocoa Commons_14386094\Design\Cocoa Commons_14386094__NSB_recover.dwg June 30, 2021 1:22:43 PM marcm

TOP OF TOWER
ELEV. = 148'-0" AGL

℄ OF EXISTING ANTENNAS
ELEV. = 148'-0" AGL

℄ OF PROPOSED AT&T ANTENNAS
ELEV. = 130'-0" AGL



EXISTING MONOPOLE

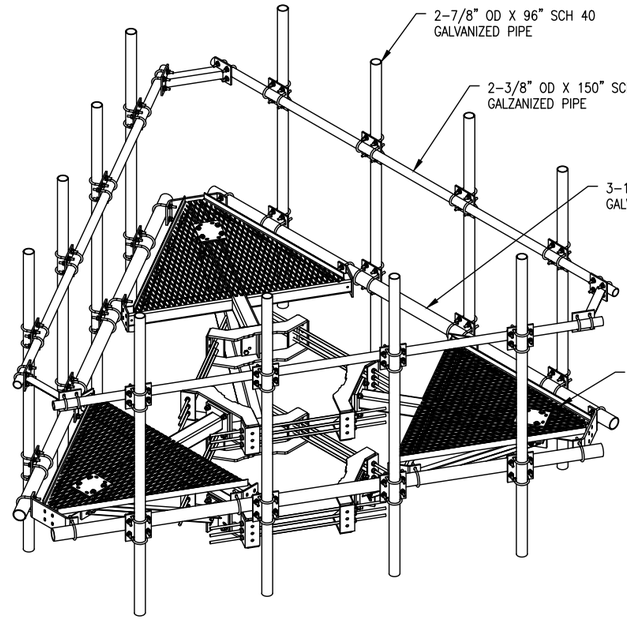
PROPOSED AT&T
WAVEGUIDE BRIDGE

PROPOSED AT&T CABLES
ROUTED INSIDE EXISTING
TOWER IN 2"ø INNERDUCT

PROPOSED (6'-8" x 6'-8") AT&T
EQUIPMENT SWIC PAD WITH
SEPARATE 30KW GENERATOR ON
EXISTING (9'-0" X 4'-0") PAD

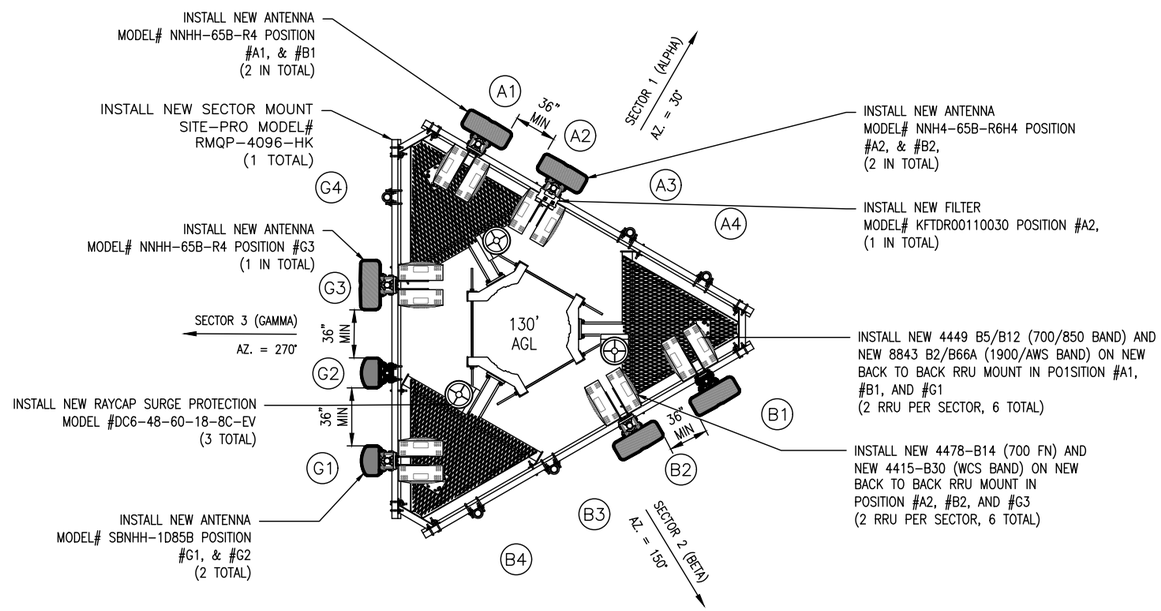
1 S-1 TOWER ELEVATION
SCALE: N.T.S.

NOTES:
1. REFER TO CURRENT RFDS ANTENNA SCHEDULE FOR ADDITIONAL INFO.
2. ADJUST ANTENNA MOUNTS AS REQUIRED TO ACHIEVE THE AZIMUTH SPECIFIED AND LIMIT RF SHADOWING
3. UNLESS NOTED OTHERWISE THE CONTRACTOR MUST PROVIDE ALL MATERIAL NECESSARY.
4. CONTRACTOR TO RETURN ALL EXISTING ANTENNAS BEING REMOVED TO AT&T.
5. EXACT LOCATION OF DC-6 TO BE DETERMINED BY FIELD PERSONNEL.



PLATFORM MOUNT W/HANDRAIL KIT
(SITE-PRO #RMQP-4096-HK)
2 S-1 SCALE: N.T.S.

CONTRACTOR TO ENSURE MINIMUM OF 36" SPACING BETWEEN ALL ANTENNAS PER SECTOR



3 S-1 PROPOSED ANTENNA CONFIGURATION DETAIL
SCALE: 1"=5'

REV	DATE	DESCRIPTION
A	10/15/19	PRELIMINARY CDs REV "A"
B	11/21/19	PRELIMINARY CDs REV "B"
C	3/17/20	PRELIMINARY CDs REV "C"
0	3/23/20	ISSUED FOR CDs REV "0"
1	6/30/21	UPDATED CODES
2		
3		
4		
5		
6		
7		

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LAKE MARY, FL 32746
FAX (407) 771-1398

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SUITE 200
ANNAPOLIS, MD 21401

PREPARED BY:
USA ENGINEERING
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SUITE 110
WESLEY CHAPEL, FL 33544
(813) 994-0365
FL COA #31705

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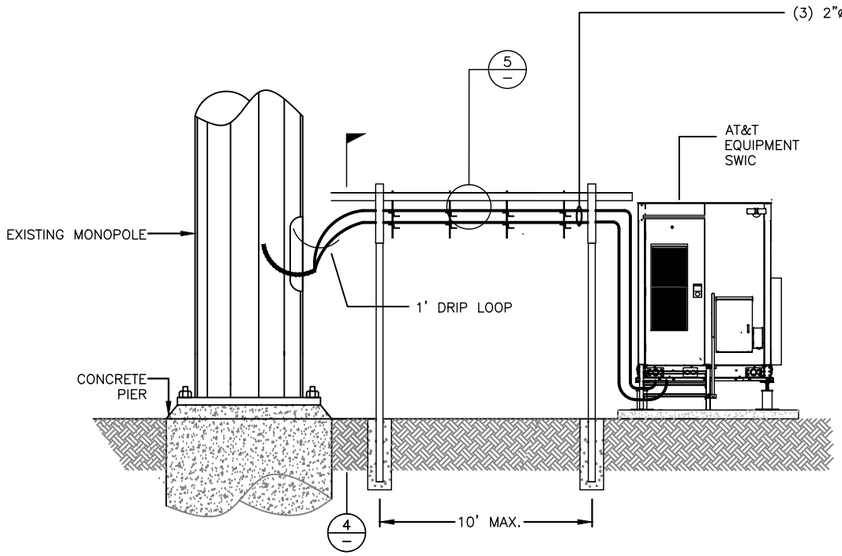
MARC P. MAIER
LICENSE
No 72513
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

JUNE 30, 2021
MARC P. MAIER, PE
FL PROFESSIONAL ENGINEER LIC. # 72513

COCOA COMMONS
FA # 14386094
2003 MICHIGAN AVENUE
UNIT CELLTOWER
COCOA, FL 32926

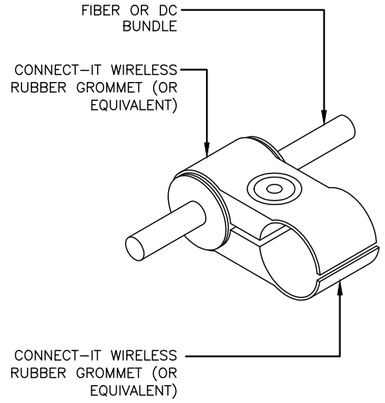
SHEET DESCRIPTION
TOWER ELEVATION AND ANTENNA ORIENTATION

SHEET NUMBER
S-1



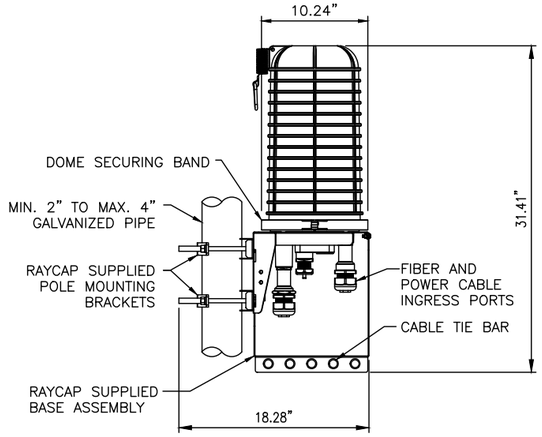
1 S-2 COAX BRIDGE ELEVATION (SIDE)

SCALE: N.T.S.



2 S-2 FIBER & DC CABLE MOUNTING DETAIL

SCALE: N.T.S.

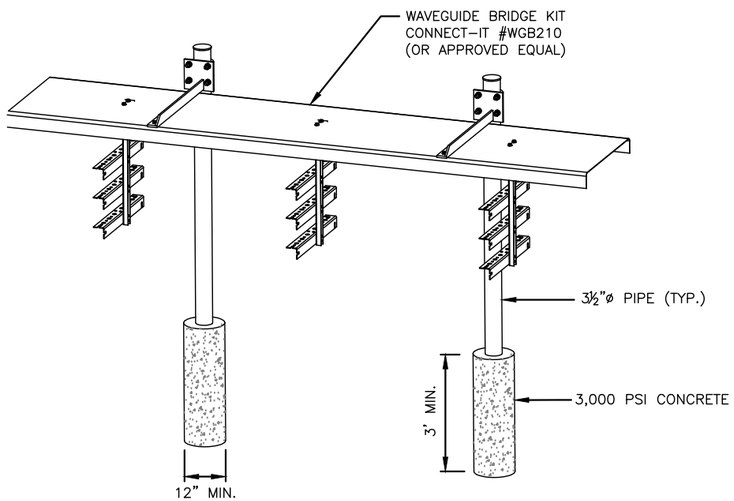


NOTES:

1. UNIT SHALL BE MOUNTED AS PER MANUFACTURER'S RECOMMENDATIONS.
2. CONTRACTOR SHALL TIGHTEN ALL BOLTS TO A "SNUG TIGHT" CONDITION AS DEFINED BY AISC.
3. CONTRACTOR SHALL INSTALL RAYCAP DISTRIBUTION UNIT WITHIN 15 FEET FROM ALL RRH'S.

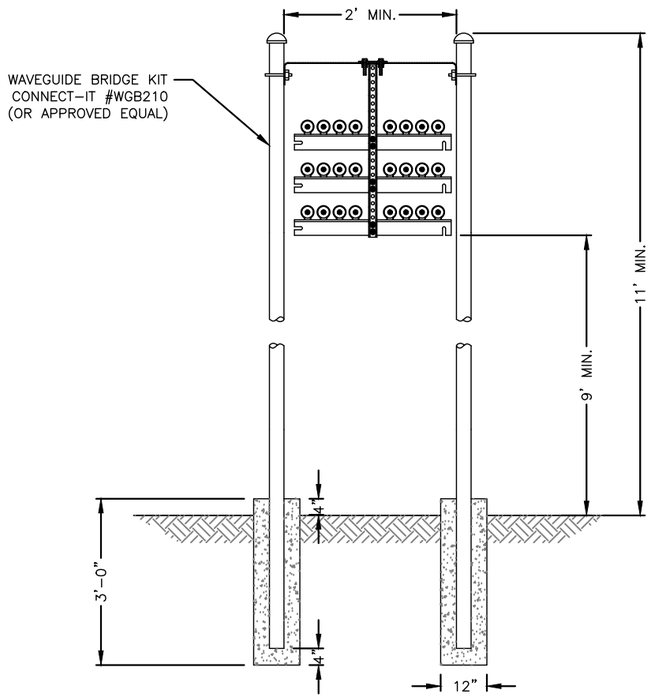
3 S-2 DC6-48-60-18-8C-EV MOUNT DETAIL

SCALE: N.T.S.



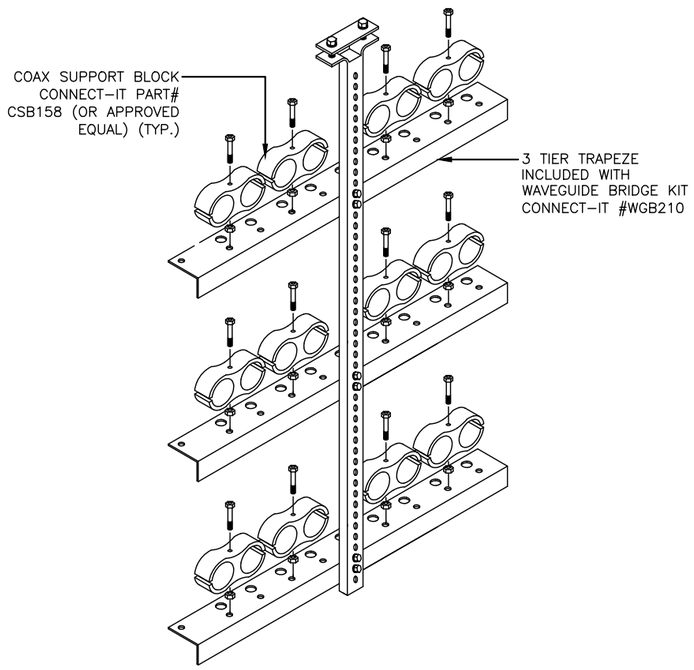
4 S-2 COAX BRIDGE AXONOMETRIC

SCALE: N.T.S.



5 S-2 COAX BRIDGE CROSS-SECTION

SCALE: N.T.S.



6 S-2 TRAPEZE ISOMETRIC

SCALE: N.T.S.

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ANNAPOLIS, MD 21401

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JUNE 30, 2021

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FA # 14386094

2003 MICHIGAN AVENUE
UNIT CELLTOWER
COCOA, FL 32926

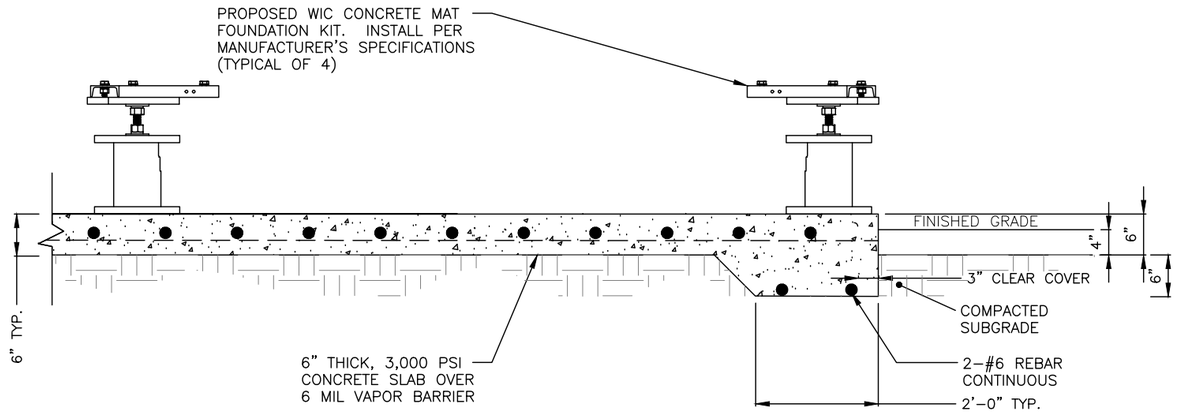
SHEET DESCRIPTION

MISCELLANEOUS DETAILS

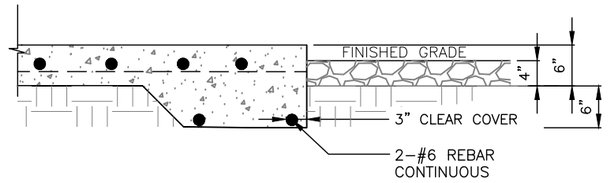
SHEET NUMBER

S-2

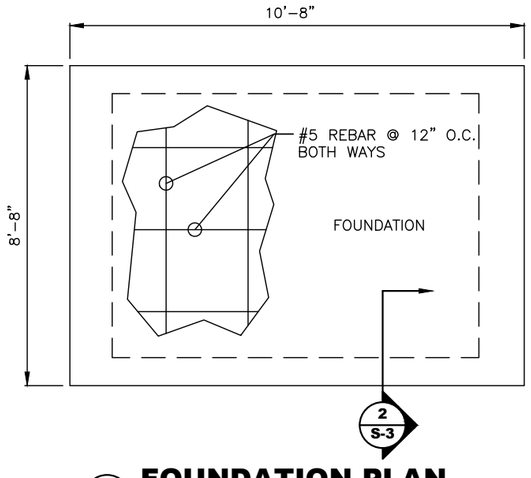
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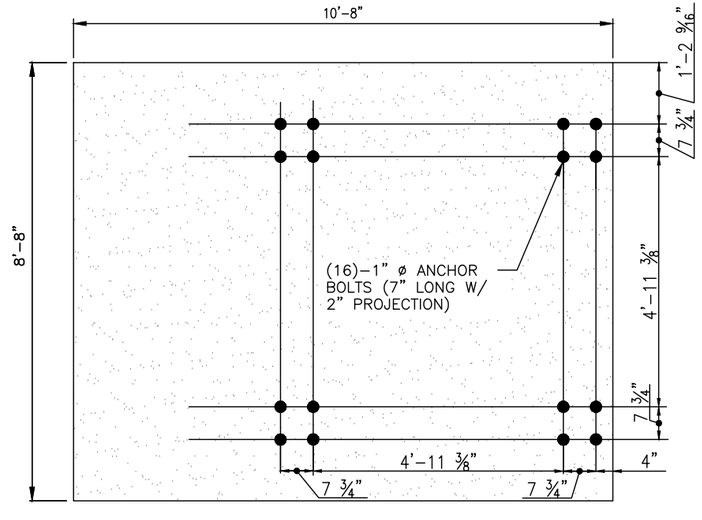
1 S-3 FOUNDATION DETAIL
SCALE: N.T.S.



2 S-3 FOUNDATION SECTION
SCALE: N.T.S.



3 S-3 FOUNDATION PLAN
SCALE: N.T.S.



4 S-3 SWIC CONCRETE MOUNT FOUNDATION KIT
SCALE: N.T.S.

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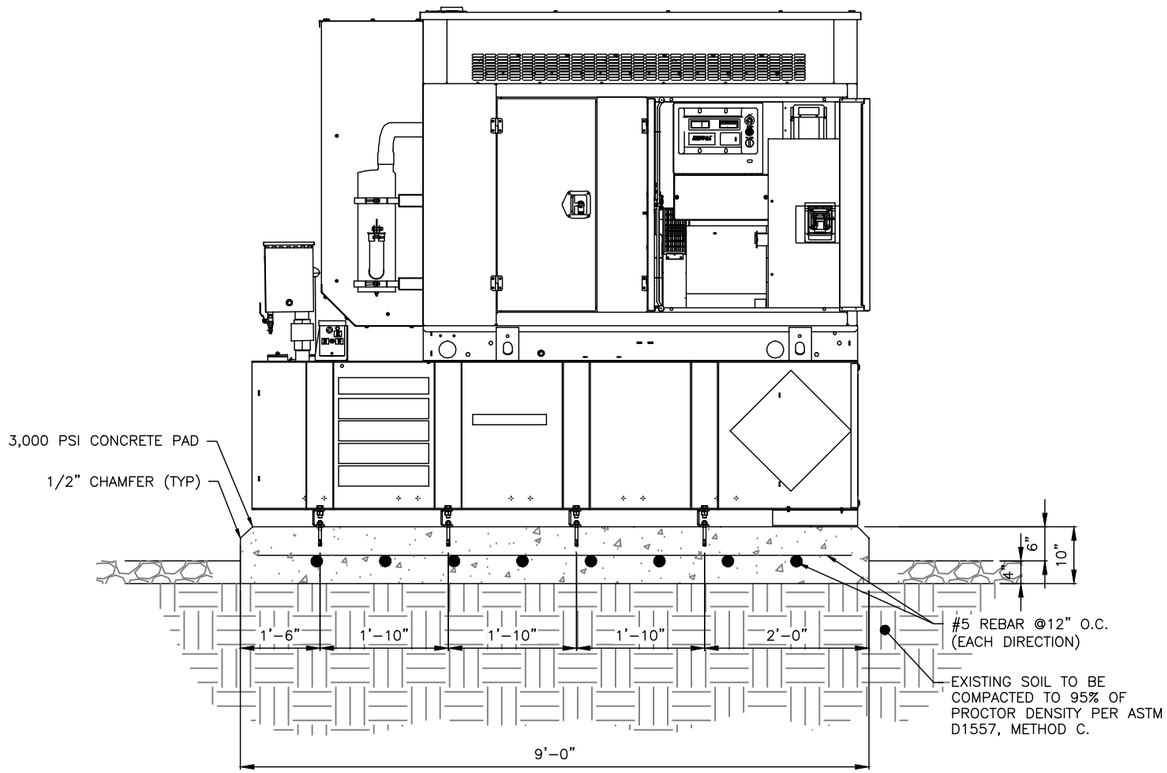
COCOA COMMONS
FA # 14386094

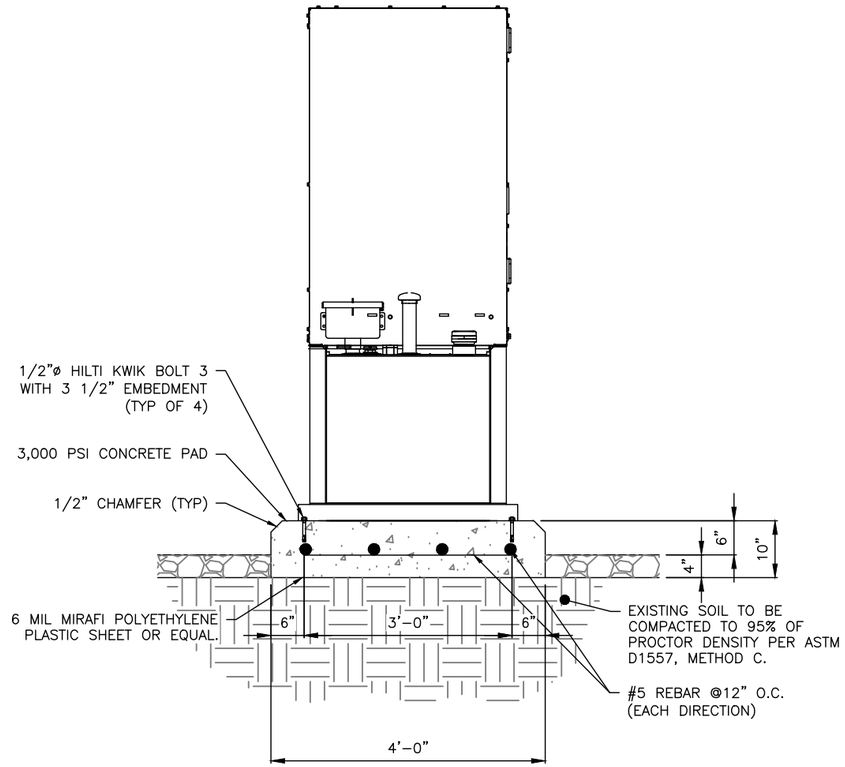
2003 MICHIGAN AVENUE
UNIT CELLTOWER
COCOA, FL 32926

SHEET DESCRIPTION
SWIC FOUNDATION DETAILS

SHEET NUMBER
S-3

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1 S-4 GENERATOR CONCRETE PAD SECTIONS

SCALE: N.T.S.

REV	DATE	DESCRIPTION
A	10/15/19	PRELIMINARY CDs REV "A"
B	11/21/19	PRELIMINARY CDs REV "B"
C	3/17/20	PRELIMINARY CDs REV "C"
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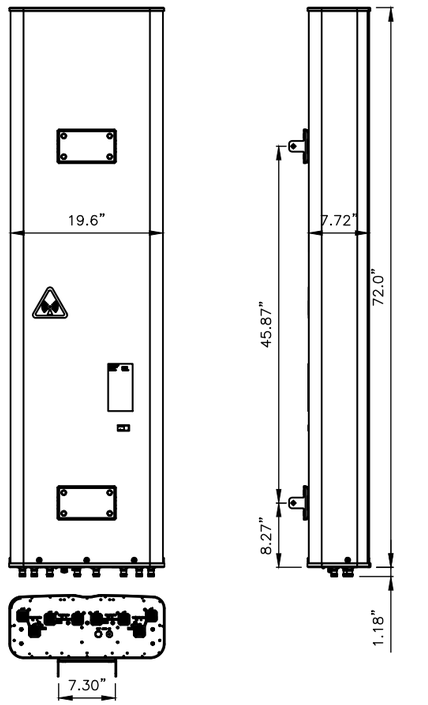
SHEET DESCRIPTION

GENERATOR DETAILS

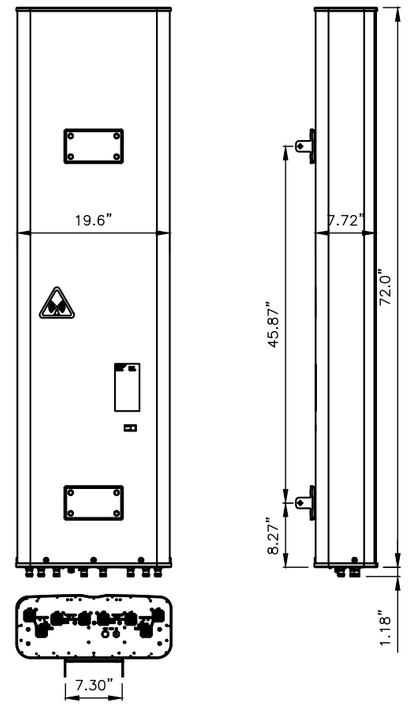
SHEET NUMBER

S-4

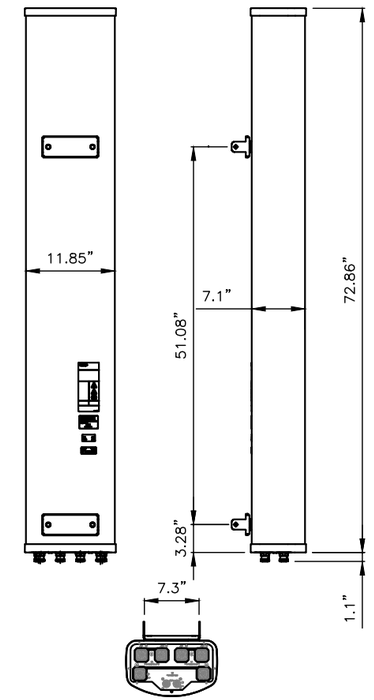
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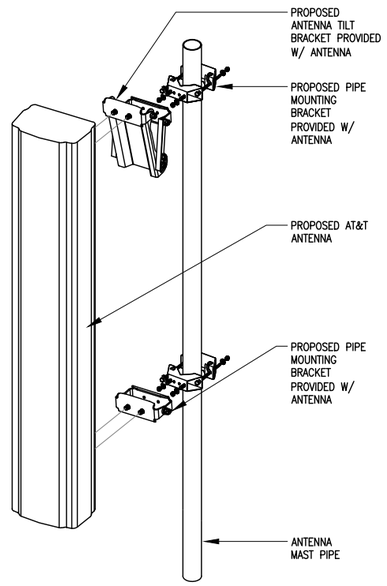
1 S-5 **NNHH-65B-R4**
SCALE: N.T.S.



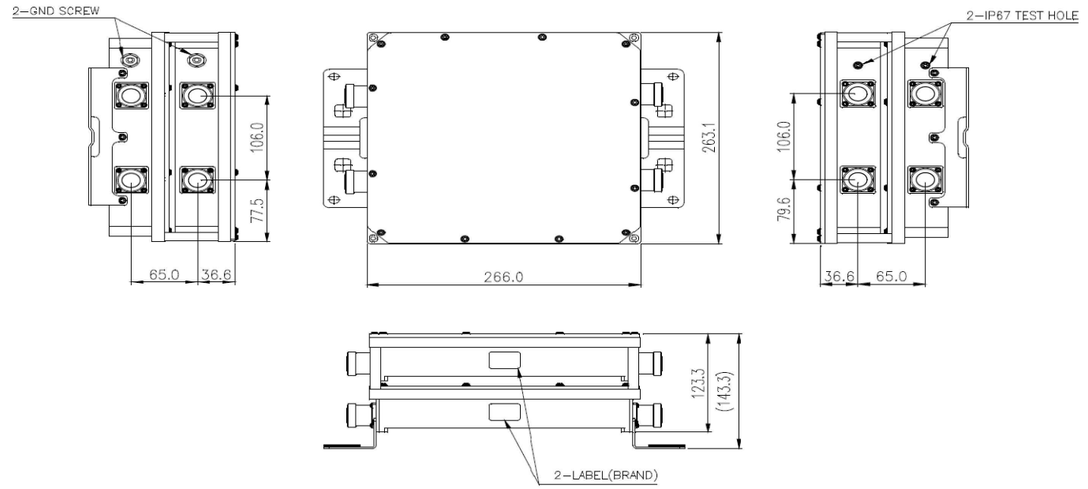
2 S-5 **NNH4-65B-R6H4**
SCALE: N.T.S.



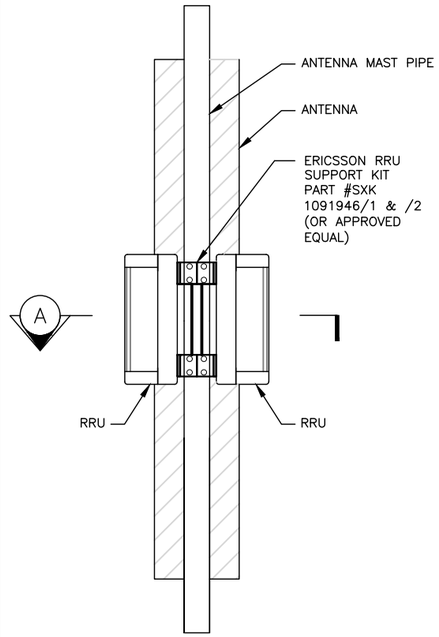
3 S-5 **SBNHH-1D85B**
SCALE: N.T.S.



4 S-5 **ANTENNA MOUNTING DETAIL**
SCALE: N.T.S.

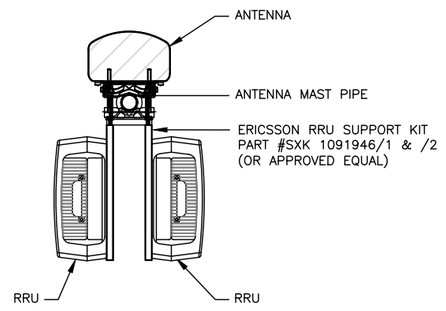


WCS FILTER - DOUBLE UNIT
KFTDRT710020
5 S-5 SCALE: N.T.S.



NOTE:
DETAIL IS DIAGRAMMATIC.
CONTRACTOR TO INSTALL RRU'S ON RRU MOUNT BEST SUITED FOR ANTENNA CONFIGURATION.

BACK VIEW



NOTE:
DETAIL IS DIAGRAMMATIC. CONTRACTOR TO INSTALL RRU'S ON RRU MOUNT BEST SUITED FOR ANTENNA CONFIGURATION.

SECTION A

6 S-5 **RRU MOUNTING DETAIL**
SCALE: N.T.S.

REV	DATE	DESCRIPTION
A	10/15/19	PRELIMINARY CDs REV "A"
B	11/21/19	PRELIMINARY CDs REV "B"
C	3/17/20	PRELIMINARY CDs REV "C"
0	3/23/20	ISSUED FOR CDs REV "0"
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KV	PB

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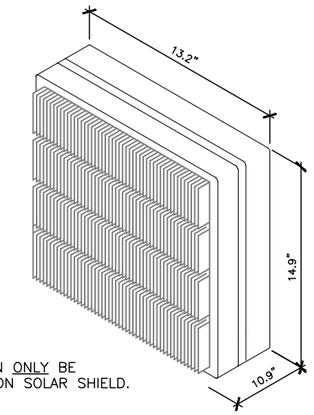
SHEET DESCRIPTION
MISCELLANEOUS DETAILS

SHEET NUMBER
S-5

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ERICSSON RRUS-8843 B2/B66A

-DIMENSIONS (H x W x D):
14.9" x 13.2" x 10.9" (INCLUDES SUNSHIELD)
-WEIGHT: 72 LBS
-B2 TX=1930-1990 MHZ, B66A TX=2110-2180 MHZ
-B2 RX=1850-1910 MHZ, B66A RX=1710-1780 MHZ
-BREAKER SIZE=2X30A, DC POWER CONSUMPTION = 1520 W

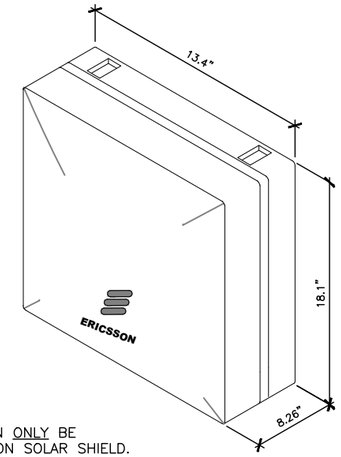


NOTE:
RRUS CAN ONLY BE
PAINTED ON SOLAR SHIELD.

1 S-6 RRUS 8843 B2/B66A DETAIL
SCALE: N.T.S.

ERICSSON B14 4478

-DIMENSIONS (H x W x D):
18.1" x 13.4" x 8.26" (INCLUDES SUNSHIELD)
-WEIGHT: 59.4 LBS
-B14 TX=758-768 MHZ
-B14 RX=788-798 MHZ
-BREAKER SIZE=25A, DC POWER CONSUMPTION = 650 W

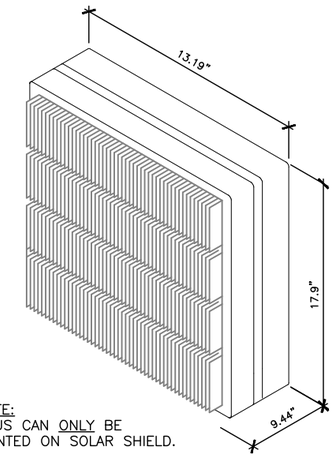


NOTE:
RRUS CAN ONLY BE
PAINTED ON SOLAR SHIELD.

2 S-6 B14 4478 DETAIL
SCALE: N.T.S.

ERICSSON RRUS-4449 B5/B12

-DIMENSIONS (H x W x D):
17.9" x 13.19" x 9.44" (INCLUDES SUNSHIELD)
-WEIGHT: 71 LBS
-B5 TX=869-894 MHZ, B12 TX=729-746 MHZ
-B5 RX=824-849 MHZ, B12 RX=699-716 MHZ
-BREAKER SIZE=2X25A, DC POWER CONSUMPTION = 1440 W

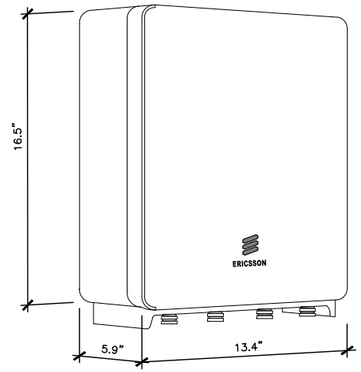


NOTE:
RRUS CAN ONLY BE
PAINTED ON SOLAR SHIELD.

3 S-6 RRUS 4449 B5/B12 DETAIL
SCALE: N.T.S.

ERICSSON RRUS-4415 B30

-DIMENSIONS (H x W x D):
16.5" x 13.4" x 5.9" (INCLUDES SUNSHIELD)
-WEIGHT: 47.4 LBS
-B30 A+B TX=2350-2360 MHZ
-B30 A+B TX=2305-2315 MHZ
-BREAKER SIZE=25A, DC POWER CONSUMPTION = 670 W



NOTE:
RRUS CAN ONLY BE
PAINTED ON SOLAR SHIELD.

4 S-6 4415 B30 DETAIL
SCALE: N.T.S.

REV	DATE	DESCRIPTION
A	10/15/19	PRELIMINARY CDs REV "A"
B	11/21/19	PRELIMINARY CDs REV "B"
C	3/17/20	PRELIMINARY CDs REV "C"
0	3/23/20	ISSUED FOR CDs REV "0"
1	6/30/21	UPDATED CODES
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7		

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at&t
3210 LAKE EMMA ROAD
LAKE MARY, FL 32746
FAX (407) 771-1398

smartlink
1997 ANNAPOLIS EXCHANGE PKWY.
SUITE 200
ANNAPOLIS, MD 21401

PREPARED BY:
USA ENGINEERING
2818 CYPRESS RIDGE BLVD.
SUITE 110
WESLEY CHAPEL, FL 33544
(813) 994-0365
FL COA #31705

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MARC P. MAIER LICENSE No 72513 STATE OF FLORIDA PROFESSIONAL ENGINEER

JUNE 30, 2021

MARC P. MAIER, PE
FL PROFESSIONAL ENGINEER LIC. # 72513

COCOA COMMONS
FA # 14386094
2003 MICHIGAN AVENUE
UNIT CELLTOWER
COCOA, FL 32926

SHEET DESCRIPTION
MISCELLANEOUS DETAILS

SHEET NUMBER
S-6

USA Engineering - T:\00-2019 PROJECTS\17-Smartlink\03-Smartlink NSB\Cocoa Commons_14386094\Design\Cocoa Commons_14386094_NSB_recover.dwg June 30, 2021 1:22:51 PM marcm

DC / FIBER DEMARCATION BOX

RAYCAP DC FIBER DEMARCATION BOX			CABLES				NOTES
MOUNTING HEIGHT	MODEL	QTY	MODEL	SIZE	QTY	LENGTH PER LINE	Please use SFP-7 module for LTE700,LTE850,1900 and AWS.
130'-0"	DC6-48-60-18-8C-EV	3	ROSENBERGER (18) PAIR FIBER TRUNK	3/8"	3	160'-0"	
			(6)- #6 AWG TINNED COPPER CONDUCTORS	3/4"	6	160'-0"	

ANTENNA AND COAX SCHEDULE

		ANTENNAS							CABLES					RRU		A2 MOD	DIPLEXER/TRIPLEXER			FILTER	
SECTOR	AZ	RAD CENTER	ANTENNA MAKE	ANTENNA MODEL	(QTY)	APPROXIMATE ANTENNA SPECS	DOWN TILT ELEC	DOWN TILT MECH	MODEL	SIZE	(QTY)	LENGTH/ LINE	COLOR CODE	MODEL	(QTY)	(QTY)	MODEL	TWR (QTY)	GRND (QTY)	MODEL	(QTY)
ALPHA (A1)	30°	130'-0"	Commscope	NNHH-65B-R4	1	H=72" x W=19.6" x D=7.8"	6°/3°	-	-	-	-	-	-	-	-	-	-	-	-	-	-
									ROSENBERGER FIBER JUMPER (DC6 TO RRU)	3/8"	4	15'-0''	1 RED	8843 B2/B66A	1	-	-	-	-	-	-
									ROSENBERGER SINGLE PAIR DC CABLE (DC6 TO RRU)	7/16"	4	15'-0''	1 RED	4449 B5/B12	1	-	-	-	-	-	-
									1/2" COAX JUMPER (RRU TO ANTENNA)	1/2"	8	10'-0"	1 RED	-	-	-	-	-	-	-	-
ALPHA (A2)	30°	130'-0"	Commscope	NNH4-65B-R6H4	1	H=72" x W=19.6" x D=7.8"	6°/3°	-	-	-	-	-	-	-	-	-	-	-	-	-	-
									ROSENBERGER FIBER JUMPER (DC6 TO RRU)	3/8"	4	15'-0''	2 RED	4478 B14	1	-	-	-	-	KFTDR710020	1
									ROSENBERGER SINGLE PAIR DC CABLE (DC6 TO RRU)	7/16"	2	15'-0''	2 RED	4415 B30	1	-	-	-	-	-	-
									1/2" COAX JUMPER (RRU TO ANTENNA)	1/2"	12	10'-0"	2 RED	-	-	-	-	-	-	-	-
ALPHA (A3)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ALPHA (A4)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BETA (A1)	150°	130'-0"	Commscope	NNHH-65B-R4	1	H=72" x W=19.6" x D=7.8"	6°/3°	-	-	-	-	-	-	-	-	-	-	-	-	-	-
									ROSENBERGER FIBER JUMPER (DC6 TO RRU)	3/8"	4	15'-0''	1 BLUE	8843 B2/B66A	1	-	-	-	-	-	-
									ROSENBERGER SINGLE PAIR DC CABLE (DC6 TO RRU)	7/16"	4	15'-0''	1 BLUE	4449 B5/B12	1	-	-	-	-	-	-
									1/2" COAX JUMPER (RRU TO ANTENNA)	1/2"	8	10'-0"	1 BLUE	-	-	-	-	-	-	-	-
BETA (B2)	150°	130'-0"	Commscope	NNH4-65B-R6H4	1	H=72" x W=19.6" x D=7.8"	6°/3°	-	-	-	-	-	-	-	-	-	-	-	-	-	-
									ROSENBERGER FIBER JUMPER (DC6 TO RRU)	3/8"	4	15'-0''	2 BLUE	4478 B14	1	-	-	-	-	-	-
									ROSENBERGER SINGLE PAIR DC CABLE (DC6 TO RRU)	7/16"	2	15'-0''	2 BLUE	4415 B30	1	-	-	-	-	-	-
									1/2" COAX JUMPER (RRU TO ANTENNA)	1/2"	12	10'-0"	2 BLUE	-	-	-	-	-	-	-	-
BETA (B3)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
BETA (B4)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
GAMMA (G1)	270°	130'-0"	Andrew-Commscope	SBNHH-1D85B	1	H=72.9" x W=11.9" x D=7.1"	6°/3°	-	-	-	-	-	-	-	-	-	-	-	-	-	-
									ROSENBERGER FIBER JUMPER (DC6 TO RRU)	3/8"	2	15'-0''	1 GREEN	8843 B2/B66A	1	-	-	-	-	-	-
									ROSENBERGER SINGLE PAIR DC CABLE (DC6 TO RRU)	7/16"	2	15'-0''	1 GREEN	4449 B5/B12	1	-	-	-	-	-	-
									1/2" COAX JUMPER (RRU TO ANTENNA)	1/2"	6	10'-0"	1 GREEN	-	-	-	-	-	-	-	-
GAMMA (G2)	270°	130'-0"	Andrew-Commscope	SBNHH-1D85B	1	H=72.9" x W=11.9" x D=7.1"	6°/3°	-	-	-	-	-	-	-	-	-	-	-	-	-	-
									ROSENBERGER FIBER JUMPER (DC6 TO RRU)	3/8"	2	15'-0''	2 GREEN	-	-	-	-	-	-	-	-
									ROSENBERGER SINGLE PAIR DC CABLE (DC6 TO RRU)	7/16"	2	15'-0''	2 GREEN	-	-	-	-	-	-	-	-
									1/2" COAX JUMPER (RRU TO ANTENNA)	1/2"	6	10'-0"	2 GREEN	-	-	-	-	-	-	-	-
GAMMA (G3)	270°	130'-0"	Commscope	NNHH-65B-R4	1	H=72" x W=19.6" x D=7.8"	6°/3°	-	-	-	-	-	-	-	-	-	-	-	-	-	-
									ROSENBERGER FIBER JUMPER (DC6 TO RRU)	3/8"	4	15'-0''	3 GREEN	4478 B14	1	-	-	-	-	-	-
									ROSENBERGER SINGLE PAIR DC CABLE (DC6 TO RRU)	7/16"	2	15'-0''	3 GREEN	4415 B30	1	-	-	-	-	-	-
									1/2" COAX JUMPER (RRU TO ANTENNA)	1/2"	8	10'-0"	3 GREEN	-	-	-	-	-	-	-	-
GAMMA (G4)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		TOTAL			7				TOTAL FIBER JUMPER		24	360'-0"		TOTAL	12	0	TOTAL	0	0	TOTAL	1
									TOTAL DC JUMPER		18	270'-0"									
									TOTAL 1/2" JUMPERS (RRU)		60	600'-0"									

* ANTENNA AND COAX INFORMATION PROVIDED FROM THE LTE 1C - LTE 6C + WCS FILTER RFDS ID: 2546365, V3.00 DATED 07/12/19.
* CONTRACTOR TO VERIFY RF INFO WITH CLIENT PRIOR TO CONSTRUCTION.
* COAX LENGTHS ARE APPROXIMATE AND MUST BE VERIFIED PRIOR TO CONSTRUCTION.
* ALL COAX SHALL BE COLOR CODED AT TOP AN BOTTOM JUMPER AND AT TOP OF TOWER BOTTOM OF TOWER, AND INSIDE SHELTER ON MAIN COAX.
* EACH MAIN COAX SHALL HAVE CORROSION PROOF "ID TAGS" INSTALLED INSIDE THE SWIC

1 AN-1 **ANTENNA & COAX SCHEDULE**
SCALE: N.T.S.

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A	10/15/19	PRELIMINARY CDs REV "A"
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C	3/17/20	PRELIMINARY CDs REV "C"
0	3/23/20	ISSUED FOR CDs REV "0"
1	6/30/21	UPDATED CODES
2		
3		
4		
5		
6		
7		

DRAWN BY:	CHECKED BY:
KV	PB

at&t
3210 LAKE EMMA ROAD
LAKE MARY, FL 32746
FAX (407) 771-1398

smartlink
1997 ANNAPOLIS EXCHANGE PKWY.
SUITE 200
ANNAPOLIS, MD 21401

PREPARED BY:
USA ENGINEERING
2818 CYPRESS RIDGE BLVD.
SUITE 110
WESLEY CHAPEL, FL 33544
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JUNE 30, 2021

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COCOA COMMONS
FA # 14386094
2003 MICHIGAN AVENUE
UNIT CELLTOWER
COCOA, FL 32926

SHEET DESCRIPTION
ANTENNA SCHEDULE

SHEET NUMBER
AN-1

USA Engineering – T:\00-2019 PROJECTS\17-Smartlink\03-Smartlink NSB\Cocoa Commons_14386094__NSB_recover.dwg June 30, 2021 1:22:51 PM marcm

ELECTRICAL SPECIFICATION NOTES

GENERAL NOTES:

1. OBTAIN PERMITS AND PAY FEES RELATED TO ELECTRICAL WORK PERFORMED ON THIS PROJECT. DELIVER COPIES OF ALL PERMITS TO CLIENT REPRESENTATIVE.
2. SCHEDULE AND ATTEND INSPECTIONS RELATED TO ELECTRICAL WORK REQUIRED BY JURISDICTION HAVING AUTHORITY. CORRECT AND PAY FOR ANY WORK REQUIRED TO PASS ANY FAILED INSPECTION.
3. ENGAGE AN INDEPENDENT ELECTRICAL TESTING FIRM APPROVED BY CLIENT TO TEST AND VERIFY THAT IMPEDANCE DOES NOT EXCEED 5 OHMS TO GROUND. THE COMPLETED SITE SHALL BE TESTED AND A REPORT SENT TO CLIENT REPRESENTATIVE.
4. REDLINED AS-BUILTS ARE TO BE DELIVERED TO CLIENT REPRESENTATIVE.
5. PROVIDE TWO COPIES OF OPERATION AND MAINTENANCE MANUALS IN THREE-RING BINDER.
6. FURNISH AND INSTALL THE COMPLETE ELECTRICAL SERVICE, CABLE TRAY, TELCO CONDUIT AND GROUNDING SYSTEMS.
7. ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL APPLICABLE BUILDING CODES AND LOCAL ORDINANCES, INSTALLED IN A NEAT MANNER, AND SHALL BE SUBJECT TO APPROVAL BY CLIENT REPRESENTATIVE.
8. CONDUCT A PRE-CONSTRUCTION SITE VISIT AND VERIFY EXISTING SITE CONDITIONS AFFECTING THIS WORK. REPORT ANY OMISSIONS OR DISCREPANCIES FOR CLARIFICATION PRIOR TO THE START OF CONSTRUCTION.
9. PROTECT ADJACENT STRUCTURES AND FINISHES FROM DAMAGE. REPAIR TO ORIGINAL CONDITION ANY DAMAGED AREA.
10. REMOVE DEBRIS ON A DAILY BASIS. DEBRIS NOT REMOVED IN A TIMELY FASHION WILL BE REMOVED BY OTHERS AND THE RESPONSIBLE SUBCONTRACTOR SHALL BE CHARGED ACCORDINGLY. REMOVAL OF DEBRIS SHALL BE COORDINATED WITH THE CLIENT'S REPRESENTATIVE. DEBRIS SHALL BE REMOVED FROM THE PROPERTY AND DISPOSED OF LEGALLY. USE OF THE PROPERTY'S DUMPSTER IS PROHIBITED.
11. ALL CONSTRUCTION SHALL BE INSPECTED AND APPROVED BY LOCAL AUTHORITIES.
12. SIGNAL WIRING SHALL BE INSULATED #18 AWG. NO BX OR ROMEX CABLE IS PERMITTED.
13. WIRING DEVICES AND EQUIPMENT SHALL BE UL LISTED AND SPECIFICATION GRADE.
14. FUSES ARE NOT ALLOWED; CIRCUIT BREAKERS ONLY.
15. MATERIALS SHALL BE NEW AND CONFORM TO THE APPLICABLE STANDARDS ESTABLISHED FOR EACH ITEM BY THE ORGANIZATIONS LISTED BELOW:
    - AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
    - UNDERWRITER'S LABORATORY (UL)
    - NATIONAL ELECTRICAL MANUFACTURING ASSOCIATION (NEMA)
    - AMERICAN STANDARDS ASSOCIATION (ASA)
    - NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
16. DESIGN AND INSTALLATION OF MATERIALS SHALL COMPLY WITH REGULATIONS OF:
    - THE NATIONAL ELECTRICAL CODE (NFPA 70)
    - THE NATIONAL ELECTRICAL SAFETY CODE (ANSI C-2)
    - THE LIFE SAFETY CODE (NFPA 101)
    - LIQUEFIED PETROLEUM GAS (NFPA 54 AND 58)
    - LOCAL CODES
17. ALL CONDUIT CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NFPA 70), LATEST EDITION.

GROUNDING NOTES:

1. PROVIDE GROUNDING AND BONDING IN ACCORDANCE WITH CLIENT GROUNDING & BONDING PRACTICE UNLESS DIRECTED OTHERWISE BY DRAWINGS, NATIONAL ELECTRICAL CODE, OR AUTHORITIES HAVING JURISDICTION. THE ABOVE REFERENCED SPECIFICATIONS IS AN INTEGRAL PART OF THE DESIGN DOCUMENTS AN MUST BE STRICTLY ADHERED TO. WHERE CONFLICTS BETWEEN THIS SPECIFICATION, CODES, AND AUTHORITIES HAVING JURISDICTION ARISE, THE MOST STRINGENT SHALL GOVERN.
2. BUSS CONNECTORS SHALL BE 2-HOLE LONG BARREL TYPE COMPRESSION LUGS.
3. LUGS SHALL BE ATTACHED TO BUSSES USING BOLTS, NUTS AND DRAGON TOOTH WASHERS. NO WASHERS ARE ALLOWED BETWEEN THE ITEMS BEING GROUNDED.
4. SURFACE CONNECTIONS SHALL BE MADE TO BARE METAL. PAINTED SURFACES SHALL BE FILED TO ENSURE PROPER CONTACT. APPLY NON-OXIDIZING AGENT TO CONNECTIONS.
5. COPPER BUSSES SHALL BE CLEANED, POLISHED, AND A NON-OXIDIZING AGENT APPLIED. NO FINGERPRINTS OR DISCOLORED COPPER WILL BE PERMITTED.
6. GROUND CONDUCTOR RUNS SHALL BE STRAIGHT AS POSSIBLE, WITH AN 8-INCH MINIMUM RADIUS FOR #6 CONDUCTORS AND 12" FOR #2 AND LARGER CONDUCTORS.
7. HARDWARE (I.E., NUTS BOLTS, WASHERS, ETC.) IS TO BE STAINLESS STEEL.
8. GROUND COAXIAL CABLES AT POINTS SHOWN ON GROUNDING RISER DIAGRAM WITH MANUFACTURER'S GROUNDING KITS.
9. GROUNDING CONNECTIONS SHALL BE EXOTHERMIC TYPE (CADWELD) TO GROUND RING AND GROUND RODS. REMAINING GROUNDING CONNECTIONS SHALL BE MECHANICAL CONNECTIONS. CONNECTIONS TO GROUND BARS SHALL BE MADE WITH TWO-HOLE LUGS.
10. GROUND RING, COMPRISED OF #2 BARE TINNED SOLID RADIAL COPPER CONDUCTOR, SHALL HAVE A MINIMUM DISTANCE OF 24" FROM THE STRUCTURE AND BE BURIED A MINIMUM OF 30" BELOW GRADE.
11. CADWELD GROUND RODS TO GROUND RING. RODS TO BE 5/8" X 10'-0" COPPER CLAD STEEL WITH COPPER JACKET OF NOT LESS THAN 0.01 INCHES THICK. THE TOP OF GROUND ROD SHALL EXTEND NO MORE THAN 6 INCHES ABOVE THE BOTTOM OF THE TRENCH.
12. INTERCONNECT OUTDOOR EQUIPMENT GROUND RING AND TOWER GROUND RING WITH EXOTHERMIC WELD.
13. INSTALL GROUNDING KIT. BOND COAXIAL CABLE OUTER CONDUCTOR TO GROUNDING CONDUCTOR.
14. INSTALL GROUND RODS ON GROUND RING AT 16' INTERVALS. INSTALL GROUND RODS TO FENCE POSTS AT 16' INTERVALS.
15. ALL ELECTRICAL GROUNDING SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE LATEST EDITION OF NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 780, APPROVED BY LOCAL AUTHORITY.
16. ALL GROUNDING CONNECTIONS SHALL BE COATED WITH AN ANTI-CORROSIVE AGENT SUCH AS "T & B KOPR SHIELD", "NO-OXY", "NOALOX" OR "PENETROX". VERIFY PRODUCT WITH PROJECT MANAGER.
17. GROUND WIRES SHALL BE #2 BARE TINNED SOLID COPPER FROM CONDUCTOR FOR BONDING CONNECTIONS UNLESS OTHERWISE NOTED ON PLANS.
18. DOCUMENT GROUND RING INSTALLATION AND CONNECTIONS WITH PHOTOGRAPHS PRIOR TO BACKFILLING SITE. PRESENT PHOTO ARCHIVE AT SITE "PUNCH LIST" WALK TO CLIENT REPRESENTATIVE.
19. THE ENTIRE SYSTEM SHALL BE GROUNDED USING LOCKNUTS AND BONDING NUTS ON CONDUITS AND PROPERLY BONDED GROUND CONDUCTORS. RECEPTACLES AND EQUIPMENT BRANCH CIRCUITS SHALL BE GROUNDED WITH A FULL-SIZED EQUIPMENT GROUNDING CONDUCTOR RUN IN THE CIRCUIT'S CONDUIT.
20. A RESISTANCE TO GROUND OF FIVE (5) OHMS OR LESS IS THE OBJECTIVE FOR THE EARTH GROUND SYSTEMS AT CELL SITES. CHEMICAL ENHANCERS, A WELL CASING OR A CUSTOM DESIGNED GROUND SYSTEM MAY BE USED TO MEET THIS OBJECTIVE. WHEN USING CHEMICAL ENHANCERS MANUFACTURER SPECIFICATIONS SHALL BE FOLLOWED.
21. ALL UNDERGROUND GROUND WIRE TO BE BURIED 30" DEEP.
22. ALL BURIED GROUND CONNECTIONS WILL BE MADE USING THE EXOTHERMIC WELD PROCESS.
23. ALL GROUND WIRES SHALL BE CONNECTED TO THE CIGBE USING TWO-HOLE CRIMP/COMPRESSION CONNECTORS.
24. AN APPROVED ANTI OXIDATION COMPOUND SHALL BE USED ON ALL EXTERNAL CONNECTIONS, EXCLUDING EXOTHERMIC WELDS, AND ON ALL EXTERNAL GROUND BARS. COAT ALL CONDUCTORS AND SURFACES PRIOR TO CONNECTION.
25. REFER TO SWIC MANUFACTURER AND CLIENT SPECS FOR INTERNAL GROUNDING DETAILS.
26. GROUND CONDUCTOR RUNS SHALL BE STRAIGHT AS POSSIBLE, WITH AN 8-INCH MINIMUM RADIUS FOR #6 CONDUCTORS AND 12" FOR #2 AND LARGER CONDUCTORS.
27. ALL POSTS TO BE BONDED UNDERGROUND VIA AN EXOTHERMIC WELD. PVC MIN. 6" INTO GROUND.
28. IF GROUNDED METALLIC OBJECTS ARE LESS THAN 6' FROM A FENCE POST, THEN THE POST SHOULD BE GROUNDED TO THE GROUND RING.
29. ALL GROUND WIRES THAT ARE ROUTED ABOVE GROUND SHOULD BE INSTALLED IN 12" OF 3/4"ø PVC ALL THE WAY TO THE WELD/BOND WITH 6" BELOW GRADE.
30. BOND THE SWIC FOUNDATION REBAR TO THE SWIC GROUND RING USING EITHER AN EXOTHERMIC WELD, A PREFABRICATED WELDED REBAR ASSEMBLY, UL APPROVED 2 BOLT PARALLEL CONNECTOR OR WIRE TIES. APPLY HEAT SHRINK OR ELECTRICAL INSULATING TAPE AROUND THE CONDUCTOR AS NECESSARY.
31. BOND ANY MISC. METAL OBJECTS TO GROUND RING VERIFY WITH CONSTRUCTION MANAGER
32. ALL ABOVE GROUND GROUND WIRES SHALL BE INSIDE FLEX CONDUIT AND SEALED WITH SILICONE.
33. IF TOWER IS GREATER THAN 200' THEN CONTRACTOR IS TO INSTALL A GROUND BAR AT THE CENTER OF THE TOWER.

ELECTRICAL NOTES:

1. FOR EQUIPMENT SWIC INTERNAL WIRING, REFER TO CONCRETE SWIC SHOP DRAWINGS.
2. ALL ELECTRICAL CONNECTIONS IN DISCONNECTS, METERS AND AC PANELS NEED "NO-OXY", "NOALOX" OR "PENETROX" APPLIED. VERIFY PRODUCT WITH PROJECT MANAGER.

REV	DATE	DESCRIPTION
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C	3/17/20	PRELIMINARY CDs REV "C"
0	3/23/20	ISSUED FOR CDs REV "0"
1	6/30/21	UPDATED CODES
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3		
4		
5		
6		
7		

DRAWN BY:	CHECKED BY:
KV	PB

at&t
3210 LAKE EMMA ROAD
LAKE MARY, FL 32746
FAX (407) 771-1398

smartlink
1997 ANNAPOLIS EXCHANGE PKWY.
SUITE 200
ANNAPOLIS, MD 21401

PREPARED BY:
USA ENGINEERING
2818 CYPRESS RIDGE BLVD.
SUITE 110
WESLEY CHAPEL, FL 33544
(813) 994-0365
FL COA #31705

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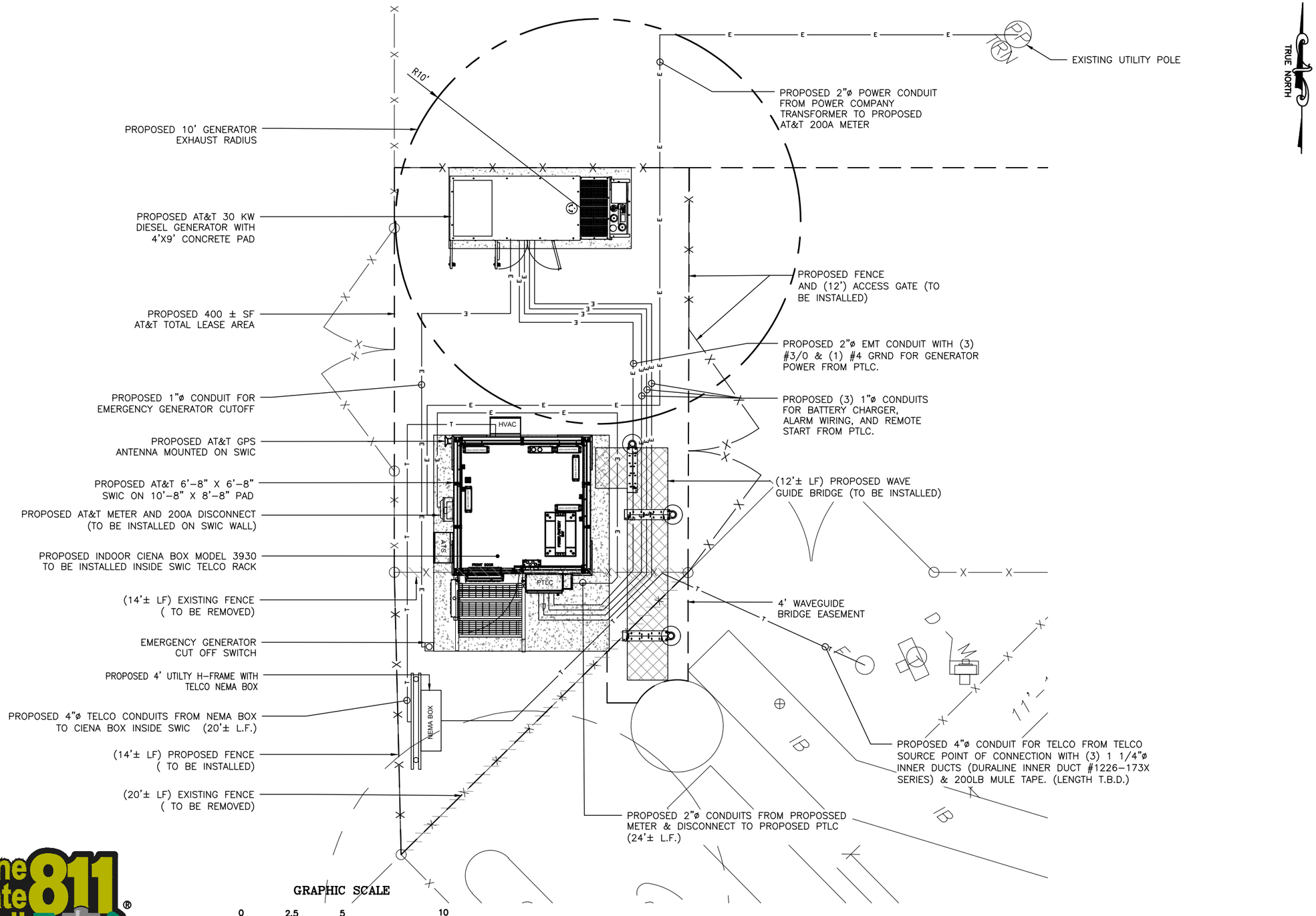
MARC P. MAIER, PE
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COCOA COMMONS
FA # 14386094
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UNIT CELLTOWER
COCOA, FL 32926

SHEET DESCRIPTION
ELECTRICAL NOTES

SHEET NUMBER
E-1

USA Engineering - T:\00-2019 PROJECTS\17-Smartlink\03-Smartlink NSB\Cocoa Commons_14386094__NSB_recover.dwg June 30, 2021 1:22:54 PM marcm



1 / E-2 PROPOSED ELECTRICAL PLAN

SCALE: 1" = 5'

SCALE BASED ON 11"x17" ONLY

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B	11/21/19	PRELIMINARY CDs REV "B"
C	3/17/20	PRELIMINARY CDs REV "C"
0	3/23/20	ISSUED FOR CDs REV "0"
1	6/30/21	UPDATED CODES
2		
3		
4		
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6		
7		

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ANNAPOLIS, MD 21401

PREPARED BY:
USA ENGINEERING
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SUITE 110
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MARC P. MAIER LICENSE No 72513 STATE OF FLORIDA PROFESSIONAL ENGINEER

JUNE 30, 2021

MARC P. MAIER, PE
FL PROFESSIONAL ENGINEER LIC. # 72513

COCOA COMMONS
FA # 14386094

2003 MICHIGAN AVENUE
UNIT CELLTOWER
COCOA, FL 32926

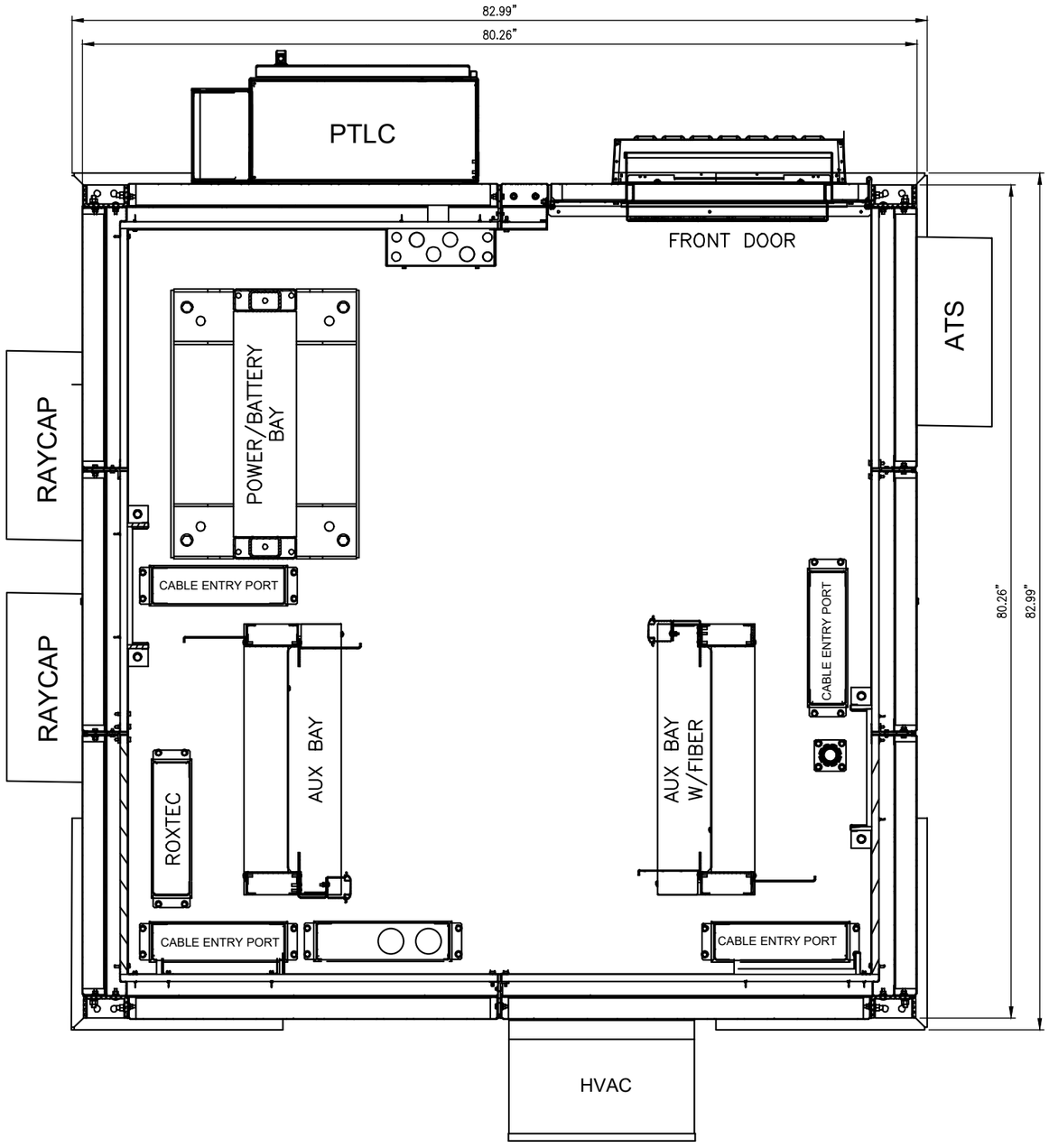
SHEET DESCRIPTION

ELECTRICAL PLAN

SHEET NUMBER

E-2

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1 / E-3 XTE 802 SERIES WALK-IN-CABINET - PLAN VIEW

SCALE: N.T.S.

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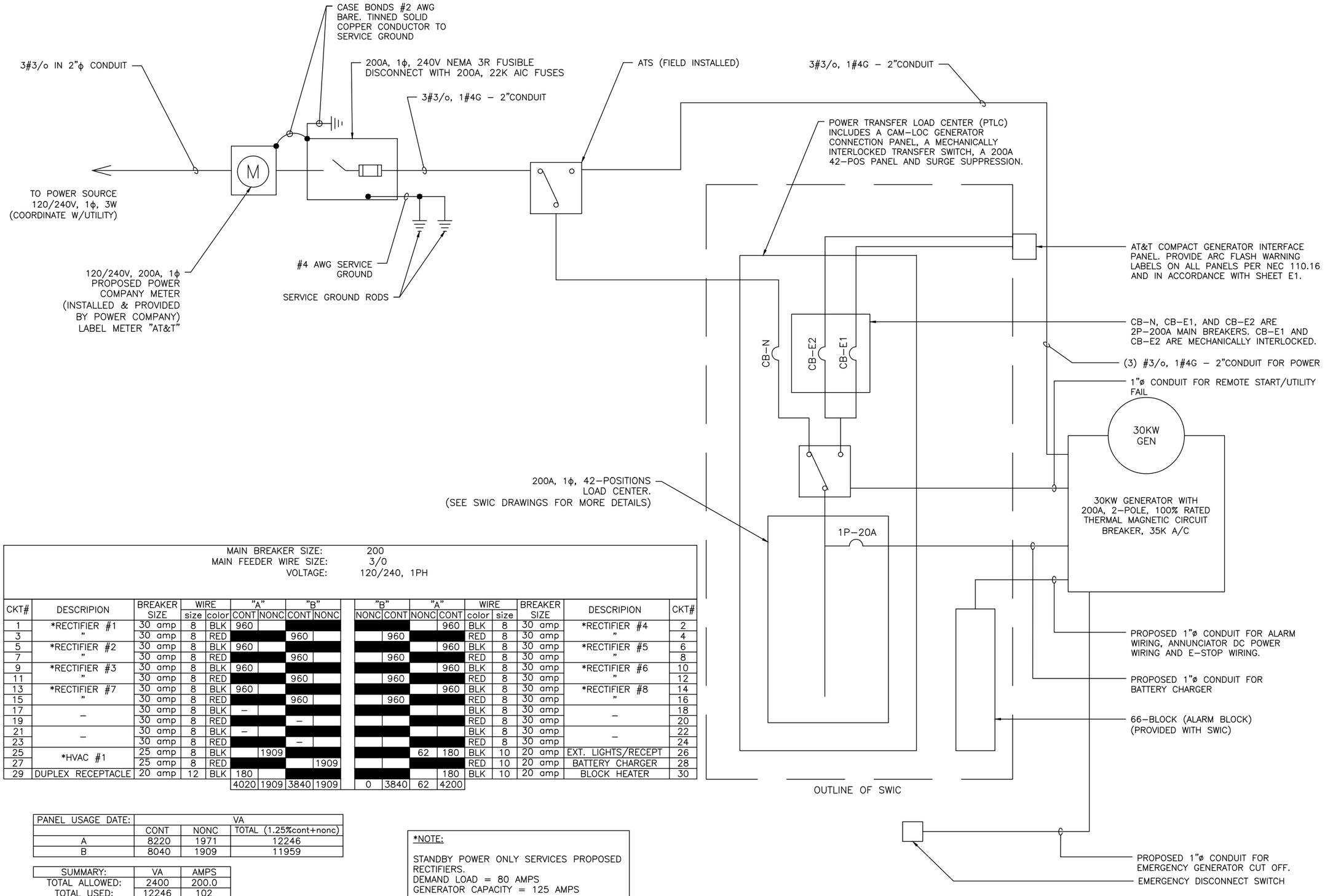
SHEET DESCRIPTION

SWIC
NEW EQUIPMENT
LAYOUT

SHEET NUMBER

E-3

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MAIN BREAKER SIZE: 200
MAIN FEEDER WIRE SIZE: 3/0
VOLTAGE: 120/240, 1PH

CKT#	DESCRIPTION	BREAKER SIZE	WIRE size	WIRE color	"A" CONT	"A" NONC	"B" CONT	"B" NONC	"B" NONC	"B" CONT	"A" NONC	"A" CONT	WIRE color	WIRE size	BREAKER SIZE	DESCRIPTION	CKT#
1	*RECTIFIER #1	30 amp	8	BLK	960							960	BLK	8	30 amp	*RECTIFIER #4	2
3	"	30 amp	8	RED			960			960			RED	8	30 amp	"	4
5	*RECTIFIER #2	30 amp	8	BLK	960							960	BLK	8	30 amp	*RECTIFIER #5	6
7	"	30 amp	8	RED			960			960			RED	8	30 amp	"	8
9	*RECTIFIER #3	30 amp	8	BLK	960							960	BLK	8	30 amp	*RECTIFIER #6	10
11	"	30 amp	8	RED			960			960			RED	8	30 amp	"	12
13	*RECTIFIER #7	30 amp	8	BLK	960							960	BLK	8	30 amp	*RECTIFIER #8	14
15	"	30 amp	8	RED			960			960			RED	8	30 amp	"	16
17	–	30 amp	8	BLK	–								BLK	8	30 amp	–	18
19		30 amp	8	RED			–						RED	8	30 amp		20
21	–	30 amp	8	BLK	–								BLK	8	30 amp	–	22
23		30 amp	8	RED			–						RED	8	30 amp		24
25	*HVAC #1	25 amp	8	BLK		1909					62	180	BLK	10	20 amp	EXT. LIGHTS/RECEPT	26
27		25 amp	8	RED				1909					RED	10	20 amp	BATTERY CHARGER	28
29	DUPLEX RECEPTACLE	20 amp	12	BLK	180							180	BLK	10	20 amp	BLOCK HEATER	30
					4020	1909	3840	1909	0	3840	62	4200					

PANEL USAGE DATE:	VA		
	CONT	NONC	TOTAL (1.25%cont+nonc)
A	8220	1971	12246
B	8040	1909	11959

SUMMARY:	VA	AMPS
TOTAL ALLOWED:	2400	200.0
TOTAL USED:	12246	102
REMAINING AVAILABLE:	11754	98

*NOTE:

STANDBY POWER ONLY SERVICES PROPOSED RECTIFIERS.
DEMAND LOAD = 80 AMPS
GENERATOR CAPACITY = 125 AMPS

2 E-4 PROPOSED PANEL SCHEDULE
SCALE: N.T.S.

1 E-4 ELECTRICAL ONE-LINE DIAGRAM
SCALE: N.T.S.

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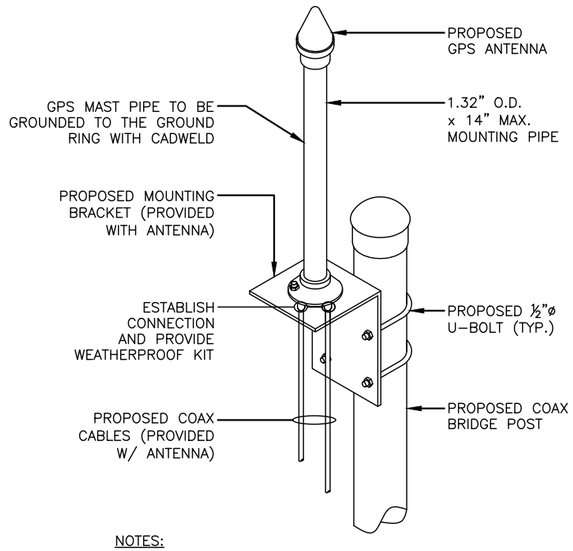
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JUNE 30, 2021
MARC P. MAIER, PE
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COCOA COMMONS
FA # 14386094
2003 MICHIGAN AVENUE
UNIT CELLTOWER
COCOA, FL 32926

SHEET DESCRIPTION
ELECTRICAL DETAILS

SHEET NUMBER
E-4

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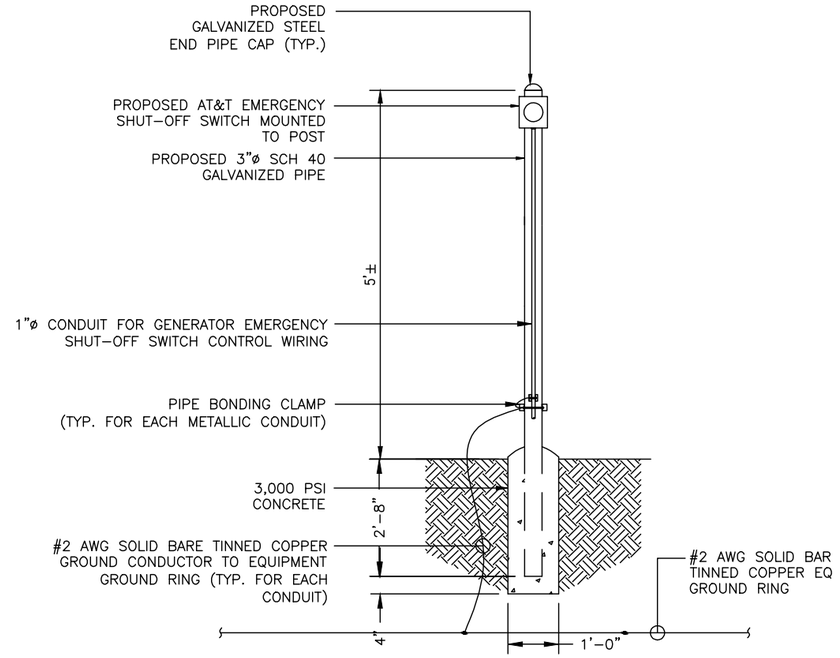


NOTES:

1. LOCATION OF ANTENNA MUST HAVE CLEAR VIEW OF SOUTHERN SKY AND CANNOT HAVE ANY BLOCKAGES EXCEEDING 25% OF THE SURFACE AREA OF A HEMISPHERE AROUND THE GPS ANTENNA.
2. ALL GPS ANTENNA LOCATIONS MUST BE ABLE TO RECEIVE CLEAR SIGNALS FROM A MINIMUM OF FOUR (4) SATELLITES. VERIFY WITH HANDHELD GPS BEFORE FINAL LOCATION OF GPS ANTENNA.

1 E-5 GPS MOUNT DETAIL

SCALE: N.T.S.

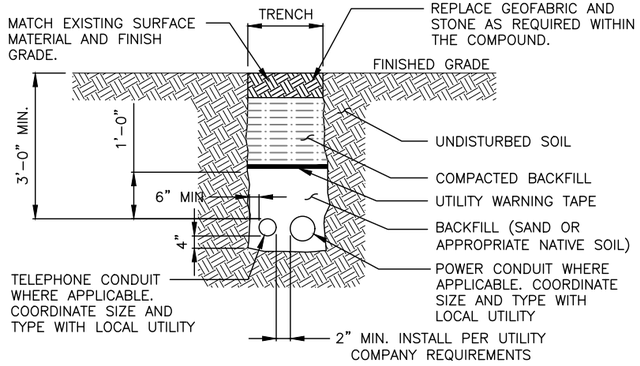


2 E-5 EMERGENCY SWITCH MOUNTING DETAIL

SCALE: N.T.S.

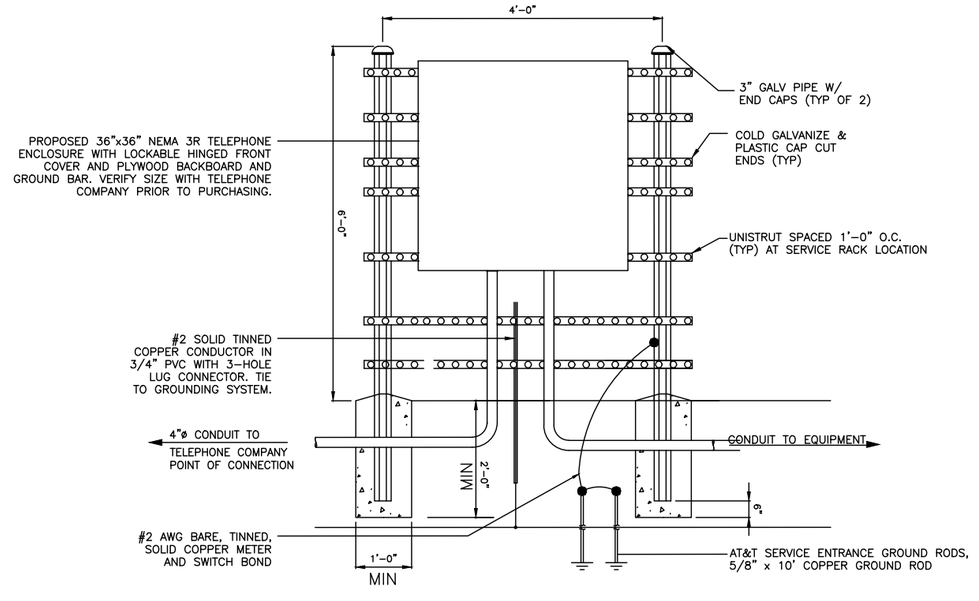
NOTES:

1. CONTRACTOR TO HAND DIG ALL NEW TRENCHES INSIDE COMPOUND.
2. SEPARATION DIMENSION TO BE VERIFIED WITH LOCAL UTILITY COMPANY REQUIREMENTS.



3 E-5 UTILITY TRENCH DETAIL

SCALE: N.T.S.



4 E-5 H-FRAME DETAIL

SCALE: N.T.S.

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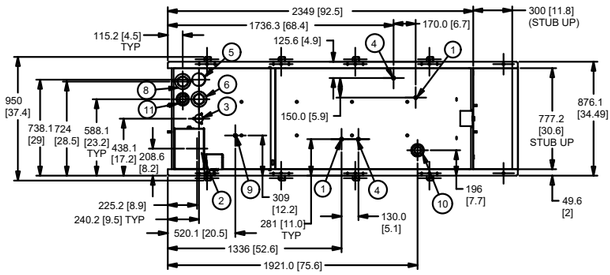
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UNIT CELLTOWER
COCOA, FL 32926

SHEET DESCRIPTION
ELECTRICAL DETAILS

SHEET NUMBER
E-5

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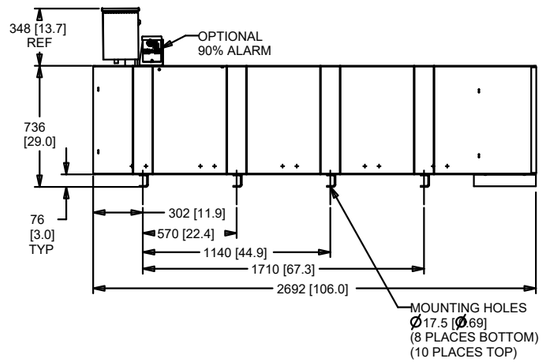


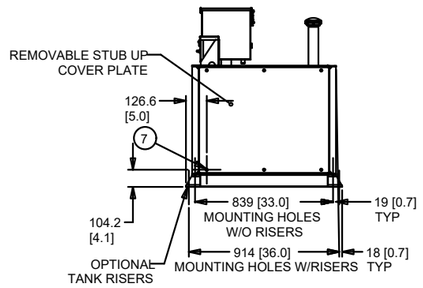
I/N	TANK FITTING	PROVIDING FUNCTION
1	3/8" NPT COUPLING	FUEL SUPPLY
2	2" NPT WELD FLANGE	FUEL FILL
3		MECH/ELEC. FUEL LEVEL
4	3/8" NPT COUPLING	FUEL RETURN
5	2" NPT WELD FLANGE	VENT
6	3" NPT WELD FLANGE	INNER EMERGENCY VENT
7	1/2" NPT HALF COUPLING	RUPTURE BASIN LEAK SENSOR
8	3" NPT WELD FLANGE	OUTER TANK EMERGENCY VENT
9	3/8" NPT COUPLING	5 GALLON SPILL/FILL DRAIN
10	2" NPT WELD FLANGE	90% FUEL SWITCH
11	2" NPT WELD FLANGE	RUPTURE BASIN ALARM

TOTAL CAPACITY	757 [200]
USABLE CAPACITY	720 [190]
EST. DRY WEIGHT	420 [924]

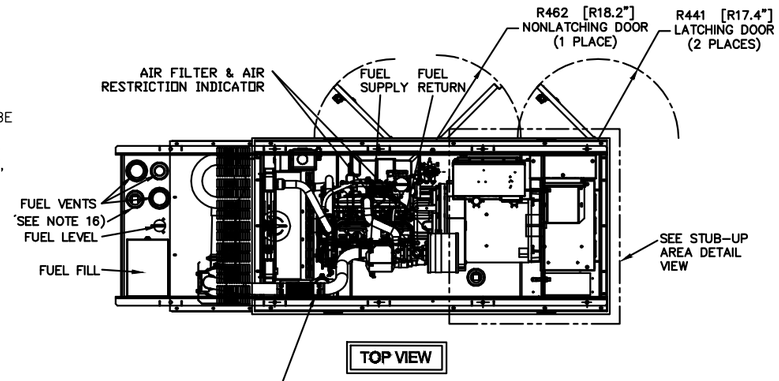
CAPACITY SHOWN: LITER [GALLONS]
WEIGHT SHOWN: KILOGRAMS [POUNDS]
LENGTH SHOWN: MM [INCH]

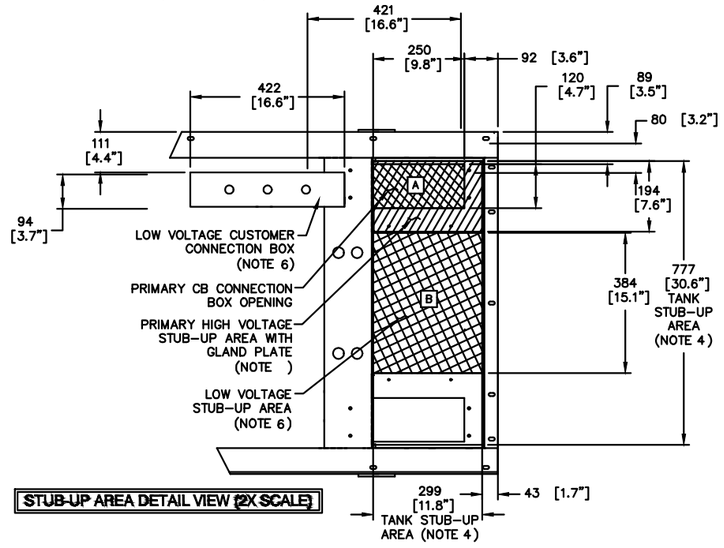
NOTE: UL 142 / ULC-S601 LISTED



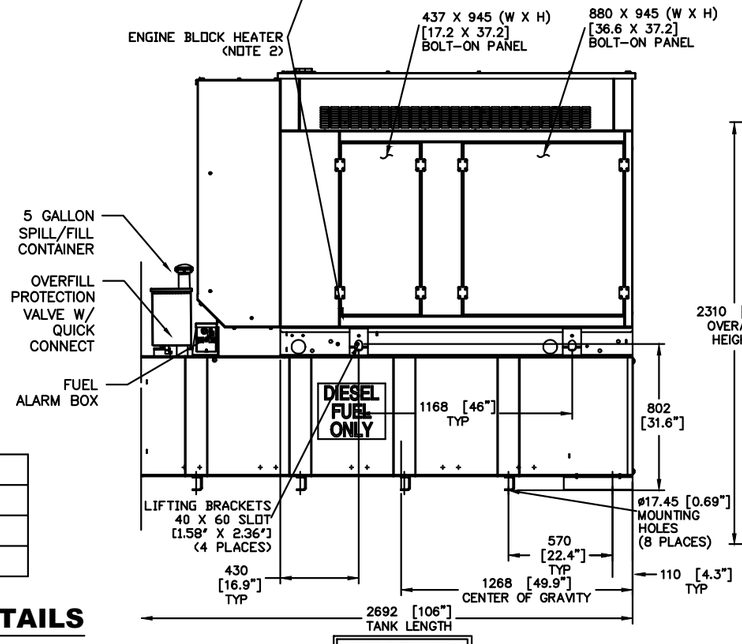


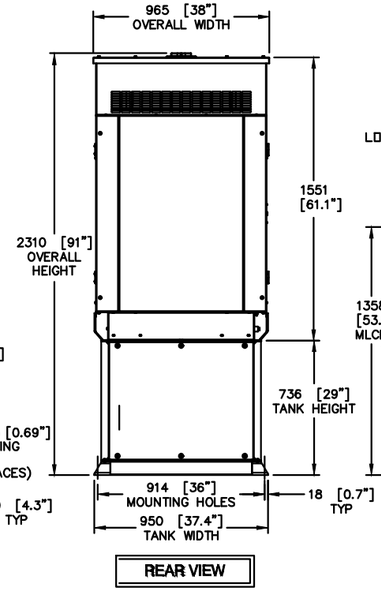
NOTES:
1. ABOVE GROUND DOUBLE WALL FUEL TANK
1. CONTROL PANEL INCLUDES BATTERY CHARGER WITH THREE PRONG CORD.
2. 1500W 120VAC ENGINE BLOCK HEATER WITH THREE PRONG CORD.
3. 12 VOLT NEGATIVE GROUND SYSTEM
4. STUB-UPS: BASE TANK REQUIRES ALL STUB-UPS TO BE IN THE REAR TANK STUB-UP AREA.
5. HIGH VOLTAGE STUB-UP AREA INCLUDES THE AC LOAD LEAD CONNECTION TO THE MAIN LINE CIRCUIT BREAKER, THE NEUTRAL CONNECTION AND AUXILIARY 120/240V CONNECTION.
6. CONNECTION POINTS FOR CONTROL WIRES. BOTTOM OF LOW VOLTAGE CUSTOMER CONNECTION BOX HAS KNOCKOUTS FOR 1" AND ¾" CONDUIT FITTINGS.
7. MUST ALLOW FREE FLOW OF DISCHARGE AIR AND EXHAUST.
8. MUST ALLOW FREE FLOW OF INTAKE AIR.
9. GENERATOR MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE AND THAT DISCHARGE AIR FROM THE RADIATOR IS NOT RE-CIRCULATED.
10. IT IS THE RESPONSIBILITY OF THE INSTALLATION TECHNICIAN TO ENSURE THAT THE GENERATOR INSTALLATION COMPLIES WITH ALL APPLICABLE CODES, STANDARDS AND REGULATIONS.

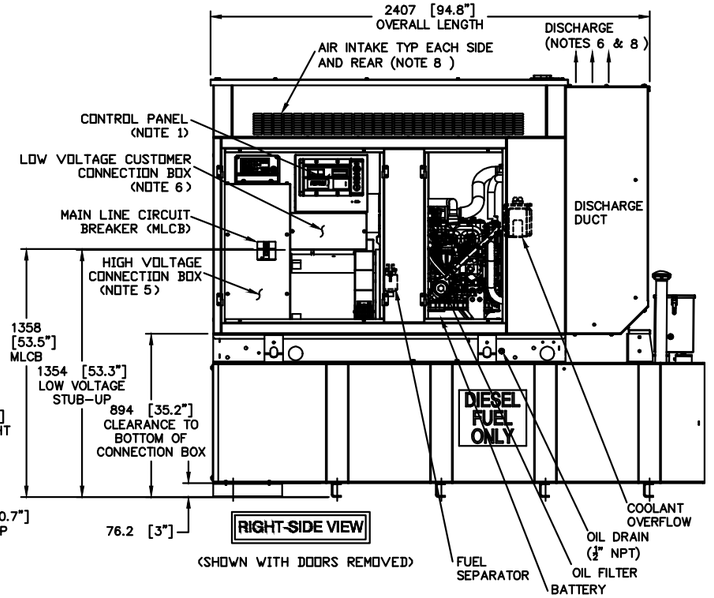




STUB-UP AREA DETAIL VIEW (2X SCALE)







RECOMMENDED ELECTRICAL STUB-UPS
(SEE DETAILED VIEW & TOP VIEW)

DESCRIPTION	INSIDE BASE
HIGH VOLTAGE STUB-UP AREA 1) AC LOAD LEAD CONDUIT AREA. 2) 120/240 VAC FROM UTILITY (BY OTHERS) (GLAND PLATE INCLUDED)	A
LOW VOLTAGE STUB-UP AREA 1) TRANSFER SWITCH/ COMMUNICATION CONDUITS. COMMUNICATIONS AND 2-WIRE START MUST NOT BE RUN IN CONDUIT WITH AC WIRING. (SEE NOTE 8)	B

INSTALL SD030
DIESEL 2.4L G16
L2A Y02 SSM
190 GAL EXT VNT/FILL DEQ TANK

1 E-6 **30KW GENERATOR DETAILS**
SCALE: N.T.S.

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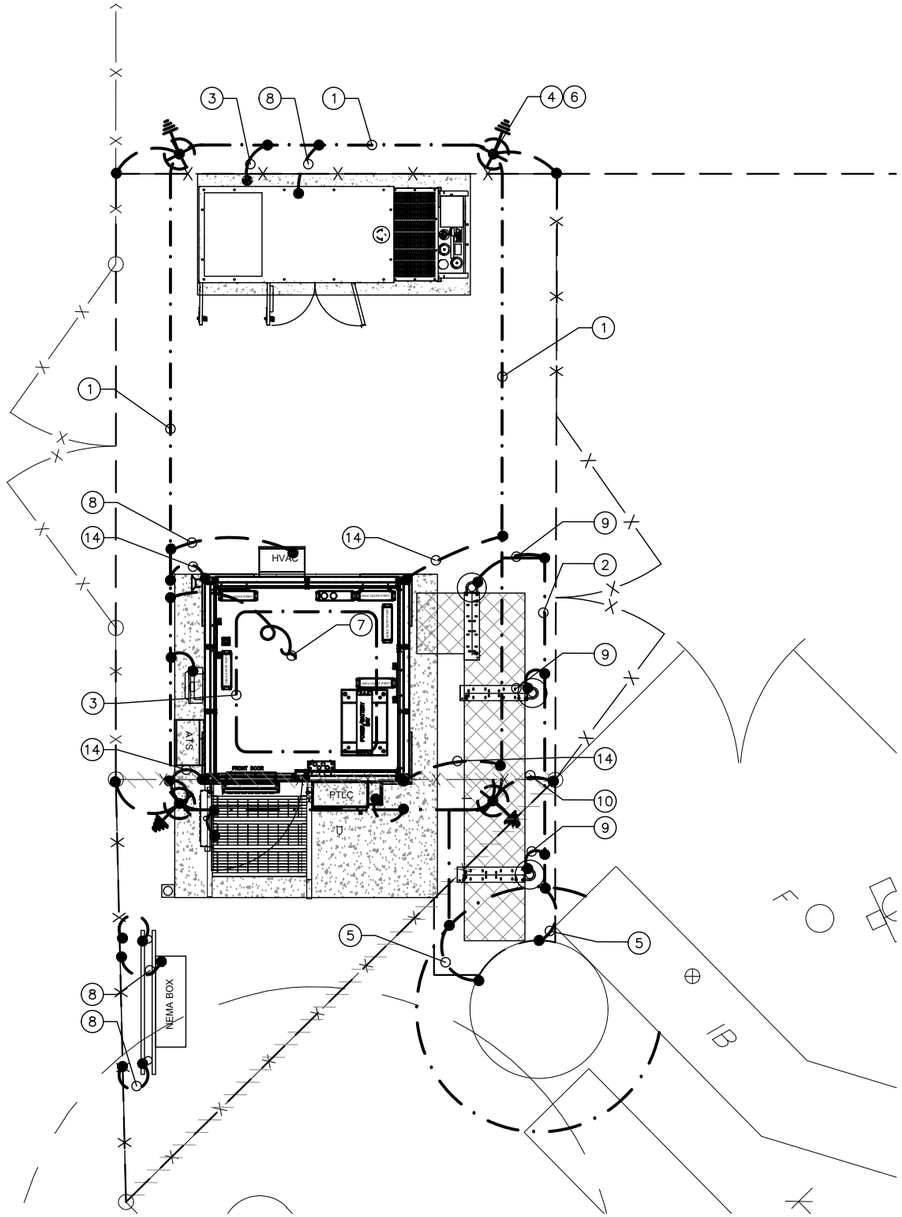
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UNIT CELLTOWER
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SHEET DESCRIPTION
GENERATOR DETAILS

SHEET NUMBER
E-6

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GRAPHIC SCALE

0 2.5 5 10

(IN FEET)

1 GR-1 GROUNDING PLAN

SCALE: 1" = 5'

SCALE BASED ON 11"x17" ONLY

KEY NOTES

1. PROVIDE A #2 AWG SOLID BARE TINNED COPPER GROUND RING AROUND THE SWIC. ALL EXTERIOR GROUNDING CONDUCTORS SHALL BE BURIED A MINIMUM OF 18" BELOW GRADE. THE GROUND RING SHALL BE INSTALLED 2'–0" AWAY FROM FOUNDATIONS (MINIMUM UNLESS SHOWN OTHERWISE ON DRAWINGS). WHERE REQUIRED DUE TO SOLID CONDITIONS AND THE PRESENCE OF ROCK, THE ROUTING OF THE GROUND RING MAY BE ADJUSTED. ALL BONDS TO THE BURIED GROUND RING SHALL BE WITH EXOTHERMIC WELDS.
2. PROVIDE A #2 AWG SOLID TINNED WIRE FROM SWIC GROUND RING TO EXISTING TOWER GROUND RING.
3. BOND REBAR IN CONCRETE FOR PAD TO THE BURIED GROUND RING. EXOTHERMICALLY WELD A #2 AWG SOLID BARE TINNED COPPER CONDUCTOR TO THE REBAR (AT THE END OF THE REBAR) AND CONNECT THE BURIED GROUND RING.
4. PROVIDE A 6" DIAMETER PVC INSPECTION SLEEVE WITH REMOVABLE COVER WHERE SHOWN FOR ALL PRIMARY CONNECTIONS TO BURIED GROUND RING. SEE GROUND ROD INSPECTION WELL DETAIL, FOR TYPICAL GROUND RING INSPECTION SLEEVE. NOTE: INSPECTION SLEEVE CAN BE USED AS A TEST WELL FOR GROUND WATER LEVEL INSPECTION AND GROUND RESISTANCE TESTING.
5. INSTALL GROUNDING CONDUCTOR(S) FROM THE BURIED GROUND RING FOR CONNECTION TO THE GROUND BAR AT THE BOTTOM OF THE TOWER. VERIFY EXACT LOCATION OF GROUNDING BAR AND PROPER CONDUCTOR LENGTH. EXOTHERMICALLY WELD (2) #2 AWG SOLID BARE TINNED COPPER GROUNDING CONDUCTOR (LENGTH AS REQUIRED) TO THE GROUND BAR. GROUNDING CONDUCTORS MUST BE HELD AWAY FROM TOWER BY USING STAND–OFFS OR ROUTING THE CONDUCTORS IN FLEXIBLE PVC CONDUIT. COORDINATE LOCATION WITH CONSTRUCTION MANAGER. SEE TOWER GROUNDING.
6. INSTALL 5/8" x 8'–0" LONG COPPERCLAD STEEL GROUND RODS. SPACING BETWEEN RODS NOT TO EXCEED 16'–0" (NON–LINEAR). TYPICAL FOR ALL GROUND RODS SHOWN, UNLESS NOTED OTHERWISE. SEE GROUND ROD DETAIL. GROUND ROD MAY BE INSTALLED WITH A MAXIMUM VARIATION OF 30 DEGREES FROM VERTICAL IF ROCK IS ENCOUNTERED AND CONTRACTOR SHALL BE PREPARED TO CORE DRILL TO INSTALL GROUND RODS AND BACKFILL WITH GROUND ENHANCEMENT MATERIAL.
7. COIL 10'–0" SECTIONS OF #2 AWG SOLID TINNED WIRE FOR FUTURE AT&T EQUIPMENT.
8. BOND EQUIPMENT TO BURIED GROUND RING.
9. BOND COAX BRIDGE POSTS TO BURIED GROUND RING (TYP.) EXOTHERMICALLY WELD A #2 AWG SOLID BARE TINNED COPPER CONDUCTOR TO THE WAVEGUIDE POST AT 12" ABOVE GRADE AND CONNECT TO THE BURIED GROUND RING. PROVIDE CONDUCTOR LENGTH AS REQUIRED TO MAKE CONNECTION.
10. BOND FENCE TO BURIED GROUND RING
11. PROVIDE (2) #2 AWG SOLID BARE TINNED COPPER CONDUCTORS BETWEEN ENTRY PORT GROUND BAR AND BURIED GROUND RING. SEE DETAIL.
12. PROVIDE #2 AWG TINNED GROUND CONDUCTOR IN 3/4" PVC CONDUIT.
13. BOND SWIC GROUNDING SYSTEM (LEADS PROVIDED BY SWIC MANUFACTURER) TO SWIC BURIED GROUND RING.
14. PROVIDE #2 AWG SOLID TINNED BARE TINNED COPPER CONDUCTORS BETWEEN SWIC MOUNTING PLATE AND BURIED GROUND RING. (TYP. OF 4)
15. SYSTEM GROUND RESISTANCE SHALL NOT EXCEED 5 OHMS. A THREE POINT SYSTEM RESISTANCE TEST SHALL BE PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH AT&T SPECIFICATION.
    - A. PERFORM THREE TESTS AT EACH SITE
    - B. CONTRACTOR SHALL PROVIDE A WRITTEN REPORT CONSISTING OF THE FOLLOWING: SITE NAME, ADDRESS AND IDENTIFICATION NUMBER, DESCRIPTION OF SITE SOIL AND MOISTURE CONDITION, DESCRIPTION OF WEATHER, MODEL NUMBER OF TESTING EQUIPMENT, DATE OF LAST CALIBRATION, SITE SKETCH SHOWING LOCATION OF TEST PROBES, AND ALL FIELD DATE COLLECTED (READINGS, RANGE, TEST, MILLIAMPS, ETC.).
    - C. CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER IF THERE ARE ANY DIFFICULTIES PERFORMING SYSTEM RESISTANCE TESTS OR IF MEASUREMENTS ARE ABOVE 5 OHMS. THE CONSTRUCTION MANAGER SHALL PROVIDE INSTRUCTIONS TO THE CONTRACTOR TO INSTALL ADDITIONAL GROUNDING MEASURES TO MEET THE 5 OHM REQUIREMENT.

THE CONTRACTOR MUST FIELD VERIFY ALL MEASUREMENTS AND FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

Sunshine State 811 One Call

CALL FLORIDA 811
ONE CALL - DIAL 811
CALL 3 WORKING DAYS
BEFORE YOU DIG
1-800-638-4097

REV	DATE	DESCRIPTION
A	10/15/19	PRELIMINARY CDs REV "A"
B	11/21/19	PRELIMINARY CDs REV "B"
C	3/17/20	PRELIMINARY CDs REV "C"
0	3/23/20	ISSUED FOR CDs REV "0"
1	6/30/21	UPDATED CODES
2		
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7		

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KV	PB

at&t
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FAX (407) 771–1398

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ANNAPOLIS, MD 21401

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MARC P. MAIER LICENSE No 72513 STATE OF FLORIDA PROFESSIONAL ENGINEER

JUNE 30, 2021

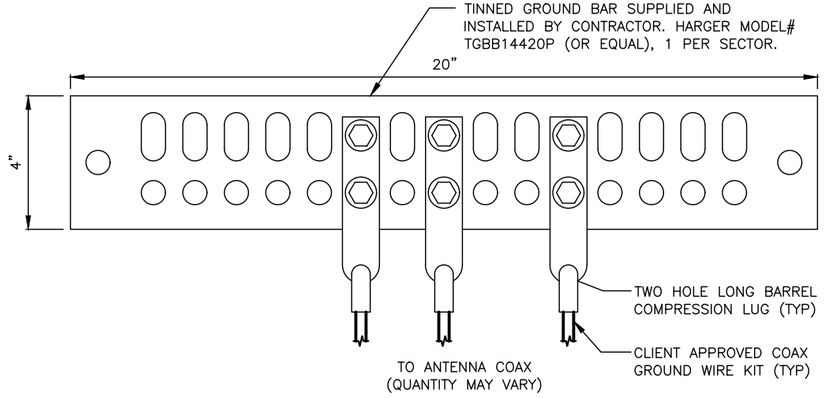
MARC P. MAIER, PE
FL PROFESSIONAL ENGINEER LIC. # 72513

COCOA COMMONS
FA # 14386094
2003 MICHIGAN AVENUE
UNIT CELLTOWER
COCOA, FL 32926

SHEET DESCRIPTION
GROUNDING PLAN

SHEET NUMBER
GR-1

USA Engineering – T:\00–2019 PROJECTS\17–Smartlink\03–Smartlink NSB\Cocoa Commons_14386094__NSB_recover.dwg June 30, 2021 1:23:02 PM marcm

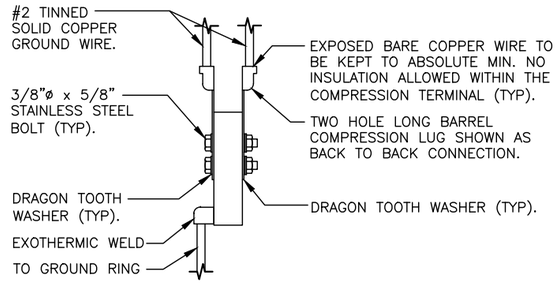


NOTES:

1. "DOUBLING UP" OR "STACKING" OF CONNECTIONS IS NOT PERMITTED.
2. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
3. CONTRACTOR TO INSTALL WITHIN 12" OF THE END OF COAX TO COAX JUMPER CONNECTION.
4. GROUND TMA USING A #6 SOLID TINNED CU WIRE W/TIN PLATED LONG BARREL COMPRESSION LUG.
5. GROUND BAR SHALL NOT BE ISOLATED FROM THE TOWER. MOUNT DIRECTLY TO TOWER STEEL.

1 GR-2 ANTENNA GROUND BAR DETAIL

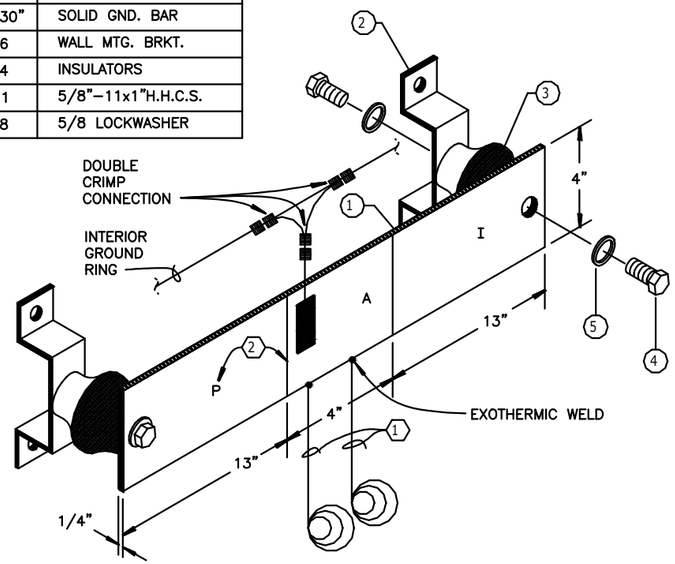
SCALE: N.T.S.



2 GR-2 TYPICAL GROUND BAR CONNECTION DETAIL

SCALE: N.T.S.

NEWTON INSTRUMENT COMPANY, INC. BUTNER, N.C.			
NO.	REQ.	PART NO.	DESCRIPTION
①	1	1/4"x4"x30"	SOLID GND. BAR
②	2	A-6056	WALL MTG. BRKT.
③	2	3061-4	INSULATORS
④	4	3012-1	5/8"-11x1"H.H.C.S.
⑤	4	3015-8	5/8 LOCKWASHER



EACH GROUND CONDUCTOR TERMINATING ON ANY GROUND BAR SHALL HAVE AN IDENTIFICATION TAG ATTACHED AT EACH END THAT WILL IDENTIFY ITS ORIGIN AND DESTINATION.

SECTION "P" – SURGE PRODUCERS

CABLE ENTRY PORTS (HATCHPLATES) (#2)
TELCO GROUND BAR (#2)
COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (#2)
CELL SITE +24V POWER SUPPLY RETURN BAR (#2)
CELL SITE -48V POWER SUPPLY RETURN BAR (#2)

GENERATOR FRAMEWORK (IF AVAILABLE) (#2)
RECTIFIER FRAMES
ANTENNA SUPPRESSION

SECTION "A" – SURGE ABSORBERS

INTERIOR GROUND RING (#2)
EXTERNAL EARTH GROUND FIELD (BURIED GROUND RING) (#2)
METALLIC COLD WATER PIPE (IF AVAILABLE) (#2)
BUILDING STEEL (IF AVAILABLE) (#2)

SECTION "I" – ISOLATED GROUND ZONE

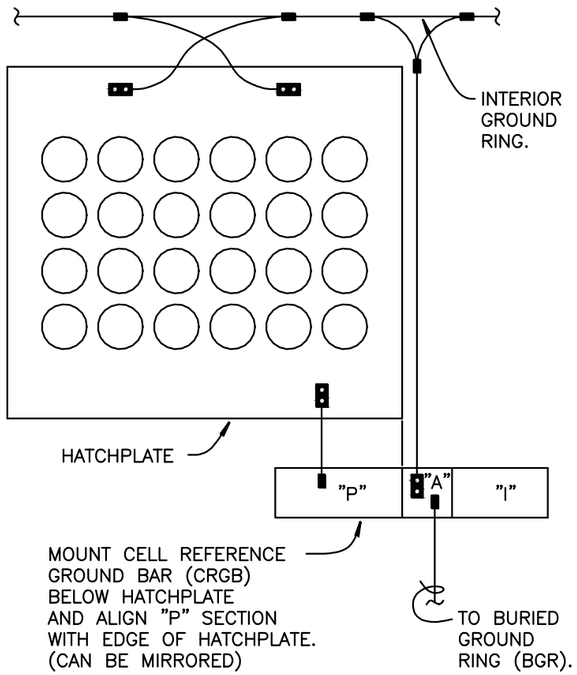
ALL CELL SITE COMMUNICATIONS EQUIPMENT FRAMES.

DETAIL NOTES:

1. EXOTHERMICALLY WELD #2 AWG BARE TINNED SOLID COPPER CONDUCTOR TO GROUND BAR. ROUTE CONDUCTOR TO BURIED GROUND RING AND PROVIDE PARALLEL EXOTHERMIC WELD.
2. THE INSTALLER SHALL USE PERMANENT MARKER TO DRAW THE LINES BETWEEN EACH SECTION ("P", "A", "I") WITH 1" HIGH LETTERS

3 GR-2 GROUND BAR DETAIL

SCALE: N.T.S.



4 GR-2 GROUND BAR INSTALLATION DETAIL

SCALE: N.T.S.

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A	10/15/19	PRELIMINARY CDs REV "A"
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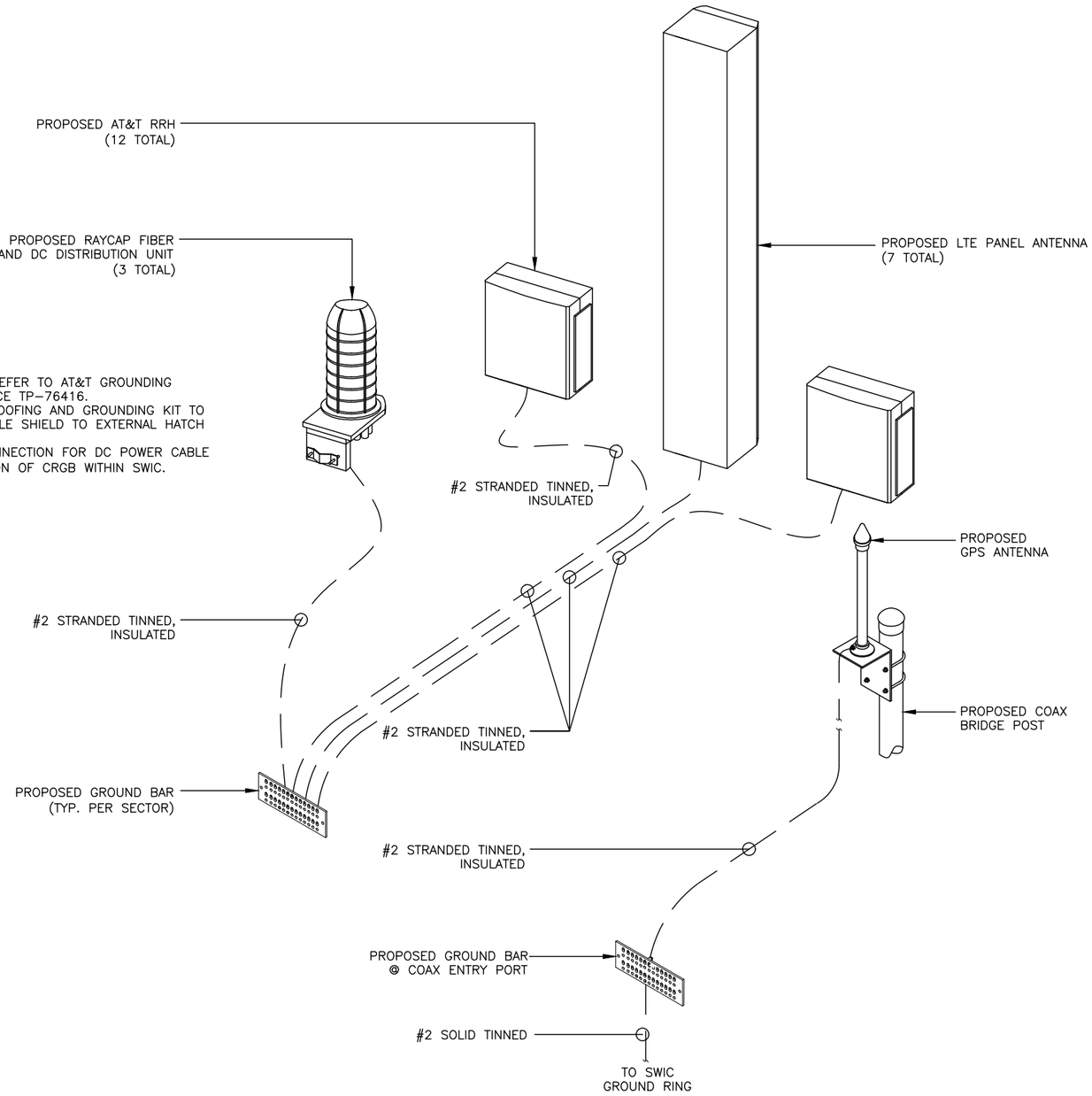
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FL PROFESSIONAL ENGINEER LIC. # 72513

COCOA COMMONS
FA # 14386094
2003 MICHIGAN AVENUE
UNIT CELLTOWER
COCOA, FL 32926

SHEET DESCRIPTION
GROUNDING DETAILS

SHEET NUMBER
GR-2

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NOTES:

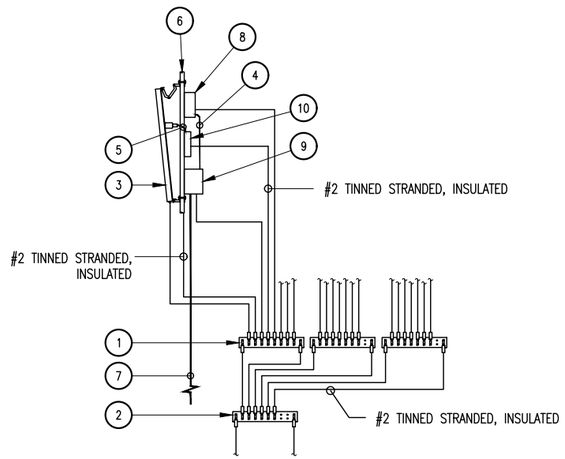
1. CONTRACTOR SHALL REFER TO AT&T GROUNDING AND BONDING PRACTICE TP-76416.
2. PROVIDE WEATHER PROOFING AND GROUNDING KIT TO BOND DC POWER CABLE SHIELD TO EXTERNAL HATCH PLATE GROUND BAR.
3. PROVIDE GROUND CONNECTION FOR DC POWER CABLE SHIELD TO "P" SECTION OF CRGB WITHIN SWIC.

1 GR-3 GROUNDING DETAIL

SCALE: N.T.S.

KEYNOTE LEGEND:

1. SECTOR GROUND BAR (TYP).
2. COLLECTOR GROUND BAR.
3. NEW ANTENNA.
4. SINGLE PAIR FIBER & DC POWER.
5. JUMPER CABLE, 1/2" (TYP).
6. PIPE MOUNT.
7. DC POWER & FIBER TO RAYCAP UNIT.
8. REMOTE RADIO HEAD (RRH) (IF APPLICABLE).
9. DC6 RAYCAP SURGE SUPPRESSOR (IF APPLICABLE).
10. FILTER (IF APPLICABLE)



1. UTILIZE EXISTING AT&T GROUND BARS AND GROUNDING.
2. ADD GROUND BARS IF THERE ARE INSUFFICIENT LUG POSITIONS.
3. REFERENCE AT&T BONDING & GROUNDING PRACTICE TP76416.

2 GR-3 ANTENNA GROUNDING SCHEMATIC

SCALE: N.T.S.

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JUNE 30, 2021

MARC P. MAIER, PE
FL PROFESSIONAL ENGINEER LIC. # 72513

COCOA COMMONS
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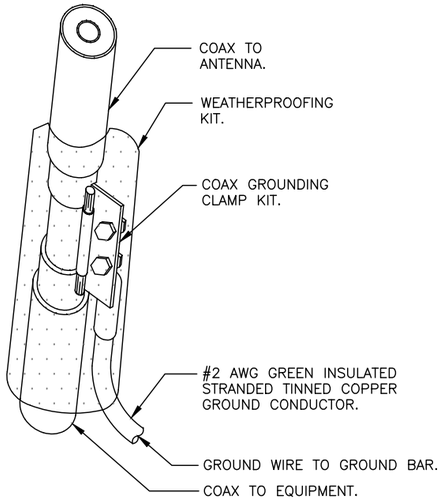
SHEET DESCRIPTION

GROUNDING DETAILS

SHEET NUMBER

GR-3

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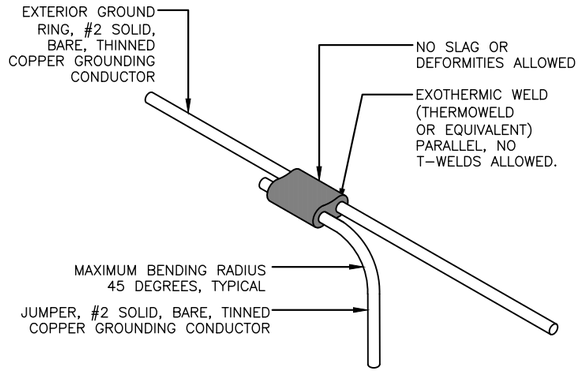


NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND IN CABLE.
2. ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
3. 2–1/2" MAX FOR TX/RX ANTENNA CABLES.
4. 1–1/4" MAX FOR GPS ANTENNA CABLES.
5. INSTALL IN ACCORDANCE WITH MANUFACTURER INSTRUCTIONS.

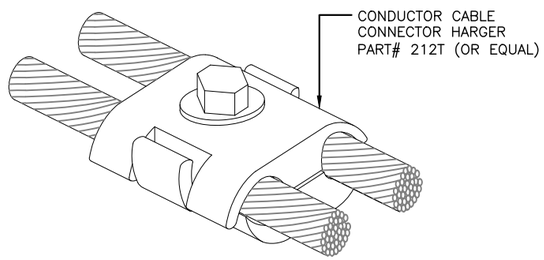
1 GR-4 COAX CABLE GROUND DETAIL

SCALE: N.T.S.



2 GR-4 WELD CONNECTION DETAIL

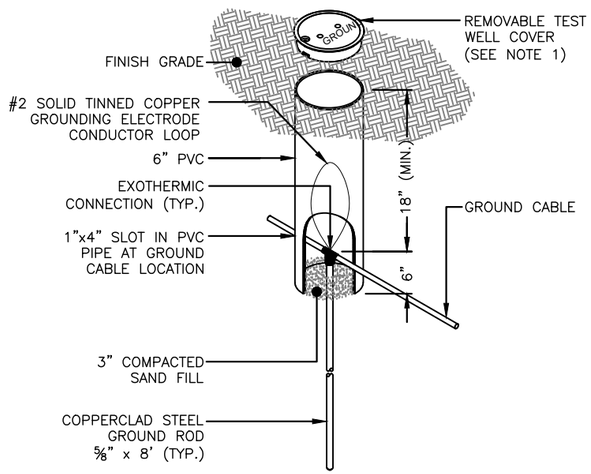
SCALE: N.T.S.



CONDUCTOR CABLE CONNECTOR ISOMETRIC

3 GR-4

SCALE: N.T.S.



NOTES:

1. CONTRACTOR SHALL PROVIDE PRE–CAST CONCRETE INSPECTION WELL WITH CAST IRON TRAFFIC RATED LID WHEN WELL WILL BE IN AN AREA WHERE THEY CAN BE DAMAGED
2. ALL WORK SHALL CONFORM TO THE LOCAL BUILDING CODES. DEPTH MAY VARY.

4 GR-4 GROUND ROD INSPECTION WELL DETAIL

SCALE: N.T.S.

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JUNE 30, 2021

MARC P. MAIER, PE
FL PROFESSIONAL ENGINEER LIC. # 72513

COCOA COMMONS
FA # 14386094

2003 MICHIGAN AVENUE
UNIT CELLTOWER
COCOA, FL 32926

SHEET DESCRIPTION

GROUNDING DETAILS

SHEET NUMBER

GR-4

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MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this day of , 20 , by and between the City of Cocoa, Florida, a Municipal Corporation, having its principal office 65 Stone Street, Cocoa, FL 32922 (hereinafter called "**City**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 ("**AT&T**").

1. City and AT&T entered into a certain Telecommunications Tower Collocation Land Lease Agreement ("**Agreement**") on the day of , 2021, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be five (5) years commencing on the Effective Date, with six (6) successive automatic five (5) year options to renew.

3. The portion of the land being leased to AT&T and associated easements are described in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

CITY OF COCOA, FLORIDA

_____
Stockton Whitten, City Manager

_____
Signature of Witness

Date: _____

_____
Printed Name of Witness

ATTEST:

_____
Carie Shealy, City Clerk, MMC

_____
Signature of Witness

_____
Printed Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2021, by Stockton Whitten, the City Manager of the City of Cocoa, Florida, a Florida municipal corporation, on behalf of the corporation, 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: _____

Signed, sealed and delivered in the presence of the following witnesses:

Signature of Witness

SAMANTHA HEIDIG
Printed Name of Witness

Signature of Witness

MICHAEL NIX
Printed Name of Witness

NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corp.
Its: Manager

Print name and title: John Heggy, Area Manager

Date: 9/8/2021

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 8th day of September, 2021, by John Heggy, the Area Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

SUSAN L. NIX
Notary Public - State of Florida
Commission # GG 284672
My Comm. Expires Dec 16, 2022
Bonded through National Notary Assn.

(Notary Public Signature)

Susan L. Nix
(Print Name)
Notary Public, State of Florida
Commission No.: GG 284672
My Commission Expires: 12/16/22

EXHIBIT 1 TO MEMORANDUM OF LEASE

DESCRIPTION OF PROPERTY AND PREMISES

to the Memorandum of Lease dated , 20 , by and between City of Cocoa, Florida, a Municipal Corporation, as City, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as AT&T.

The Property is legally described as follows:

PARENT TRACT

A PORTION OF SECTION 19, TOWNSHIP 24, SOUTH, RANGE 36 EAST, BEING MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 1565, PAGE 246 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

The Premises are described and/or depicted as follows:

AT&T MOBILITY LEASE PARCEL

A PORTION OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 36 EAST, OFFICIAL RECORDS BOOK 1565, PAGE 246 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 7, COLLEGE GREEN ESTATES, UNIT 1, AS RECORDED IN PLAT BOOK 19, PAGE 66 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 20°43'12" WEST, A DISTANCE OF 105.32 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 33°39'49" EAST,A DISTANCE OF 20.00 FEET; THENCE SOUTH 09°13'19" WEST, A DISTANCE OF 19.54 FEET; THENCE NORTH 36°40'10" WEST, A DISTANCE OF 34.36 FEET; THENCE NORTH 56°20'11" EAST, A DISTANCE OF 15.10 FEET TO THE POINT OF BEGINNING. CONTAINING 0.0090 ACRES OR 392 SQUARE FEET, MORE OR LESS.

20.00 FEET WIDE ACCESS EASEMENT

A PORTION OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 36 EAST, OFFICIAL RECORDS BOOK 1565, PAGE 246 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LYING 10.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCE AT 1/2" IRON ROD (L4596), BEING THE SOUTHEAST CORNER OF 765 FEET AREA, SAID POINT OF COMMENCEMENT IS FURTHER REFERENCED AS FOLLOWS:

1. THE SOUTHWEST CORNER OF AN EXISTING HEAD WALL LIES N 89°32'18" W, 92.06 FEET FROM SAID POINT OF BEGINNING.

2. A 2" IRON PIPE, LOCATED AT THE MONUMENTED NORTHEAST CORNER OF LOT 1, BLOCK 7, COLLEGE GREEN ESTATES, UNIT 1, AS RECORDED IN PLAT BOOK 19, PAGE 66 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, COINCIDENT WITH THE SOUTHERLY RIGHT OF WAY LINE OF MICHIGAN AVENUE (A 100 FEET RIGHT OF WAY) LIES N 05°29'41" E, 247.27 FEET FROM SAID POINT OF BEGINNING.

3. THE SOUTHWESTERLY CORNER OF AN EXISTING FIRE STATION LIES N 06°33'30" E 135.25 FEET FROM SAID PONT OF BEGINNING.

THENCE, LEAVING SAID SOUTHEAST CORNER OF SAID POINT OF COMMENCEMENT, RUN N 80°46'41" W, 42.46 FEET; THENCE RUN N 09°13'19" E, 19.54 FEET; THENCE RUN N 33°39'49" E, 10.00 FEET TO POINT OF BEGINNING: THENCE RUN N 56°20'11" E, 54.54 FEET; THENCE RUN N 86°05'59" E, 80.15 FEET; THENCE RUN N 48°22'36" E, 39.55; THENCE RUN N 10°39'13" E, 129.57 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MICHIGAN AVENUE AND THE POINT OF TERMINATION. THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR PROLONGED TO MEET AT THE ANGLE POINTS OF PROJECT BOUNDARIES.

10.00 FEET WIDE UTILITY EASEMENT

A PORTION OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 36 EAST, OFFICIAL RECORDS BOOK 1565, PAGE 246 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LYING 5.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT 1/2" IRON ROD (L4596), BEING THE SOUTHEAST CORNER OF 765 FEET AREA, SAID POINT OF COMMENCEMENT IS FURTHER REFERENCED AS FOLLOWS:

1. THE SOUTHWEST CORNER OF AN EXISTING HEAD WALL LIES N 89°32'18" W, 92.06 FEET FROM SAID POINT OF BEGINNING.

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3. THE SOUTHWESTERLY CORNER OF AN EXISTING FIRE STATION LIES N 06°33'30" E 135.25 FEET FROM SAID PONT OF BEGINNING.

THENCE, LEAVING SAID SOUTHEAST CORNER OF SAID POINT OF COMMENCEMENT, RUN N 80°46'41" W, 42.46 FEET; THENCE RUN N 09°13'19" E, 19.54 FEET; THENCE RUN N 56°20'11" E, 17.00 FEET; THENCE RUN S 09°13'19" W, 6.82 FEET TO THE POINT OF BEGINNING: THENCE RUN N 56°20'11" E, 45.26 FEET; THENCE RUN N 29°44'10" W, 65.42 FEET; THENCE RUN N 23°33'64" E, 31.52 FEET TO THE POINT TO BE FURTHER KNOWN AS "POINT A"; THENCE RUN N 70°55'10" W, 12.54 FEET; THENCE RETURN TO "POINT A"; THENCE RUN N 19°04'50" E, 111.71 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MICHIGAN AVENUE AND THE POINT OF TERMINATION. THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR PROLONGED TO MEET AT ANGLE POINTS AND PROJECT BOUNDARIES.

TELECOMMUNICATIONS TOWER
COLLOCATION CONSENT AND LEASE AGREEMENT

THIS AGREEMENT is by and between the City of Cocoa, Florida, a municipal corporation ("City"), having a mailing address of 65 Stone Street Cocoa, FL 32922and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd. NE 3rd Floor, Atlanta, GA 30319 ("AT&T"), authorized to do business in Florida.

Whereas, City is the owner of real property located at 2003 Michigan Avenue, Cocoa, Florida, which is legally described on **Exhibit "A"** ("City Property"). A copy of **Exhibit "A"** is attached hereto and fully incorporated herein by this reference; and

Whereas, City entered into that certain Option and Lease Agreement, dated August 18, 2000, which was amended by the Amendment to Option and Lease Agreement dated July 5, 2001 and further amended by the Second Amendment to Option and Lease Agreement dated January 15, 2015 (collectively, the "Site Agreement") with Primeco Personal Communications, L.P., a Delaware Limited Partnership, d/b/a Verizon Wireless ("Verizon"); and

Whereas, Verizon constructed and owns a one hundred fifty foot (150') free standing communications monopole which is designed with spaces to collocate the antennas of at least two (2) commercial mobile radio service operators ("Tower"); and

Whereas, AT&T desires to enter into a lease with Verizon to collocate on the Tower and further to lease a portion of the City Property from City for purposes of operating and maintaining communication equipment and related facilities; and

Whereas, City acknowledges the collocation of AT&T's communication facilities on the Tower and agrees to the lease of a portion of City's Property, under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

1.0 **Recitals.** The foregoing recitals are true and correct and hereby incorporated herein by this reference.

2.0 **Consent to Collocation and Lease.** The City hereby consents to AT&T collocating their telecommunications equipment and related facilities on the Tower. In furtherance of consenting to the collocation, the City also agrees to lease to AT&T for its use a portion of the City Property ("Leased Parcel"). The Leased Parcel is graphically depicted on **Exhibit "B,"** which is attached hereto and incorporated herein by this reference. Subsequent to the construction of any facilities on the Leased Parcel, AT&T shall have the Leased Parcel surveyed and an "as-built" drawing with legal description shall be prepared, identifying the location of all telecommunications equipment and related facilities, antennas, fences, and related appurtenances, including on the Tower. Upon acceptance by the City (not to be unreasonably withheld, conditioned or delayed), the "as-built" drawing and legal description

shall then become part of **Exhibit "B."** The use of the Leased Parcel shall be limited to constructing operating and maintaining communications equipment and related facilities in order to effectuate the collocation as described in Exhibit "B". City also consents to AT&T's twenty-four (24) hours per day, seven (7) days a week use of the non-exclusive utility easements and non-exclusive ingress and egress easement to the Lease Property described in the Site Agreement with Verizon. The easements were granted to Verizon by the City and are legally described under the Site Agreement. The easement legal descriptions are attached hereto as **Exhibit "C"** and incorporated herein by this reference. AT&T agrees to fully comply with the terms and conditions of the aforementioned easements and further agrees that AT&T shall not in any way overburden the easements or unreasonably interfere with the City's and any other authorized user's right to use the easements. Should the existing easements prove insufficient for AT&T's use, AT&T may present a separate, recordable easement to the City for the City Council's reasonable consideration.

2.1 **Use of Lease Parcel.** Except as provided in this Agreement, all other uses of the Leased Parcel by AT&T are prohibited. AT&T shall use the Leased Parcel for the purpose of transmission and reception of communications signals and the installation, construction, maintenance and operation, repair, and replacement of a wireless telecommunications facility and uses incidental thereto ("Permitted Use"), consisting of an equipment pad/shelter within three hundred ninety-two (392) square feet of ground space for cabinets or a building necessary to house or shelter telecommunications equipment; antennas and other equipment located one hundred thirty (130) feet above ground level ("AGL"), and all necessary connecting appurtenances ("Communication Facility"). AT&T has the right to install and operate transmission cables and electrical lines from the equipment shelter or cabinet to the Tower, electric lines from the main feed to the equipment shelter or cabinet, and communication lines from the City Property's main entry point to the equipment shelter or cabinet in the locations shown on Exhibit B and to install a generator. . A security fence with privacy screens or slats shall be placed around the perimeter of the Leased Parcel, and AT&T may install warning signs and other control measures required by applicable law to make individuals aware of risks. All improvements shall be at AT&T's sole expense. Upon prior written approval of City, (which shall not be unreasonably withheld, conditioned or delayed), AT&T may temporarily use adjoining and adjacent land under City's control as is reasonably required during construction, installation, maintenance, and operation of the Communications Facility. If AT&T elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Leased Parcel, City hereby grants AT&T, or any UAS operator acting on AT&T's behalf, express permission to fly over the applicable City Property and the Leased Parcel, and consents to the use of audio and video navigation and recording in connection with the use of the UAS, provided that adequate proof of insurance coverage is first presented along with a copy of applicable flight procedures and drone operator licensing. At all times, AT&T will maintain the Leased Parcel in a good, safe and reasonable condition, reasonable wear and tear and loss by unavoidable casualty not caused by the negligence of AT&T or other causes beyond AT&T's control excepted.

It is understood and agreed that AT&T's ability to use the Leased Parcel is contingent upon its obtaining after execution date of this Lease Agreement, of all the certificates, permits and other approvals that may be required by any federal, state or local authorities. City will cooperate with AT&T in its effort to obtain such approvals. City agrees to sign such papers as are customarily and reasonably required

to file applications with the appropriate zoning authority and/or commission for the proper zoning of the Leased parcel as required for AT&T's intended use set forth in this Agreement.

2.2 **Peaceful Enjoyment.** City covenants that AT&T, on paying the rent and performing the covenants contained in this Agreement shall peaceably and quietly have, hold and enjoy the Leased Parcel.

3.0 **Term.** The City acknowledges and agrees that AT&T shall have the right to lease the Leased Parcel and collocate on the Tower for an initial term of five (5) years with six (6) renewal term(s) of five (5) years each. This Agreement shall automatically renew unless: (i) AT&T has provided the City six (6) months' written notice of its desire not to renew prior to the renewal; (ii) the City or AT&T has terminated this Agreement pursuant to paragraph 23 of this Agreement; (iii) AT&T is in breach of this Agreement beyond any applicable cure period, in which case, this Agreement may only be renewed if the City agrees to the renewal in writing and AT&T cures the breach; or (iv)AT&T is in breach of the Sublease Agreement with Verizon beyond any applicable cure period, in which case, the Agreement may only be renewed if the City and Verizon agree to the renewal in writing and AT&T cures the breach.

4.0 **Termination of Verizon Site Agreement.** Notwithstanding anything to the contrary set forth in this Agreement, AT&T may terminate this Agreement upon the termination of the Site Agreement with Verizon; provided, however, that if the Site Agreement is terminated by Verizon or City and AT&T desires to continue occupying-and possessing the Leased Parcel and Tower space, AT&T agrees to adopt and enter into the non-exclusive utility easements and non-exclusive ingress and egress easements provided through the Site Agreement with Verizon.

5.0 **Assignment.** This Agreement shall not be assigned, sold, or transferred without written consent of the City (which shall not be unreasonably withheld, conditioned or delayed), except to AT&T's principal, affiliates or subsidiaries of its principal, any entity acquiring substantially all of the assets of AT&T, or any successor entity in a merger, acquisition or consolidation involving AT&T, upon prior written notice to the City. As to other parties, this Agreement shall not be assigned, sold, or transferred without the written consent of the City, such consent not to be unreasonably withheld, conditioned or delayed.

6.0 **Third Party Rights.** This Agreement is not a third party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any party not expressly a party to this Agreement.

7.0 **Further Assurances.** From and after the execution of this Agreement, each of the parties hereto shall fully cooperate with each other and perform any further act(s) and execute and deliver any further documents which may be necessary or reasonably desirable in order to carry out the purposes and intentions of this Agreement.

8.0 **Severability.** If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless remain in full force and effect, unless the absence of the invalid, void or unenforceable provision or provisions causes this Agreement to fail in its essential purposes.

9.0 **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that in any dispute between them relating to this Agreement, exclusive jurisdiction shall be in the state circuit courts located in Brevard County, Florida, and in the federal district court in Orlando, Florida, any objections as to jurisdiction or venue in such courts being expressly waived.

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

11.0 **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

12.0 **Notices.** Any notice, request, instruction, or other document to be given as part of this Agreement shall be in writing and shall be deemed given under the following circumstances: three (3) business days after being deposited in the United States Mail, stamped prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

To City of Cocoa:	City Manager 65 Stone Street Cocoa, Florida 32922 PH: (321)433-8800
With a mandatory copy to:	Garganese, Weiss, D'Agresta & Salzman, P.A. Attn: Anthony A. Garganese, City Attorney 111 N. Orange Avenue, Suite 2000 Orlando, FL 32802
To AT&T:	New Cingular Wireless PCS, LLC Attn: Tower Asset Group – Lease Administration Cell Site Name: Cocoa Commons FL RE: Fixed Asset#: 14386094 1025 Lenox Park Blvd NE 3rd Floor Atlanta, GA 30319
With a copy to:	New Cingular Wireless PCS, LLC Attn.: Legal Dept – Network Operations Cell Site Name: Cocoa Commons FL RE: Fixed Asset#: 14386094 208 S. Akard Street Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal service.

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

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

14.0 **Public Record.** It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of AT&T solely and specifically related to this Agreement, may be deemed to be a Public Record whether in the possession or control of the City or AT&T. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of AT&T is subject to the provisions of Chapter 119, *Florida Statutes,* and may not be destroyed without the specific written approval of the City. Upon request by the City, AT&T shall promptly supply copies of said public records to the City in accordance with Florida law. AT&T may ensure that public records, or portions thereof, that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized or required by law for the duration of this Agreement term and following completion of this Agreement. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall during normal business hours of AT&T be open and freely exhibited to the City for the purpose of examination and/or audit. Failure by AT&T to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If AT&T 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, which is directly attributable to AT&T's failure to comply with this Section, the City shall collect from AT&T prevailing, reasonable party attorney's fees and costs actually incurred, and any damages actually incurred by the City, for enforcing this Section against AT&T. And, if applicable, the City shall also be entitled to reimbursement of all reasonable and actually incurred attorneys' fees and damages which the City had to pay a third party directly caused by the AT&T's failure to comply with this Section. Notwithstanding the foregoing, AT&T shall not be required to provide any record, document, computerized information and program, audio or video tape, photograph, or other writing of AT&T that is deemed to be a trade secret as defined by Florida law of AT&T's or privileged (including but not limited to attorney-client privilege) and AT&T shall not be held liable for failure to provide any such document. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

15.0 **Interpretation.** The City and AT&T have participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

16.0 **Independent Contractor.** AT&T shall be considered an independent contractor under this Agreement.

17.0 **Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.

18.0 **Sovereign Immunity.** The City intends to avail itself of the benefits of Section 768.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. 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 pursuant to section 768.28or by operation of law. This paragraph shall survive termination of this Agreement.

19.0 **General Liability Insurance.**

(a) During the Term, AT&T will carry, at its own cost and expense, the following insurance:

(i) Workers' compensation insurance as required by law;

(ii) Commercial general liability (CGL) insurance with respect to its activities on the Property such insurance to afford protection of up to Three Million Dollars ($3,000,000) per occurrence and Six Million Dollars ($6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. AT&T's CGL insurance shall contain a provision including the City as an additional insured. Such additional insured coverage:

(1) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by AT&T, its employees, agents or independent contractors;

(2) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of City, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of City, its employees, agents or independent contractors; and

(3) Shall not exceed AT&T's indemnification obligation under this Agreement, if any.

(iii) Business or commercial property insurance for loss of AT&T alterations to the Leased Parcel and AT&T equipment and facilities for no less than One Hundred Percent (100%) of the full replacement cost of the covered property, AT&T may self-insure this risk under the same terms as required by this Agreement; and

(iv) Automobile liability coverage with coverage limit of $1,000,000 which will include City as and additional insured on a primary and non-contributory basis by endorsement with respect to this Agreement to protect AT&T from claims for damages for bodily injury, including wrongful death, as well as from claims for 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 AT&T or by anyone directly or indirectly employed by AT&T.

(v) Should AT&T or any UAS operator acting on AT&T's behalf choose to utilize an unmanned aircraft system, drone liability insurance with a coverage limit of $1,000,000 to cover claims for damages because of bodily injury or death of any person or property damage arising out of AT&T's use of the drone.

(b) Notwithstanding the foregoing, AT&T shall have the right to self-insure the coverages required in subsection (a). In the event AT&T elects to self-insure its obligation to include City as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) City shall promptly and no later than thirty (30) days after notice thereof provide AT&T with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide AT&T with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) City shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) City shall fully cooperate with AT&T in the defense of the claim, demand, lawsuit, or the like.

AT&T shall furnish insurance certificates and the required endorsements specifying the types and amounts of coverage in effect pursuant hereto and the expiration dates of such policies. AT&T will provide at least thirty (30) days prior written notice to the City of cancellation of any required coverage that is not replaced. If the City has any objection to the coverage afforded by or other provision of the insurance required to be carried and maintained by AT&T in accordance with this paragraph on the basis of its not complying with the Agreement, the City shall notify AT&T in writing thereof within thirty (30) days of the date of delivery of such certificates and endorsements to the City. Once every five (5) years with at least sixty (60) days prior written notice to AT&T, the City, at its discretion, reserves the right to require AT&T to obtain reasonable increases in the insurance coverage set forth in this paragraph. AT&T shall continuously maintain such insurance during the Term of this Agreement in the amounts, type, and quality as required by this paragraph.

20.0 **Indemnification and Hold Harmless.** AT&T shall defend, indemnify and hold harmless the City and its elected officials, employees, officers, attorneys, agents, and contractors from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability to the person or property (including reasonable attorney's fees through any and all administrative, trial, post judgment and appellate proceedings), directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, arising directly from AT&T's and its employee's, agent's, and contractor's use and occupancy of the Leased Parcel, Tower, and utility and ingress and egress easements, except to the extent attributable to the negligent or intentional act or omission of the City, its elected officials, employees, officers, attorney, invitees, agents or independent contractors. This indemnification shall survive the expiration or termination of this Agreement.

The indemnification provided above shall obligate AT&T to defend at its own expense or to provide for such defense, at the sole option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which directly result from AT&T's and its employee's, agent's, and

contractor's use and occupancy of the Leased Parcel, Tower, and utility and ingress and egress easements. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are reasonable.

In the event any of AT&T's employees bring an action against the City, arising out of the use and occupancy of the Leased Parcel, Tower, or utility and ingress and egress easements, AT&T agrees that it shall not assert immunity under Section 440.11, Florida Statutes, as a defense to any indemnity action or obligation asserted by the City in such circumstances.

City shall be responsible for the acts and omissions of itself and its officers, elected officials, employees, attorneys, contractors and agents to the extent permitted by law.

21.0 **Omitted.**

22.0 **Standard of Care.** In using the Leased Parcel, and utility and ingress and egress easements, AT&T shall use that reasonable degree of care and skill ordinarily exercised, under similar circumstances by reputable members of its profession practicing in the same or similar locality.

23.0 **Termination.** In addition to the other termination rights set forth in the Agreement, AT&T may terminate this Agreement upon twelve (12) months written notice to City (i) if AT&T is unable to occupy and utilize the communications equipment and related facilities established in Exhibit B due to any change of law or action of the FCC, such as a take back of channels or change in frequencies, that frustrates the purpose of this Agreement; (ii) if AT&T determines that the Leased Parcel is not appropriate for its operations for technological reasons, such as interference, upon provision of reasonably appropriate documentation evidencing the technological reason to the City in writing; (iii) if the Tower becomes unsuitable for collocation as a result of the Tower becoming structurally unsound as reasonably determined by the City's Building Official; or (iv) if the Leased Parcel otherwise becomes unsafe for AT&T's intended use as demonstrated by reasonably appropriate documentation evidencing the unsafe condition of the Leased Parcel.

In addition, in the event that either party defaults in fulfilling any of the covenants of this Agreement and such default shall continue for sixty (60) days after the defaulting party's receipt of written notice from the other specifying the nature of said default, or, if the said default so specified shall be of such a nature that the same cannot be reasonably cured or remedied within such sixty (60) days and the defaulting party shall not in good faith commence the curing or remedying of such default within such sixty (60) days and shall not thereafter diligently proceed therewith to completion, then in any one or more of such events this Agreement shall terminate and come to an end as fully and completely satisfied and AT&T shall then quit and surrender the Leased Parcel and the right to use the utility and ingress and egress easements as provided herein and remove its communications equipment and related facilities as set forth in paragraph 34.0.

24.0 **Warranties**. AT&T and City (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and

authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

City represents and warrants that the City is seized of good and marketable title and interest to the City Property and has full authority to enter into and execute this Agreement. City further covenants that there are no other liens, judgments or impediments of title on the City Property that would prohibit City from executing this Agreement.

25.0 **Recordable.** The parties understand and agree that a memorandum of lease may be recorded in the public records.

26.0 **Hazardous Materials.** City shall indemnify and hold harmless AT&T and its employees, officers, attorney, agents, and contractors from and against and from any claims, damages, losses, personal injuries (including but not limited to death), liability to persons and property, including but not limited to reasonable attorney fees through any and all administrative, trial, post judgment and appellate proceedings, resulting from the exposure of any person or property to hazardous substances generated, stored, disposed of, or transported to or over the City Property by City, its agents, contractors, and employees in violation of any applicable law or regulation, as long as such substance was not stored, disposed of, or transported to or over the Lease Property by AT&T, its agents, contractors, employees, or invitees and as long as such hazardous substances are not of the type or quantity commonly found on property used or that has been used for purposes of maintaining and operating a firestation for the benefit of the public. AT&T represents and warrants that its use of the Leased Parcel, and the utility and ingress and egress easements will not generate any hazardous substance in violation of any applicable law or regulation and that it will not in violation of any applicable law or regulation, store or dispose on or near the Leased Parcel, Tower and the utility and ingress and egress easements, any hazardous substance. AT&T shall indemnify and hold harmless the City and its elected officials, employees, officers, attorneys, agents, and contractors from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability to the person or property (including reasonable attorney's fees through any and all administrative, trial, post judgment and appellate proceedings), directly arising from the generation, storage, disposal, transportation or use of Hazardous Materials by AT&T and its employees, agents, and contractors on the Leased Parcel, and the utility and ingress and egress easements. For purposes of this Agreement, Hazardous Materials shall mean gasoline, petroleum and other petroleum by products, asbestos, explosives, PCBs, radioactive material or any "hazardous" or "toxic" material, substance, or waste which is defined by those or similar terms or is regulated as such under any applicable statute, law, ordinance, rule or regulation of any governmental authority having jurisdiction over the Leased Parcel, or utility and ingress and egress easements or any portion thereof or its use, including any material, substance or waste which is defined as: (i) a "hazardous substance" under the Water Pollution Control Act (33 U.S.C Section 1301 et seq., as amended); (ii) "hazardous waste" under the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq., as amended); (iii) a "hazardous substance" or "hazardous waste" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended or any other superfund law); (iv) a "hazardous chemical" under 29 C.F.R. Part 1910; or (v) a "pollutant" or "contaminant" under 42 U.S.C. Section 9601. These indemnifications shall survive the expiration or termination of this Agreement.

27.0 **Liens.** AT&T shall keep the Leased Parcel and utility and ingress and egress easements free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by or on behalf of AT&T. AT&T shall also hold the City harmless against any such liens and shall take immediate action to remove any such lien should one be filed against any property owned by the City as a result of work performed or as a result of under this Agreement for or on behalf of AT&T. If any mechanic's lien or other lien, charge or order for payment of money is filed as

a result of the act or omission of AT&T in connection with this Agreement, AT&T will cause such lien, charge or order to be discharged or appropriately bonded or otherwise reasonably secured ("**Secured**") within sixty (60) days after notice from City thereof. If AT&T fails to cause the lien or encumbrance to be Secured within the sixty (60) day period, then City will be entitled to do so at AT&T's expense.

28.0 **Condemnation.** If the whole of the Leased Parcel or utility and ingress and egress easements, or such portion thereof as will make said parcel unusable for the purposes herein, are condemned by any legally constituted authority for any public use or purpose, then in either of said events the Term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between AT&T and City as of that date. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for AT&T will include, where applicable, the value of its communication facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis. AT&T shall not be permitted to share in any real estate compensation as a result of a condemnation, except the right to recover for the aforementioned awards.

29.0 **Damage or Destruction.** Notwithstanding any other provision of this Agreement, AT&T shall bear the risk of loss or damage to its communications equipment and personal property on the Leased Parcel, Tower, and utility and ingress and egress easements, except to the extent such loss or damage is caused by the negligence or willful misconduct of the City. Under no circumstances under this Agreement will the City be liable to AT&T for economic loss, lost profits, loss of business, loss of market share, or any other incidental, punitive, special, or consequential damages of any nature whatsoever even if informed of the possibility of such damages.

If available, the City and AT&T agree to negotiate in good faith for the location of the placement of a temporary transmission and reception facilities on the Leased Parcel or adjacent owned City Property until such time as AT&T is able to activate a replacement transmission facility at another location. If the parties can agree as to a location, such temporary facilities will be governed by all of the terms and conditions of this Agreement, except that reasonable additional rent may be further negotiated.

30.0 **Maintenance.** AT&T shall be solely responsible for maintaining its communications equipment and personal property in a safe and good condition, working order, and repair, reasonable wear and tear and loss by unavoidable casualty not caused by the negligence of AT&T or other causes beyond AT&T's control excepted. AT&T shall be solely responsible for promptly repairing damage to its communications equipment and personal property, except to the extent such loss or damage is caused by the negligence or willful misconduct of the City. AT&T shall keep the Leased Parcel, and utility and ingress and egress easements free of debris and anything dangerous, noxious, or offensive in nature which would create a hazard or undue vibration, heat, or noise in violation of any applicable law or regulation. However, the parties acknowledge that the easements are non-exclusive and AT&T shall only be responsible for remedying or remediating debris, dangerous, noxious, or offensive materials caused or placed by AT&T, its employees, agents, and contractors. AT&T shall not be solely responsible for maintenance and upkeep.

31.0 **Utilities.** AT&T shall provide for its own utilities and shall be responsible for paying such utilities. City shall cooperate with AT&T in AT&T's effort to obtain utility services to the Leased Parcel by signing such documents or easements as may be required by said utility companies and as may

be lawfully signed by City to further the purpose of this Agreement, provided, however, the foregoing language shall not be interpreted as requiring City to grant to or expedite the consideration of any type of permit, ordinance, resolution or approval. All utilities to the Leased Parcel shall be separately metered in AT&T's name and paid for by AT&T. In the event any public utility is unable to use the aforementioned Leased Parcel, City hereby agrees to cooperate with AT&T in locating an alternative suitable right or way or utility easement either to AT&T or to the public utility at no additional cost to City other than the rental amount stated in this Agreement; provided that to do so is consistent with all requirements of Federal, State and local law and is determined not to be adverse to the public interest.

32.0 **Taxes.** AT&T shall pay any and all taxes and assessments levied upon and directly attributable to AT&T's communications equipment and personal property used or kept on the Leased Parcel, or utilities and ingress and egress easements. Nothing herein shall require AT&T to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon City.

For any tax amount for which AT&T is responsible under this Agreement, AT&T shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of AT&T, or both AT&T and the City upon City consent (which shall not be unreasonably withheld, conditioned or delayed), with respect to the valuation of the Leased Parcel. City shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by AT&T and any refunds or rebates secured as a result of AT&T's action shall belong to AT&T, to the extent the amounts were originally paid by AT&T.

33.0 **Rent.** AT&T acknowledges and agrees that AT&T shall pay City, for the Initial Term an annual rental of Thirty Thousand and no/l00ths Dollars ($30,000.00), to be paid for the first lease year and each year thereafter of the Initial Term, commencing on the earlier date that AT&T commences construction or October 1, 2021. All subsequent rental payments shall be due and payable in advance on each anniversary from the effective date of this Agreement. Rental payments shall be made payable to the City of Cocoa or to such other person, firm or place as the City may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment. If AT&T fails to pay the rental proceeds within twenty (20) business days of when due, AT&T shall pay a late fee to City in the amount of five percent (5%) of the delinquent payment.

33.1 **Rent Increases**. The annual rental for each five (5) year Renewal Term shall be increased by five percent (5%) of the annual installment of annual rental payable during the previous Renewal Term. If at the end of the sixth (6^{th}) five (5) year Renewal Term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term or this Agreement has not otherwise been extended, this Agreement will continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate, with or without cause, at least six (6) months prior to the end of such term. Annual rental for this period shall be equal to the rent required to be paid for the last year of the final Renewal Term, plus fifteen percent (15%) of that rental amount, per annum, per additional one (1) year term.

34.0 **Removal of Equipment.** Upon termination of this Agreement, AT&T shall, within ninety (90) days (the "Removal Period"), remove all of its above-ground communications equipment and related improvements from the Leased Parcel and utility and ingress and egress easements and restore said Leased Parcel to its original above grade condition. If such time for removal causes AT&T to remain on the Leased Parcel after the Removal Period, AT&T shall pay rent to the City in the amount of four thousand and no/100ths ($4,000.00) per month until such time as the removal of the communications equipment and related facilities are completed in accordance with the terms of this Agreement. Footings, foundations, and concrete will be removed to a depth of one-foot below grade. Notwithstanding the foregoing, AT&T will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will AT&T be required to remove from the Leased Parcel or the City Property any underground utilities. Upon termination of this Agreement and removal of AT&T's communication equipment and related facilities in accordance with the terms of this Agreement, AT&T shall be released of any liability occurring on the Leased Parcel and City Property and utility and ingress and egress easements arising after such termination and removal. This release shall not include later-discovered or filed claims arising from AT&T's use and occupancy of the Leased Premises during the term of this Agreement.

35.0 **Modification.** Modifications of this Agreement shall only be made in writing signed by both parties.

36.0 **Compliance with Laws.** AT&T shall comply with all local, state, and federal laws and regulations regarding the construction, placement, maintenance and use of AT&T's communications equipment and related facilities on the Leased Parcel. City shall comply with all local, state and federal laws and regulations relating to City's ownership and use of the City Property and any improvements on the City Property.

37.0 **Signs.** AT&T shall not place any sign(s) on the Leased Property, Tower or utility and ingress and egress easements, except as specifically provided herein or as required by law.

38.0 **W-9.** As a condition precedent to payment, City agrees to provide AT&T with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by AT&T, including any change in address.

39.0 **Interference.** City will not, nor will City permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the AT&T's communication facilities, the operations of AT&T or the rights of AT&T under this Agreement. City will use its best faith efforts to cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from AT&T, except where such interference is necessary to serve a public purpose.

40.0 **Radon Gas.** In accordance with Florida law, the following statement is hereby made: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

41.0 **Future sale of City's Property.** Should the City, at any time during the Term of this Agreement, decide to sell all or any part of its real property which includes the Leased Parcel to a purchaser

other than AT&T, such sale shall be under and subject to this Agreement and AT&T's rights hereunder. City agrees not to sell, lease or use any other areas of the larger parcel upon which the Leased Parcel is situated for the placement of other communications facilities if such installation would cause interference to AT&T's ability to receive or transmit wireless communications services from AT&T's communications facilities on the Leased Parcel and/or the Tower.

42.0 **Limitation of Liability**. Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, AT&T and City each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

43.0 **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

44.0 **No Additional Fees/Incidental Fees.** Unless otherwise specified in this Agreement, all rights and obligations set forth in the Agreement shall be provided by City and/or AT&T, as the case may be, at no additional cost. No unilateral fees or additional costs or expenses are to be applied by either party to the other party, for any task or service including, but not limited to, review of plans, structural analyses, consents, provision of documents or other communications between the parties, except as are required for all other applicants for City services with City acting in its capacity as the governing municipal corporation, not as landlord under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

Signed, sealed and delivered in the presence of the following witnesses:

_____
Signature of Witness

_____
Printed Name of Witness

_____
Signature of Witness

_____
Printed Name of Witness

CITY OF COCOA, FLORIDA

_____
Stockton Whitten, City Manager

Date: _____

ATTEST:

_____
Carie Shealy, City Clerk, MMC

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2021, by Stockton Whitten, the City Manager of the City of Cocoa, Florida, a Florida municipal corporation, on behalf of the corporation, 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: _____

Signed, sealed and delivered in the presence of the following witnesses:

_____
Signature of Witness
Samantha Hollis
Printed Name of Witness

_____
Signature of Witness
MICHAEL NIX
Printed Name of Witness

NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corp.
Its: Manager

_____
Print name and title: John Heggy, Area Manager

Date: 9/8/2021

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of (✓) physical presence or (___) online notarization, this 8th day of September, 2021, by John Heggy, the Area Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

SUSAN L. NIX
Notary Public - State of Florida
Commission # GG 284672
My Comm. Expires Dec 16, 2022
Bonded through National Notary Assn.

_____
(Notary Public Signature)
Susan L Nix
(Print Name)
Notary Public, State of Florida
Commission No.: GG 284672
My Commission Expires: 12/16/22

EXHIBIT "A"

Page 1 of 1

The land is a site located at 2003 Michigan Avenue, situated in the City of Cocoa, County of Brevard County, State of Florida commonly described and/or depicted as follows:

PARENT TRACT

A PORTION OF SECTION 19, TOWNSHIP 24, SOUTH, RANGE 36 EAST, BEING MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 1565, PAGE 246 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.AT&T MOBILITY LEASE PARCEL

COCOA COMMONS FA No.14386094

A PORTION OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 36 EAST, OFFICIAL RECORDS BOOK 1565, PAGE 246 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 7, COLLEGE GREEN ESTATES, UNIT 1, AS RECORDED IN PLAT BOOK 19, PAGE 66 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 20°43'12" WEST, A DISTANCE OF 105.32 FEET TO THE POINT OF BEGINNING: THENCE SOUTH 33°39'49" EAST,A DISTANCE OF 20.00 FEET; THENCE SOUTH 09°13'19" WEST, A DISTANCE OF 19.54 FEET; THENCE NORTH 36°40'10" WEST, A DISTANCE OF 34.36 FEET; THENCE NORTH 56°20'11" EAST, A DISTANCE OF 15.10 FEET TO THE POINT OF BEGINNING. CONTAINING 0.0090 ACRES OR 392 SQUARE FEET, MORE OR LESS.



VICINITY MAP
NEAR 2005 MICHIGAN AVENUE, COCOA, FL 32926
(NOT TO SCALE)

0 15 30 60
SCALE: 1" = 30' (24"x36")
SCALE: 1" = 60' (11"x17")

SEE SHEET 2 OF 3 FOR COMPOUND DETAILS
SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTIONS



LINE DATA

Course	Bearing	Distance
L1	S 19°52'44" E	216.28'
L2	S 30°39'49" E	20.00'
L3	N 06°18'19" E	19.44'
L4	N 36°40'10" E	34.36'
L5	N 68°01'11" E	16.10'
L6	S 53°36'49" E	10.00'
L7	N 36°20'11" E	54.54'
L8	N 88°05'59" E	82.16'
L9	N 46°23'53" E	99.55'
L10	N 10°38'13" E	129.57'
L11	S 19°04'50" E	111.70'
L12	S 24°35'54" E	81.55'
L13	S 29°44'10" E	65.42'
L14	S 56°29'11" W	48.26'
L15	N 80°49'41" W	42.56'
L16	N 56°29'11" E	17.00'
L17	S 09°19'19" E	16.10'
L18	S 80°48'41" W	50.00'
L19	S 09°12'26" E	18.01'
L20	S 29°13'13" E	9.86'
L21	N 71°14'45" E	7.39'

SURVEYOR'S NOTES

1. THIS IS A BOUNDARY SURVEY OF THE AT&T LEASE PARCEL. THE PARENT TRACT INFORMATION SHOWN HEREON IS FOR INFORMATIONAL PURPOSES ONLY.
2. THE AT&T LEASE PARCEL DEPICTED HEREON LIES ENTIRELY WITHIN THE DESCRIBED PARENT TRACT.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. THE SURVEYOR HAS REVIEWED THE RECORDED INFORMATION PROVIDED AND ALL PLOTTABLE MATTERS OF RECORD TITLE IDENTIFIED IN THE INFORMATION PROVIDED THAT ARE PERTINENT TO THE AT&T LEASE PARCEL, AND ITS INGRESS/EGRESS AND UTILITY EASEMENT, IF APPLICABLE, HAVE BEEN SHOWN OR NOTED HEREON. THE SURVEYOR HAS RELIED SOLELY UPON THE INFORMATION PROVIDED WITH RESPECT TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS, RESERVATIONS, AND OTHER SIMILAR MATTERS. NO FURTHER RESEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY THE SURVEYOR.
4. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF LOT 1, BLOCK 7, COLLEGE GREEN ESTATES, UNIT 1, AS RECORDED IN PLAT BOOK 19, PAGE 68 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AS BEING SOUTH 19°04'50" WEST.
5. UNDERGROUND UTILITIES AND IMPROVEMENTS HAVE NOT BEEN LOCATED.
6. PARENT TRACT INTERIOR IMPROVEMENTS HAVE NOT BEEN LOCATED.
7. AFTER REVIEW OF FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 12009C0320G, DATED MARCH 17,2014, THE AT&T LEASE PARCEL DEPICTED HEREON LIES IN ZONE "X".
8. (D) DENOTES DESCRIPTION; (F) DENOTES FIELD MEASURED; (P) DENOTES PLAT; (C) DENOTES CALCULATED.
9. GEODETIC AND VERTICAL INFORMATION SHOWN HEREON IS BASED ON G.P.S. OBSERVATIONS PERFORMED HOLDING NGS STATION DESIGNATION Y-512, N.A.D.83(1990). ELEVATION=29.52 FEET (N.A.V.D.1988). SITE BENCHMARK IS A SET PK NAIL BAIL AND DISK L.B. No. 8197, ELEVATION=98.70 FEET(N.A.V.D.1988), AS SHOWN HEREON. ALL ELEVATIONS SHOWN HEREON ARE ABOVE MEAN SEA LEVEL A.M.S.L.).
10. ALL GEODETIC AND VERTICAL DATA, DEPICTED HEREON IS WITHIN THE 1a ACCURACY TOLERANCES AS SET FORTH BY THE F.A.A.

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY KIRK BRIAN MITCHELL USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Digitally signed by kirk b mitchell
DN: c=US, o=USA Engineering Inc, ou=A01410C0000016D9E108F8E00012EB4, cn=kirk b mitchell
Date: 2019.11.27 14:25:39 -05'00'

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PERFORMED ON OCTOBER 15, 2019, IS IN ACCORDANCE WITH THE TECHNICAL STANDARDS AS REQUIRED BY CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

KIRK B.MITCHELL P.S.M. L.S.No.5692

CERTIFICATE OF AUTHORIZATION No. L.B. 8197 HARD COPIES NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

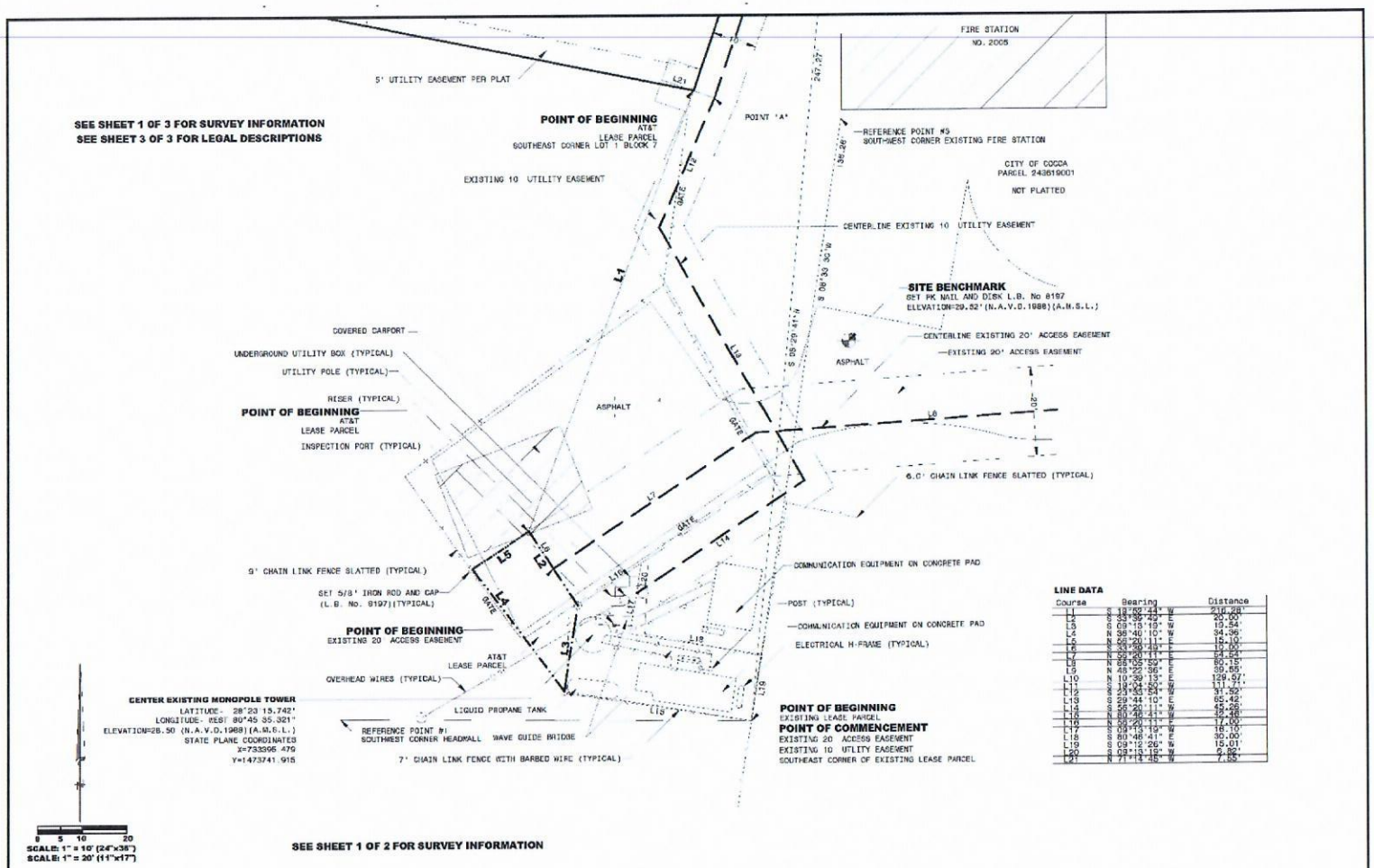
CERTIFIED TO AND FOR THE EXCLUSIVE BENEFIT OF:
AT&T
ITS AFFILIATES, SUBSIDIARIES AND LENDERS.

REVISIONS								
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

USA ENGINEERING
5810 Cypress Ridge Boulevard Suite 110 Wesley Chapel, Florida 33544
O: (813) 994-0305 www.usa-engineering.com

BOUNDARY SURVEY
PREPARED FOR
AT&T
COCOA COBBONS FA14036094
A PORTION OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA

DRAWN	J.S.L.S.
FIELD DATE	OCTOBER 15,2019
FIELD BOOK	PG(S)
SCALE	1" = 30'
PROJECT NO.	0114
J.L. NAME	5415-3005A 6041245 SHEET 1.DWG
SHT.	1 OF 3


SEE SHEET 1 OF 3 FOR SURVEY INFORMATION
SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTIONS
5' UTILITY EASEMENT PER PLAT
POINT OF BEGINNING
AT&T
LEASE PARCEL
SOUTHEAST CORNER LOT 1 BLOCK 7
EXISTING 10' UTILITY EASEMENT
POINT 'A'
FIRE STATION
NO. 2005
REFERENCE POINT #5
SOUTHWEST CORNER EXISTING FIRE STATION
CITY OF COCOA
PARCEL 24361900I
NOT PLATTED
CENTERLINE EXISTING 10' UTILITY EASEMENT
SITE BENCHMARK
SET PK NAIL AND DISK L.B. No 8197
ELEVATION=29.52'(N.A.V.D.1988)(A.M.S.L.)
CENTERLINE EXISTING 20' ACCESS EASEMENT
EXISTING 20' ACCESS EASEMENT
ASPHALT
COVERED CARPORT
UNDERGROUND UTILITY BOX (TYPICAL)
UTILITY POLE (TYPICAL)
RISER (TYPICAL)
POINT OF BEGINNING
AT&T
LEASE PARCEL
INSPECTION PORT (TYPICAL)
6.0' CHAIN LINK FENCE SLATTED (TYPICAL)
9' CHAIN LINK FENCE SLATTED (TYPICAL)
SET 5/8' IRON ROD AND CAP
(L.B. No. 8197)(TYPICAL)
POINT OF BEGINNING
EXISTING 20' ACCESS EASEMENT
AT&T
LEASE PARCEL
OVERHEAD WIRES (TYPICAL)
COMMUNICATION EQUIPMENT ON CONCRETE PAD
POST (TYPICAL)
COMMUNICATION EQUIPMENT ON CONCRETE PAD
ELECTRICAL H-FRAME (TYPICAL)
CENTER EXISTING MONOPOLE TOWER
LATITUDE= 28°23'15.742"
LONGITUDE= WEST 80°45'35.321"
ELEVATION=28.50 (N.A.V.D.1988)(A.M.S.L.)
STATE PLANE COORDINATES
X=733996.479
Y=1473741.916
LIQUID PROPANE TANK
REFERENCE POINT #1
SOUTHWEST CORNER HEADWALL
WAVE GUIDE BRIDGE
7' CHAIN LINK FENCE WITH BARBED WIRE (TYPICAL)
POINT OF BEGINNING
EXISTING LEASE PARCEL
POINT OF COMMENCEMENT
EXISTING 20' ACCESS EASEMENT
EXISTING 10' UTILITY EASEMENT
SOUTHEAST CORNER OF EXISTING LEASE PARCEL
LINE DATA
Course | Bearing | Distance
L1 | S 13°05'44" W | 210.28'
L2 | S 83°39'42" W | 20.00'
L3 | S 69°13'10" W | 18.54'
L4 | N 38°40'10" W | 34.99'
L5 | N 56°20'11" E | 15.10'
L6 | N 33°39'49" W | 17.00'
L7 | N 56°20'11" E | 54.64'
L8 | N 65°05'59" E | 80.55'
L9 | N 48°22'56" E | 39.65'
L10 | N 10°39'13" E | 129.97'
L11 | S 19°34'50" W | 111.71'
L12 | S 33°53'54" W | 31.52'
L13 | S 29°44'10" E | 65.42'
L14 | S 56°20'11" W | 45.99'
L15 | N 80°46'41" W | 45.36'
L16 | N 56°20'11" E | 17.00'
L17 | S 69°13'19" W | 18.10'
L18 | S 80°46'41" E | 30.00'
L19 | S 09°12'26" W | 15.01'
L20 | S 09°13'19" W | 5.82'
L21 | N 71°14'26" W | 7.85'
0 5 10 20
SCALE: 1" = 10' (24"x36")
SCALE: 1" = 20' (11"x17")
SEE SHEET 1 OF 2 FOR SURVEY INFORMATION
REVISIONS
NO. | BY | DESCRIPTION | DATE | BY | DESCRIPTION | DATE | BY | DESCRIPTION
USA ENGINEERING
2810 Cypress Ridge Boulevard Suite 110 Wesley Chapel, Florida 33544
O: (813) 994-0305 www.usa-engineering.com
BOUNDARY SURVEY
PREPARED FOR
AT&T
COCOA COMMONS FA14386094
A PORTION OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA
DRAWN: JMM
FIELD DATE: OCTOBER 15,2015
FIELD BOOK: 2489
SCALE: 1" = 10'
PROJECT NO.: 15-1-5
FILE NAME: COCOA COMMONS SHEET 2.DWG
SHEET: 2 OF 3

LEGAL DESCRIPTION
(AS PROVIDED BY CLIENT)

AT&T MOBILITY
LEASE PARCEL
COCOA COMMONS FA No.14386094

A PORTION OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 36 EAST, OFFICIAL RECORDS BOOK 1565, PAGE 246 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 7, COLLEGE GREEN ESTATES, UNIT 1, AS RECORDED IN PLAT BOOK 19, PAGE 66 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE SOUTH 20°43'12" WEST, A DISTANCE OF 105.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 33°39'49" EAST,A DISTANCE OF 20.00 FEET; THENCE SOUTH 09°13'19" WEST, A DISTANCE OF 19.54 FEET; THENCE NORTH 36°40 10' WEST, A DISTANCE OF 34.36 FEET; THENCE NORTH 56°20'11' EAST, A DISTANCE OF 15.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0090 ACRES OR 392 SQUARE FEET, MORE OR LESS

LEGAL DESCRIPTIONS
(AS PROVIDED BY CLIENT)

PARENT TRACT

A PORTION OF SECTION 19, TOWNSHIP 24, SOUTH, RANGE 36 EAST, BEING MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 1565, PAGE 245 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

EXISTING 765 SQUARE FEET LEASE AREA

LYING WITHIN THE FOLLOWING DESCRIBED PARENT TRACT:

A PORTION OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BEING MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 1565, PAGE 245 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF 765 SQUARE FEET AREA, SAID POINT OF BEGINNING IS FURTHER REFERENCED AS FOLLOWS:

1. THE SOUTHWEST CORNER OF AN EXISTING HEAD WALL LIES N 89°32 18' W, 92.06 FEET FROM SAID POINT OF BEGINNING.
2. A 2" IRON PIPE, LOCATED AT THE MONUMENTED NORTHEAST CORNER OF LOT 1, BLOCK 7, COLLEGE GREEN ESTATES, UNIT 1, AS RECORDED IN PLAT BOOK 19, PAGE 66 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, COINCIDENT WITH THE SOUTHERLY RIGHT OF WAY LINE OF MICHIGAN AVENUE (A 100 FEET RIGHT OF WAY) LIES N 05°29'41' E, 247.27 FEET FROM SAID POINT OF BEGINNING.
3. THE SOUTHWESTERLY CORNER OF AN EXISTING FIRE STATION LIES N 06°33 30' E 135.25 FEET FROM SAID PONT OF BEGINNING.

THENCE, LEAVING SAID SOUTHEAST CORNER AND SAID POINT OF BEGINNING, RUN N 80°48'41' W, 42.46 FEET; THENCE RUN N 09°13 19' E, 19.54 FEET; THENCE RUN N 56°20'11' E, 17.00 FEET; THENCE RUN S 09°13 19' W, 16.10 FEET; THENCE RUN S 80°48'41' E, 29.00 FEET; THENCE RUN S 09°13'19' W, 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.02 ACRES MORE OR LESS.

20.00 FEET WIDE ACCESS EASEMENT

LYING WITHIN THE FOLLOWING DESCRIBED PARENT TRACT:

A PORTION OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BEING MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 1565, PAGE 245 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LYING 10.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCE AT 1/2" IRON ROD (L4596), BEING THE SOUTHEAST CORNER OF 765 FEET AREA, SAID POINT OF COMMENCEMENT IS FURTHER REFERENCED AS FOLLOWS:

1. THE SOUTHWEST CORNER OF AN EXISTING HEAD WALL LIES N 89°32 18' W, 92.06 FEET FROM SAID POINT OF BEGINNING.
2. A 2" IRON PIPE, LOCATED AT THE MONUMENTED NORTHEAST CORNER OF LOT 1, BLOCK 7, COLLEGE GREEN ESTATES, UNIT 1, AS RECORDED IN PLAT BOOK 19, PAGE 66 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, COINCIDENT WITH THE SOUTHERLY RIGHT OF WAY LINE OF MICHIGAN AVENUE (A 100 FEET RIGHT OF WAY) LIES N 05°29'41' E, 247.27 FEET FROM SAID POINT OF BEGINNING.
3. THE SOUTHWESTERLY CORNER OF AN EXISTING FIRE STATION LIES N 06°33 30' E 135.25 FEET FROM SAID PONT OF BEGINNING.

THENCE, LEAVING SAID SOUTHEAST CORNER OF SAID POINT OF COMMENCEMENT, RUN N 80°48'41' W, 42.46 FEET; THENCE RUN N 09°13'19' E, 19.54 FEET; THENCE RUN N 33°39'49' E, 10.00 FEET TO POINT OF BEGINNING; THENCE RUN N 56°20'11' E, 54.54 FEET; THENCE RUN N 86°09'09' E, 80.15 FEET; THENCE RUN N 48°22'36' E, 99.55; THENCE RUN N 10°39 18' E, 129.57 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MICHIGAN AVENUE AND THE POINT OF TERMINATION. THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR PROLONGED TO MEET AT THE ANGLE POINTS OF PROJECT BOUNDARIES.

10.00 FEET WIDE UTILITY EASEMENT

LYING WITHIN THE FOLLOWING DESCRIBED PARENT TRACT:

A PORTION OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BEING MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 1565, PAGE 246 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LYING 5.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT 1/2" IRON ROD (L4596), BEING THE SOUTHEAST CORNER OF 765 FEET AREA. SAID POINT OF COMMENCEMENT IS FURTHER REFERENCED AS FOLLOWS:

1. THE SOUTHWEST CORNER OF AN EXISTING HEAD WALL LIES N 89°32'18' W, 92.06 FEET FROM SAID POINT OF BEGINNING.
2. A 2" IRON PIPE, LOCATED AT THE MONUMENTED NORTHEAST CORNER OF LOT 1, BLOCK 7, COLLEGE GREEN ESTATES, UNIT 1, AS RECORDED IN PLAT BOOK 19, PAGE 66 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, COINCIDENT WITH THE SOUTHERLY RIGHT OF WAY LINE OF MICHIGAN AVENUE (A 100 FEET RIGHT OF WAY) LIES N 05°29 41' E, 247.27 FEET FROM SAID POINT OF BEGINNING.
3. THE SOUTHWESTERLY CORNER OF AN EXISTING FIRE STATION LIES N 06°33'30" E 135.25 FEET FROM SAID PONT OF BEGINNING.

THENCE, LEAVING SAID SOUTHEAST CORNER OF SAID POINT OF COMMENCEMENT, RUN N 80 46 41" W, 42.46 FEET; THENCE RUN N 09°13'19' E, 19.54 FEET; THENCE RUN N 56°20 11" E, 17.00 FEET; THENCE RUN S 09°13 19' W, 6.82 FEET TO THE POINT OF BEGINNING; THENCE RUN N 56°20 11' E, 45.26 FEET; THENCE RUN N 29°44 10" W, 55.42 FEET; THENCE RUN N 23°23 04' E, 31.52 FEET TO THE POINT TO BE FURTHER KNOWN AS 'POINT A'; THENCE RUN N 70°55 10' W, 12.54 FEET, THENCE RETURN TO 'POINT A"; THENCE RUN N 19°04'50' E, 111.71 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MICHIGAN AVENUE AND THE POINT OF TERMINATION. THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR PROLONGED TO MEET AT ANGLE POINTS AND PROJECT BOUNDARIES.

REVISIONS								
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

USA ENGINEERING
2815 Cypress Ridge Boulevard Suite 110 Wesley Chapel, Florida 33544
O: (813) 994-1305 www.usa-engineering.com

BOUNDARY SURVEY
PREPARED FOR
AT&T
COCOA COMMONS FA14386094
A PORTION OF SECTION 18, TOWNSHIP 24 SOUTH, RANGE 36 EAST
BREVARD COUNTY, FLORIDA

DRAWN	J. GARCIA
FIELD DATE	OCTOBER 15,2015
FILE BOOK	PAGE
SCALE	1" = 50'
PROJECT NO.	0176
FILE NAME	COCOA COMMONS B-PPT S.DWG
SHEET	S-01 S

EXHIBIT "C"
Page 1 of 2

20.00 FEET WIDE ACCESS EASEMENT

LYING WITHIN THE FOLLOWING DESCRIBED PARENT TRACT:

A PORTION OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BEING MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 1565, PAGE 246 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LYING 10.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE: COMMENCE AT 1/2" IRON ROD (L4596), BEING THE SOUTHEAST CORNER OF 765 FEET AREA, SAID POINT OF COMMENCEMENT IS FURTHER REFERENCED AS FOLLOWS:

1. THE SOUTHWEST CORNER OF AN EXISTING HEAD WALL LIES N 89°32'18" W, 92.06 FEET FROM SAID POINT OF BEGINNING.

2. A 2" IRON PIPE, LOCATED AT THE MONUMENTED NORTHEAST CORNER OF LOT 1, BLOCK 7, COLLEGE GREEN ESTATES, UNIT 1, AS RECORDED IN PLAT BOOK 19, PAGE 66 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, COINCIDENT WITH THE SOUTHERLY RIGHT OF WAY LINE OF MICHIGAN AVENUE (A 100 FEET RIGHT OF WAY) LIES N 05°29'41" E, 247.27 FEET FROM SAID POINT OF BEGINNING.

3. THE SOUTHWESTERLY CORNER OF AN EXISTING FIRE STATION LIES N 06°33'30" E 135.25 FEET FROM SAID PONT OF BEGINNING.

THENCE, LEAVING SAID SOUTHEAST CORNER OF SAID POINT OF COMMENCEMENT, RUN N 80°46'41" W, 42.46 FEET; THENCE RUN N 09°13'19" E, 19.54 FEET; THENCE RUN N 33°39'49" E, 10.00 FEET TO POINT OF BEGINNING: THENCE RUN N 56°20'11" E, 54.54 FEET; THENCE RUN N 86°05'59" E, 80.15 FEET; THENCE RUN N 48°22'36" E, 39.55; THENCE RUN N 10°39'13" E, 129.57 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF MICHIGAN AVENUE AND THE POINT OF TERMINATION. THE SIDELINES OF SAID EASEMENT ARE TO BE SHORTENED OR PROLONGED TO MEET AT THE ANGLE POINTS OF PROJECT BOUNDARIES.

10.00 FEET WIDE UTILITY EASEMENT

LYING WITHIN THE FOLLOWING DESCRIBED PARENT TRACT:

A PORTION OF SECTION 19, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BEING MORE PARTICULARLY DESCRIBED IN OFFICIAL RECORDS BOOK 1565, PAGE 246 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LYING 5.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT 1/2" IRON ROD (L4596), BEING THE SOUTHEAST CORNER OF 765 FEET AREA, SAID POINT OF COMMENCEMENT IS FURTHER REFERENCED AS FOLLOWS:

1. THE SOUTHWEST CORNER OF AN EXISTING HEAD WALL LIES N 89°32'18" W, 92.06 FEET FROM SAID POINT OF BEGINNING.

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Legislation Details (With Text)

File #:	21-595	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	8/28/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Approval of Multi-Year Piggyback Agreement with Milestone Professional Services, Inc. for Accounting Services for Annual Financial Report (AFR) Preparation. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PARTIALLY EXECUTED Standard Form for Piggyback Contract No RFP 0221-0707.pdf Casselberry RFP-2021-0707 Milestone Professional Services Inc. Executed Agreement 7.26.21.pdf Casselberry RFP-2021-0707 Accounting Services 4.21.21.pdf E-Verify MOU 2020.pdf RFP-2021-0707 Milestone Professional Services Inc. Executed Agreement 7.26.21.pdf SIGNED E-verify aff.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 28, 2021
Agenda Date: September 14, 2021
Prepared By: Rebecca Bowman, Finance Director
Through: Stockton Whitten, City Manager
Requested Action:
Approval of Multi-Year Piggyback Agreement with Milestone Professional Services, Inc. for Accounting Services for Annual Financial Report (AFR) Preparation.

BACKGROUND:

Staff is requesting approval for a multi-year piggyback off of the City of Casselberry RFP-2021-0707 with Milestone Professional Services (MPS) for Accounting Services/miscellaneous consulting services for the period of 9/1/21 to 8/31/26 for assistance with debt compliance, financial reporting and other accounting issues. The City must prepare a Comprehensive Annual Financial Report (CAFR) each fiscal year. The preparation of the AFR requires completion of many tasks and detailed knowledge of GASB pronouncements, generally accepted accounting principles and financial statement preparation, in addition to familiarity with the financial statement preparation software. Assistance with completion of complex journal entries, advisory services and financial statement preparation ensures accurately presented financial statements. Additional services, if needed, will be billed on an hourly basis at the rates listed below.

The costs for each year of this multi-year contract will be included in the Adopted Budget for each

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applicable fiscal year. The costs will be coded to General Operations Professional Services account #001-1600-513.31-00.

STRATEGIC PLAN CONNECTION:

Goal 3: Continuously increase organization efficiency and effectiveness.

BUDGETARY IMPACT:

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

Budgetary Impact by Fiscal Year:

FY22	$22,500
FY23	$23,400
FY24	$23,400
FY25	$24,300
FY26	$24,300

Additional Services as needed: $60/hr for staff; $130/hr for executive time

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approval of Multi-Year Piggyback Agreement with Milestone Professional Services, Inc. for Accounting Services for Annual Financial Report (AFR) Preparation.

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Milestone Professional Services Inc.,1970 East Osceola Parkway, #350, Kissimmee, FL 34743 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

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 City of Casselberry – Casselberry, FL 32707, said contract being identified as: Accounting Services, CONTRACT No. RFP-2021-0707 (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: The CONTRACTOR shall furnish all necessary labor, materials, and equipment to complete the services set forth in Exhibit "A" (Original Contract) which is attached hereto and incorporated herein. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto.

1. 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.

2. 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:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Milestone Professional Services, Inc. The term of said agreement shall be for the period effective date of 09/01/2021 through 08/31/2026.

The City of Cocoa intends to utilize said agreement for FY21 – FY26 and shall not exceed the budgeted amount stated in the below pricing schedule, any change orders to this amount must be approved by City Manager.

RFP-2021-0707 Accounting Services		
Price Proposal Form - Lump Sum		
Item	**Description**	**Lump Sum Fee**
1	ACFR FY 2021 (10/1/2020 - 9/30/2021)	$22,500.00
2	ACFR FY 2022 (10/1/2021 - 9/30/2022)	$23,400.00
3	ACFR FY 2023 (10/1/2022 - 9/30/2023)	$23,400.00
4	ACFR FY 2024 (10/1/2023 - 9/30/2024)	$24,300.00
5	ACFR FY 2025 (10/1/2024 - 9/30/2025)	$24,300.00
	Total RFP Price Submitted:	**$117,900.00**
6	Hourly Rate for Additional Work - Staff*	$60.00
7	Hourly Rate for Additional Work - Executive*	$130.00
*Information purposes ony - not part of the Evaluation Critera.		

a. Insurance Requirements (As Applicable):

Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

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

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.

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.

a. Any other provisions that will be modified:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B)** in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

VENDOR:

Milestone Professional Services, Inc.
Attn: Donna Collins, President/Director
1970 E. Osceola Parkway, Suite 350
Kissimmee, FL 34743
Phone: (352) 408-4949
Email: donna@milestoneeps.com

Milestone Professional Services Inc.

Entered this _____ day of _____

Donna Collins/President

(Print Name / Title)

Don Coll

(Signature)

8/12/21

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(Stockton Whitten, City Manager)

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: _____

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2021-0707 ACCOUNTING SERVICES

AGREEMENT

THIS Agreement is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and Milestone Professional Services, Inc., 1970 East Osceola Parkway, #350, Kissimmee, Florida 34743 hereinafter referred to as the "CONTRACTOR".

WITTNESSETH:

WHEREAS, the CITY has competitively solicited for Accounting Services, pursuant to RFP-2021-0707 which is included by reference and incorporated herein; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1 TERM

The term of this Agreement shall begin on September 1, 2021, and continue through August 31, 2026.

SECTION 2 SCOPE OF SERVICES

The CONTRACTOR shall furnish all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto.

SECTION 3 OBLIGATIONS OF THE CONTRACTOR

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, that are necessary to fully complete and deliver the services requested by the CITY. The CONTRACTOR shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR shall ensure that all of its employees, agents, sub-contractors, representatives, volunteers, associates, fully comply with all of the terms and conditions set herein, when providing services to and for the CITY in accordance herewith.

C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

D. The CONTRACTOR shall maintain an adequate and competent staff and remain authorized to do business within the State of Florida.

SECTION 4 INVOICES

A. The Contractor shall submit one invoice for work completed to the City's Finance Department at Attn: Accounts Payable, City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida 32707 or ap@casselberry.org.

B. Invoices shall include the Project Number, Purchase Order Number and a detailed description of tasks completed with man-hours, equipment, and materials expended during the project.

C. The City's Project Manager will review each invoice for satisfactory completion of work.

D. If an invoice is not acceptable, the City's Project Manager shall, within ten (10) calendar days after receipt and prior to acceptance and processing, provide a clear statement regarding any portions of the invoice that are unacceptable. The burden for payment justification shall be on the Contractor. The City agrees to process all acceptable portions of the invoice in accordance with the Florida Local Government Prompt Payment Act.

SECTION 5 COMPENSATION

A. The CONTRACTOR agrees that the amount to be paid under this Agreement for services rendered will not exceed One Hundred Seventeen Thousand Nine Hundred and 00/100 Dollars ($117,900.00) for the term of this Agreement, in accordance with the price proposal set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.

B. It is acknowledged and agreed that this amount is the maximum payable and constitutes a limitation upon the City's obligation to compensate CONTRACTOR for all services rendered.

C. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

D. In conjunction with the agreement, a purchase order will be established by the City prior to the start of any project, service, or work by the Contractor.

E. Services to be performed in accordance with this Agreement are subject to the fiscal year appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6 WARRANTY

CONTRACTOR warrants that the Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of ninety days (90) from the completion of the applicable Services (the "Warranty Period"). If during the Warranty Period, the Contractor receives written notice from City of breach of warranty. The CONTRACTOR will, at its sole expense, promptly re-perform any Services that fail to meet this limited warranty or refund to the CITY the fees paid for the non-conforming Services at the CITY's option.

SECTION 7 APPLICABLE LICENSING

The CONTRACTOR, at its sole expense, shall obtain and maintain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 8 STANDARD OF CARE

The CONTRACTOR represents that all personnel employed or subcontracted, possess all necessary training, experience, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. By executing this Agreement, the CONTRACTOR agrees to perform the services requested in an efficient manner, consistent with the CITY's stated Scope of Services and industry standards.

SECTION 9 TERMINATION FOR CONVENIENCE

The CITY may at any time give thirty (30) days written notice to the CONTRACTOR of the termination of this Agreement, in whole or in part, for the CITY's convenience without cause.

SECTION 10 DEFAULT BY CONTRACTOR AND CITY'S REMEDIES

In the event of a default by CONTRACTOR, the CITY shall have the right to exercise any remedy the CITY may have by operation of law, without limitation, and without any further demand or notice.

SECTION 11 BANKRUPTCY OR INSOLVENCY

If the CONTRACTOR files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR's operations, the CITY may terminate this Agreement immediately notwithstanding the notice requirements as provided herein.

SECTION 12 PAYMENT WHEN SERVICES ARE TERMINATED

A. In the event of termination of this Agreement by the CITY for convenience, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY the determination of which is at the CITY's sole discretion. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR. A final accounting of all monies owed or due will be completed upon termination and any actions necessary to ensure proper payment under this Agreement shall be processed accordingly by both parties.

SECTION 13 INSURANCE

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any One Person)	$ 10,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$1,000,000.00
e) Products – Comp/OP AGG	$1,000,000.00
Automobile Liability	$1,000,000.00
Worker's Compensation	$ 500,000.00
Professional Liability	$1,000,000.00
(Errors and Omissions)	$2,000,000.00

WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than $500,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the CITY in the event of litigation against same.

B. The CONTRACTOR shall name the "City of Casselberry" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the CITY with proof of same.

C. The CONTRACTOR shall provide the CITY's Human Resources/Risk Management Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR;
2. The specified job by name and job number;
3. The name of the insurer;
4. The number of the policy;
5. The effective date;
6. The termination date;
7. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellations of the policy.
8. The Certificate Holders Box must read as follows:

   City of Casselberry
   95 Triplet Lake Drive
   Casselberry, Florida 32707

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

SECTION 14 CITY OBLIGATIONS

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, pertinent information known and readily available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 15 PUBLIC RECORDS

A. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the CONTRACTOR is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

1. Keep and maintain all public records required by the CITY to perform the services herein; and
2. Upon request from the CITY's custodian of public records, provide the CITY 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; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY; and
4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format compatible with the information technology systems of the CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to the CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to the CITY. A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the CONTRACTOR's failure to comply with these requirements.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,

CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.

SECTION 16 RIGHT TO INSPECTION

A. The CITY or its affiliates shall at all times have the right to review or observe the services performed by the CONTRACTOR.

B. No inspection, review, or observation shall relieve the CONTRACTOR of its responsibilities under this Agreement.

SECTION 17 PROHIBITION AGAINST CONTINGENT FEES

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

SECTION 18 CORPORATE REPRESENTATIONS BY THE CONTRACTOR

The CONTRACTOR hereby represents and warrants to the CITY the following:

A. The CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified, licensed and authorized to carry on the functions and operations set forth in this Agreement. The CONTRACTOR agrees to provide a copy of all said licenses to the CITY prior to the execution of this Agreement.

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

SECTION 19 INDEPENDENT CONTRACTOR

The CONTRACTOR and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The CONTRACTOR shall not be an agent of the CITY, except as may be otherwise expressly provided herein, and only to the extent so provided. The CONTRACTOR's employees and sub-consultant employees are not, and while performing any of the Services, they shall not be deemed to be, employees of the CITY.

SECTION 20 RELATIONSHIP OF PARTIES

The relationship of the Parties under this Agreement is that of independent parties; each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership or joint venture relationship of principal and agent is established or intended hereby between or among the Parties.

SECTION 21 THIRD-PARTY BENEFICIARIES

The provisions of this Agreement are for the exclusive benefit of the parties and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided.

SECTION 22 FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, hurricanes, or pandemics; (c) war, invasion, terrorist acts, or riot; (d) government order or law; (e) actions, embargoes, or blockades; (f) national or regional emergency; and (g) other events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 15 days of the Force Majeure Event to the other party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it, the other party may thereafter terminate this Agreement upon 10 days' written notice.

SECTION 23 TIME IS OF THE ESSENCE

Time is of the essence in this Agreement as to all dates and time periods, specifically, the obligations in the Scope of Services. To the extent that the last day of any time period stipulated in this Agreement falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. The term "business days" means days other than Saturdays, Sundays or legal holidays.

SECTION 24 FURTHER ASSURANCES

Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

SECTION 25 COMPLIANCE WITH ALL LAWS

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 26 INDEMNITY

The CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of the CITY's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees or subcontractors in performance or non-performance of its

obligations under the Agreement. The CONTRACTOR 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 clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this article of the Agreement. The CITY will be permitted to choose legal counsel of its choice. The CONTRACTOR shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

SECTION 27 INDEMNIFICATION FOR COPYRIGHT INFRINGEMENT

The CONTRACTOR guarantees that all services performed under this Agreement will be free from claims of patent, copyright or trademark infringement. The CONTRACTOR shall defend, indemnify and hold the CITY and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the CONTRACTOR of any third-party patent, copyright or trademark or (ii) misappropriation by the CONTRACTOR of any third-party trade secret in connection with any of the foregoing.

SECTION 28 SOVEREIGN IMMUNITY

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

SECTION 29 COURT ACTIONS/CHOICE OF LAW

Except as expressly prohibited by law:

A. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida in Orlando; except that any final judgment may be enforced in other jurisdictions in any manner provided by law; and

B. The laws of the State of Florida shall govern this Agreement and the Agreement will be interpreted according to the laws of Florida.

SECTION 30 OPEN

SECTION 31 BINDING EFFECT

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 32 ASSIGNMENT

Except as prohibited by applicable law, neither party shall assign any or all of its benefits or executory obligations under this Agreement without the approval of the other party, except in case of assignment solely for security,

except as otherwise specifically provided for in this Agreement in case of default.

SECTION 33 AGREEMENT USE BY OTHER GOVERNMENTAL AGENCIES

The CONTRACTOR hereby understands and agrees that this Agreement may be used by other governmental agencies within the State of Florida, under the same terms, conditions, price, and for the same effective period. Each governmental agency desiring to accept this Agreement, and make an award thereof, shall do so independently of the CITY and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of this Agreement. This Agreement in no way restricts or interferes with the right of the CITY or any governmental agency to competitively procure any or all items.

SECTION 34 SEVERABILITY

In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may choose, at its option, to terminate this Agreement in its entirety.

SECTION 35 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

SECTION 36 NOTICES

Whenever any notice, demand, or request is required pursuant to this Agreement, the notice, demand, or request will be sent by United States Mail, registered or certified; by hand delivery; or by overnight delivery, postage prepaid, to the following address of record.

Owner's Representative	City Project Representative
Attention: Procurement Manager	Donna Collins, President/Director
City of Casselberry	Milestone Professional Services, Inc.
95 Triplet Lake Drive	1970 E. Osceola Parkway, Suite 350
Casselberry, Florida 32707	Kissimmee, Florida 34743

Any notice, demand, or request served on any of the Parties in the previous manner will be deemed sufficiently given for all purposes under this Agreement on the day the notices, demands, or requests are posted, postage prepaid, in the United States Mail; however, the time for response to any notice, demand, or request will commence three days after the posting or on actual receipt, whichever is earlier. Any Party will have the right to designate, from time to time by written notice to the other Parties, any other persons or other places in the United States that such Party may desire written notices to be delivered to.

SECTION 37 PROJECT REPRESENTATIVES

The CITY and the CONTRACTOR have identified individuals as Project Representatives, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the CITY. If the CITY or the CONTRACTOR replace their current Project Representative with another individual, an amendment to this Agreement shall not be required. The CITY will notify the CONTRACTOR, in writing, if the current CITY Project Representative is replaced by another individual.

City's Project Manager	Contractor's Project Representative
Carol Conroy	Donna Collins
Finance Director	President/Director
City of Casselberry	Milestone Professional Services, Inc.
95 Triplet Lake Drive	1970 E. Osceola Parkway, Suite 350
Casselberry, Florida 32707	Kissimmee, Florida 34743
Telephone: (407) 262-7700, Ext. 1131	Telephone: (352) 408-4949
Email: cconroy@casselberry.org	Email: donna@milestoneeps.com

SECTION 38 CONFLICT OF INTEREST

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 35 hereof.

SECTION 39 PUBLIC ENTITY CRIMES

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 40 EQUAL OPPORTUNITY EMPLOYER

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 41 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with Florida Statute Chapter 448.095, A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System. The City shall not enter into, or renew, a contract with a contractor that is not enrolled in E-Verify. Any contractor that has a contract with the City shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The City may verify the contractor's participation in the E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website.

Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section of, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment. E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 42 PUBLIC EMERGENCIES

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Casselberry shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Casselberry are protected from any emergency situation that threatens public health and safety as determined by the CITY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. The CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the CITY with products and/or services not under this Agreement, the CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SECTION 43 HEADINGS

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 44 ADMINISTRATIVE PROVISIONS

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 45 OPEN

SECTION 46 INTEGRATION/AMENDMENT

This Agreement represents the entire and integrated agreement between the CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instruments signed by both the CITY and the CONTRACTOR. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest fully executed instrument shall take precedence.

SECTION 47 COUNTERPARTS

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

SECTION 48 SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE

This Agreement may be terminated by the CITY, without penalty to the CITY:

A. In the event that the CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135 and 215.4725, Florida Statutes, or

B. If the CITY determines that the CONTRACTOR falsely certified to the CITY that the CONTRACTOR is not listed as a scrutinized company.

C. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

SIGNATURE PAGE TO FOLLOW

RFP-2021-0707 ACCOUNTING SERVICES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 26th day of July, AD 2021.

CITY OF CASSELBERRY, FLORIDA

By: _____

David Henson
Mayor/Commissioner

Attest:
CITY OF CASSELBERRY

By: Donna G. Gardner
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City Commission meeting of:
7/26/21

MILESTONE PROFESSIONAL SERVICES, INC.

By: Donna Collins

Print: Donna Collins

Title: President / Director

For an individual acting in his or her own right:

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6th day of July, 2021 by Donna Collins, who is personally known to me or who has produced FLDL as identification.

BJB

[Notary Seal]

Notary Public _____
Bryan Bowerman
Name typed, printed or stamped
My Commission Expires: 10/07/2024

Bryan J Bowerman
Notary Public
State of Florida
My Commission Expires 10/07/2024
Commission No. HH 112490

RFP-2021-0707 ACCOUNTING SERVICES

Exhibit "A"

Scope of Work

A. Description of City Structure.

1. Form of Government.

   The City operates under a Commission/Manager form of government and provides the following services to its residents:

   a. Police;
   b. Construction and maintenance of streets, bridges, sidewalks, storm drainage, public parks, community, and recreational facilities;
   c. City planning, zoning, subdivision and building code regulation, and enforcement;
   d. Supervised recreation programs;
   e. Redevelopment of declining commercial and residential areas;
   f. Water, sewer, and reclaimed water services;
   g. Residential solid waste collection services; and
   h. Municipal golf course.

2. Fiscal Year Definition.

   The City's fiscal year commences on October 1st and ends on September 30th.

   Fund Structure.

Fund Type	Number of Individual Funds	Budget – FY 2021
General Fund	1	$19,709,134
Enterprise Funds	4	$30,905,854
Special Revenue Funds	14	$8,544,515
Capital Projects Funds	3	$22,200,073
Debt Service Funds	1	$1,336,124

   NOTE: Other funds and/or component units to be audited may be added throughout the term of the awarded agreement.

3. Component Units.

   The Community Redevelopment Agency (CRA) is an incremental tax district created by City Ordinance pursuant to Florida Statutes Section 163.356. The City Commission serves as the CRA Board. The City Commission approves the budget and expenditures. The City performs the accounting functions for the CRA. The CRA is a blended component of the City classified as major fund.

4. Pension Plans.

   The City of Casselberry maintains a defined benefit retirement system which is a combined plan for Police Officers and Firefighters. The Police/Fire plan is administered by a separate Board of Trustees. The City is responsible for funding liabilities based upon actuarial valuations. General employees participate in a defined contribution plan.

Note: The City's various financial reports are accessible and available from the City's website at: http://www.casselberry.org/434/Comprehensive-Annual-Financial-Report

5. Basis of Accounting.

   a. All Governmental funds are accounted for using the modified accrual basis of accounting.

   b. All Proprietary and Pension Trust funds are accounted for using the accrual basis of accounting.

   c. The City last had a Schedule of Expenditures of Federal Awards for the year ended September 30, 2019. The City's grant volume is inconsistent from year to year and more often than not, the City does not have a Schedule of Expenditures of Federal Awards or Schedule of Expenditures of State Awards. However, should the City experience or incur activity for any of the items outlined herein, the successful proposer shall provide and include the necessary work to include such activity as part of the annual audit.

6. Computer System.

   The City financial application software is the Naviline® platform provided by Central Square Technologies.

B. Scope of Services Minimum Requirements.

The City of Casselberry is seeking a qualified successful proposer to provide services for the preparation and compilation of the City's Annual Comprehensive Financial Report (ACFR) for fiscal years 2021, 2022, 2023, 2024 and 2025; including the basic financial statements, required supplemental information, and notes to the financial statements.

1. The successful proposer will also assist with the preparation of financial statements; including Management Discussion and & Analysis (MD&A) and statistical section and utilizing the ACFR preparation software.
2. The successful proposer will provide journal entries necessary for compliance with Other Post-Employment Benefits (OPEB) GASB 75 and Pension GASB 67 and 68.
3. The successful proposer will assist with audit questions that directly impact the ACFR.
4. The successful proposer will develop a list of required information for the preparation of the ACFR.
5. The successful proposer will ensure the ACFR is prepared in compliance with generally accepted accounting principles (GAAP) for state and local governments and conforms to applicable Government Accounting Standard Board (GASB) pronouncements.
6. The successful proposer will ensure that all requirements for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting are met.
7. The successful proposer will assist the City by providing ACFR implementation and/or support services as needed.
8. The successful proposer will also advise and/or assist the City with the implementation of new GASBs.
9. The successful proposer will work with City staff to adhere to the established audit schedule.

C. Additional Consulting Services.

In addition to the financial services as outlined herein, the City may request that the successful proposer provide additional consulting services outside the performance of the accounting services. The successful proposer will provide an hourly rate for services to be performed outside of Section 2 Scope of Services Minimum Requirements.

D. The Contractor's General Work Plan.

1. The successful proposer will work with the City and the City's auditors to determine the timing of the initial upload of the general ledger and to agree on a timeline for deliverables for each fiscal year. This initial task will also include a discussion with designated City staff to identify any assistance needed with new GASB standards and their application.

2. Actual preparation of the ACFR begins with an upload of the trial balance into the ACFR preparation software mapping to their respective financial statement line. When applicable, new accounts will need to be mapped to the correct account line for both fund level and entity wide statements. The ACFR preparation software entity-wide conversion worksheet tool will be used to input the current year reconciling amounts to arrive to the correct amounts for the entity-wide financial statements. Cash flow statements and the reconciliation statements will be developed independent of the ACFR preparation software, and input via the document editor process.

3. Footnote preparation is done with the successful proposer's assistance. Mapping within the footnotes, statistical section and MD&A will be done by the successful proposer. Updating the footnotes, statistical section, MD&A and the entire introductory section into the ACFR preparation software will be performed by designated City staff. Once these sections are completed, the successful proposer will begin a technical review of the entire document for completeness and alignment with the GFOA Certificate program requirements.

4. The City will also review the ACFR with the City's auditors. Any review comments and suggestions will be discussed with designated City staff and applicable changes made.

E. General Project Schedule.

Month	Task
July or August	Review of ACFR preparation software to determine initial timeline for preliminary general ledger upload.
September	Discussion with City staff and City's auditors to develop timeline for deliverables and any needed technical assistance for new GASB standards.
September – March	Provide needed technical assistance regarding new accounting standards.
December	Prepare a list of items needed for year-end ACFR preparation.
December	Assist the City with mapping of new accounts as needed in ACFR preparation software.
December	Provide City staff with journal entries necessary for compliance with OPEB GASB 75 and Pension GASB 67 - 68
December	Review of fund level statements created by ACFR preparation software for any unmapped accounts or format issues that need to be addressed. Work with ACFR preparation software to address and correct any issues.
December – January	Map data in footnotes. Review and communicate any noted errors or needed corrections to designated City staff. Review revised schedules as deemed necessary.
January	Update entity wide conversion workbook; provide workbook to City staff; determine journal entries that should roll in to the next fiscal year and input amounts to create entity wide statements within the ACFR preparation software.
January	Update mapping of data in statistical section tables within the ACFR preparation software schedules 1 through 4.
January	Map data in MD&A. Once staff has completed MD&A, provide a complete review. Communicate any needed changes.
January-February	Perform a technical review of ACFR for compliance with the requirements of the GFOA Certificate program. Make needed changes.
January-February	Along with the assistance of designated City staff, address any review comments.

RFP-2021-0707 ACCOUNTING SERVICES

Exhibit "B"
Pricing Schedule

RFP-2021-0707 Accounting Services		
Price Proposal Form - Lump Sum		
Item	**Description**	**Lump Sum Fee**
1	ACFR FY 2021 (10/1/2020 - 9/30/2021)	$22,500.00
2	ACFR FY 2022 (10/1/2021 - 9/30/2022)	$23,400.00
3	ACFR FY 2023 (10/1/2022 - 9/30/2023)	$23,400.00
4	ACFR FY 2024 (10/1/2023 - 9/30/2024)	$24,300.00
5	ACFR FY 2025 (10/1/2024 - 9/30/2025)	$24,300.00
	Total RFP Price Submitted:	**$117,900.00**
6	Hourly Rate for Additional Work - Staff*	$60.00
7	Hourly Rate for Additional Work - Executive*	$130.00
*Information purposes ony - not part of the Evaluation Critera.		

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will be abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any on file at the City of Casselberry Procurement and Contract Management Division for the price(s) as set forth herein in the Price Proposal Form. The signatures(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: _Milestone Professional Services, Inc.

Mailing Address: 1970 E. Osceola Pkwy, Suite 350, Kissimmee, Fl 34743

Telephone Number: 352 408-4949 Fax Number: 352 357-7412 E-mail Address: Donna@milestoneps.com

Donna Collins

Authorized Signature | **Donna Collins** (Printed Name) | **FEIN: 57-1238273**

President/Director (Title) | **6/7/21** (Date)

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2021-0707 ACCOUNTING SERVICES

Exhibit "C"
Contractor E-Verify Affidavit

I hereby certify that Milestone Prof Svc does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Memorandum of understanding proof of registration in the E-Verify system is attached to this Affidavit.

Donna Collins

Print Name: Donna Collins

Date: 7/6/21

STATE OF Florida

COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 07/06/2021 by Donna Collins of Milestone Prof. INC., a Florida Corp. corporation, on behalf of the corporation. He/she is personally known to me or has produced FLDL as identification.

[Notary Seal]

Bryan J Bowerman
Notary Public
State of Florida
My Commission Expires 10/07/2024
Commission No. HH 112490

Notary Public

Bryan Bowerman

Name typed, printed or stamped
My Commission Expires: 10/07/2024

Bryan J Bowerman
Notary Public
State of Florida
My Commission Expires 10/07/2024
Commission No. HH 112490

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2021-0707 ACCOUNTING SERVICES

Exhibit "D"
Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Proposer/Contractor Name: Milestone Professional Services Inc.

Mailing Address: 1970 E. Osceola Pkwy Suite 350 Kissimmee Fl 34743

Telephone Number: 352 408-4949 Fax Number: 352 357-7412 E-mail Address: Donna@milstonepps.com

Donna Collins — Donna Collins — FEIN: 57-1238273

Authorized Signatory — Printed Name

President/Director — 7/6/21

Title — Date

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2021-0707 ACCOUNTING SERVICES

Due Date: June 8, 2021 – 2:00 p.m.

To: All Prospective Proposers

From: Rhonda Ulmer, Procurement Manager

Dear Potential Proposer:

The City of Casselberry, Florida, a municipal corporation existing under the laws of the State of Florida, herein after also referred to as the "City", does hereby announce that it is accepting written proposals from all qualified firms or individuals interested in providing the services generally described herein and as specified in the "Scope of Services" of this Request for Proposals (RFP) document. The successful Proposer(s) must demonstrate by qualifications, experience, availability, approach and work plan that will best serve the overall needs of the City.

If you are interested in preparing a response to this RFP, please read the requirements carefully and complete the proposal in the manner as set forth in this RFP document. Your response is considered a binding offer to perform in the manner described in the proposal response and shall remain a firm offer for a period not to exceed one hundred eighty (180) days from public opening. Also please be aware that, under the competitive proposal process, the stipulations set forth herein are fully binding on the Proposer to the extent that you confirm acceptance by your signature on the **Price Proposal and Acceptance of Terms Form,** herein.

All proposals shall be received by the due date and time as indicated herein. Questions regarding this solicitation must be received in writing not later than the date and time as indicated in the Proposal Schedule. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to Vendorlink, LLC, at: https://www.myvendorlink.com/common/default.aspx. It is the responsibility of the Proposer to read the Proposal Schedule for date/time of the Pre-proposal Conference, if applicable.

All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

The City welcomes your response to this RFP document. Proposals should be prepared in accordance with the RFP instructions and will be evaluated by the City as stated in the evaluation section of this document. The City reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. The City may withdraw all or part of this RFP at any time to protect the interests of the City. All Proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification. Thank you for your interest in doing business with the City of Casselberry, Florida.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2021-0707 ACCOUNTING SERVICES

Due Date: June 8, 2021 – 2:00 p.m.

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City of Casselberry | Procurement and Contract Management Division
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REQUEST FOR PROPOSAL (RFP)
RFP-2021-0707 ACCOUNTING SERVICES

Due Date: June 8, 2021 – 2:00 p.m.

SECTION 1 PROJECT OVERVIEW

1.01 INTENT AND PURPOSE

The City is interested in contracting with one (1) qualified firm to provide Accounting Services to assist with the preparation and compilation of the City's Comprehensive Annual Financial Report. Services include basic financial statements, MD&A, required supplemental information, and associated notes to the financial statements. The Firm will be responsible for ensuring that all requirements for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting are met.

1.02 BACKGROUND

The City of Casselberry was incorporated in 1965 and is located at the crossroads where U.S. Highway 17-92 and State Road 436 intersect. Both of these roads are known for the substantial retail and multi-family development. The City is committed to redevelopment activities along U.S. Highway 17-92, including a mix of retail, government, residential and recreational activities.

Located just 20 minutes northeast of downtown Orlando, Casselberry's city government is focused on meeting the needs of businesses looking to relocate and/or entrepreneurs who are seeking the right location to jump-start a new enterprise. One of the fastest growing areas in Metro Orlando, Casselberry is an exciting, thriving community in which to do business.

The City operates under a Commission/Manager form of government and provides a full range of services to include, police, the construction and maintenance of streets, sidewalks, parks, stormwater, wastewater, water and other infrastructure, engineering, planning and community development, code enforcement, general administration and support services, and recreational and cultural events. Additional City information can be found at: https://www.casselberry.org/31/About-Us.

1.03 TERM

It is anticipated an Agreement will be awarded for a period of three (3) years that may be extended at the option of the City for two (2) additional one (1) year terms. Total contract length, including all renewals shall not exceed five (5) years. The City will reserve the right to cancel this agreement at any time with ninety (90) days advance written notice. The decision to renew or extend the contract shall be at the discretion of the City. The City expects to develop a collaborative relationship with the selected proposer for the services.

1.04 MINIMUM REQUIREMENTS

The following mandatory minimum requirements have been established, subject to the City's right to waive minor irregularities. The proposer must provide documentation to demonstrate meeting the minimum qualifications.

1. Demonstrate a minimum of three (3) years of experience working with governmental agencies within the State of Florida; preferable municipalities similar in size as the City.
2. Demonstrate a minimum of sixty (60) Continuing Professional Education (CPE) hours; with a minimum of twenty (20) hours dedicated to governmental accounting within the preceding last two (2)

years.
3. Experience working with Cafr-on-line [now The Reporting Solution (TRS)] Preparation Software.

The proposer shall provide proof of the above minimum qualification by furnishing copies of letters, certificates, etc. (as applicable); which clearly document said qualifications. Failure to provide said documentation with your proposal may be grounds for deeming your proposal unresponsive and removing it from further consideration. This is a non-negotiable item.

A. The Proposer must be in good standing and must not be listed in the System for Award Management (SAM) as an excluded party.
B. Licenses: All licenses required by the Proposer, whose businesses and professions are regulated by the Florida Department of Business and Professional Regulation, must be active and current.
C. **The Contractor shall have been in business for a minimum of five (5) consecutive years or demonstrate with written documentation that they had ownership in a Firm with combined experience of ten (10) years** and maintain an active license to perform similar services as requested in this RFP within the State of Florida. This requirement is based on the solicitation's due date. Provide documentation to demonstrate meeting the minimum requirements with your proposal response, such as the State of Florida Certificate of Status or other written documentation. The Proposer must provide proof that they have held and maintained a current State of Florida Business License for the specified period.
D. If the business headquarters is located **outside of the State of Florida**, they must be licensed to perform services in both their home state and the State of Florida. **The Firm shall have been in business for a minimum of five (5) consecutive years.** This requirement is based on the solicitation's due date. Proposer shall provide documentation to demonstrate meeting this minimum requirement with your proposal response. Documentation may include, but not be limited to, local business tax receipts, corporation documents with date of inception, and certificate of authority. Proof of Certificate of Authority issued through the Department of State, in compliance with Florida Statute 607.1501, is required within ten (10) business days upon notice of intent to award.

Evidence of authority to conduct commercial business in the State of Florida - **Provide Sunbiz report showing your company registered as "Active"**.

Financial Capacity - The Proposer may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five (5) Days of Proposer receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

Failure to provide the appropriate documentation with your proposal may be grounds for deeming your proposal unresponsive and removing it from further consideration.

1.05 RFP SECURITY BOND (Not Applicable)

1.06 PERFORMANCE AND PAYMENT BONDS (Not Applicable)

SECTION 2 PROPOSAL SCHEDULE

The City reserves the right to modify the dates and times of the Proposal Schedule. When the due date must be changed, respondents will be notified via an Addenda.

Tentative Schedule	
Task	**Date**
RFP Released	**Tuesday, May 4, 2021**
Deadline for Questions by Interested Parties	**Thursday, May 13, 2021 – 2:00 p.m.**
Proposal Due Date and Time	**Tuesday, June 8, 2021 – 2:00 p.m.**
Evaluation and Shortlist	**Thursday, June 24, 2021 – 8:30 a.m.**
Informal Interviews if Required	**July 2021**
City Commission Approval of Contract	**July 2021**

SECTION 3 GENERAL INSTRUCTIONS

3.01 REQUESTING THE SOLICITATION DOCUMENT

The RFP documents may be obtained at no charge from: Vendorlink, LL., at https://www.myvendorlink.com/common/default.aspx. Register as a vendor to download the solicitation documents and to receive notifications of Addenda. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Procurement and Contract Management Division at (407) 262-7700, Ext. 1142. Important: The desire of the City to pursue proposals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

3.02 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC System has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

3.03 SOLICITATION DOCUMENTS FROM THIRD PARTY PROVIDERS

The City of Casselberry Procurement and Contract Management Division, its website and service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

3.04 NON-MANDATORY PRE-PROPOSAL CONFERENCE (Not Applicable)

A Pre-proposal Conference will not be held for this solicitation.

3.05 INTERPRETATION AND QUESTIONS

All questions relating to this solicitation document must be in writing and hand-delivered or delivered

electronically through email to the attention Procurement and Contract Management Division that serves as the official point of contact for this solicitation no later than the date and time as set forth in the Proposal Schedule.

Procurement and Contract Management Division
City of Casselberry
95 Triplet Lake Drive, 2nd Floor
Casselberry, Florida 32707
Phone: (407) 262-7700, Ext. 1142
Email: procurement@casselberry.org

A. It is the Proposer's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFP solicitation. Lack of understanding and/or misinterpretation of any portions of this RFP solicitation document shall not be cause for withdrawal of your RFP response after opening or for subsequent protest of award. Proposers must contact the Procurement and Contract Management Division **prior** to proposal opening, should clarification be required.
B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Procurement and Contract Management Division.
C. Any oral communications will not be authoritative and will not be binding on the City.
D. It is the sole responsibility of the Proposer to contact the Procurement and Contract Management Division **prior** to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each proposal.
E. Addenda will be available to all Proposers and will be uploaded to VendorLink, LLC, at https://www.myvendorlink.com/common/default.aspx.

3.06 PREPARATION AND FORMAT

Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Emphasis should concentrate on conformance to the RFP instructions, responsiveness to the requirements, as well as completeness and clarity of content

3.07 PAGE LIMITATION

Proposal packages shall be limited to not more than 50 pages, printed on a single side of paper, with a font no less than twelve (12) point. Note: Required attachments and forms will not be counted in the page limitation.

3.08 COMPLETENESS

Proposals shall contain the information as required in this solicitation. Failure to submit all information as requested may result in a lowered evaluation score of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. Selection dividers with tabs properly labeled with Tab letters to identify each required criteria in Section 4. Include slip sheets indicating the tabs, in place of dividers for electronic submissions.
B. All attachments shall be placed under the appropriate tab for that sub-section.
C. Current Certificates of Insurance; and Local Business Tax Receipt (formerly known as Occupational License), and current year W-9, shall be placed under Tab "E" of your proposal.

3.09 JOINT VENTURES

All Proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Department of Business and Professional Regulations, Construction Industry Licensing Board and/or any other state or local licensing Agency prior to submitting a proposal response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

3.10 CORPORATE STANDING AND AUTHORIZED SIGNATURE

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation, **or**
B. A copy of a resolution listing the members of staff that are authorized signatories for the company, **or**
C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company; **or**
D. A signed Sunbiz Florida Profit Corporation Annual Report.
E. Please include this information under Tab “E” of your proposal.

Failure to sign and witness the Proposer’s signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

3.11 PROPRIETARY INFORMATION

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Proposers should be aware the RFP document and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

B. A generic notation that information is “confidential” is not sufficient. Failure to provide the Procurement and Contract Management Division with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

3.12 PROPOSAL REPRODUCTION

Please submit one (1) proposal electronically through Vendorlink, LLC containing the entire submittal formatted to be read with Microsoft® software products or Adobe® PDF software. The electronic version should include slip sheets indicating the tabs, in place of dividers.

3.13 SUBMISSION OF PROPOSALS AND DELIVERY

A. Proposals shall be received in the City's Procurement and Contract Management Division at or before the date and time as indicated in the Proposal. Proposals received after the stated date and time will not be accepted and will be returned unopened. The City will not be responsible for failure of a Proposer or Proposer's agent to submit responses in a timely manner or for a proposal delivered incorrectly or to the wrong address or location. **Proposal shall be submitted on Vendorlink, LLC.**
B. **Reference Exhibit 3 for instructions regarding Electronic Submissions hereby incorporated into the solicitation.**

3.14 PUBLIC OPENING OF PROPOSALS

The names of the respondents will be posted to Vendorlink, LLC. Only the names of the respondents and verification of bond submittal, if applicable, will be publicly announced. Sealed proposals received by the City pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to public contracting.

3.15 MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by the appropriate duly executed representative at any time prior to the opening of proposals. Proposals may not be withdrawn for a period of one hundred eighty days (180) days after the public opening date.

3.16 OWNERSHIP OF DOCUMENTS

All proposals and documents received as a result of this solicitation shall become the sole property of the City and will not be returned to Proposers. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

A. Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this solicitation and/or awarded agreement as a result of this solicitation process are, and shall remain, the property of the City whether the project for which they are made is executed or not.
B. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the successful Proposer(s) shall be delivered by the successful Proposer(s) to the City at the conclusion of the project or the termination of the successful Proposer(s)' services.

SECTION 4 PROPOSAL RESPONSE AND FORMAT

4.01 FIRM QUALIFICATIONS AND EXPERIENCE – TAB "A"

A. **Executive Summary.** Each Firm must submit an Executive Summary limited to two (2) pages, signed by an authorized representative, that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. Include information on the size of your firm's governmental audit staff and the location of the offices (s) from which each segment of the audit is to be performed. The Executive Summary should also summarize the organization structure and the key elements of the proposal.

B. **Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the project (include names and contact information) and specify which services the individuals will provide to the City. Identify and include qualifications of Project Manager and Account Supervisor. Include a project team organizational chart that includes team members and their project role. Include resumes of key individuals and staff including their location and availability.

C. **Litigation.** Provide a summary of **any** litigation, claim(s), or contract dispute(s) which have been finalized and/or decided by a court of law, which were filed by or against the firm in the past five (5) years. The summary should state the nature of the project, litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved. The disclosure can be limited to:

1. Cases, which are related to contractual services provided in the regular course of business.
2. The regional/district office that will be supporting this contract.
3. Sanctions: List any regulatory or license agency sanctions.
4. Lost Accounts: Provide a complete list of all accounts lost due to early dissolution or non-renewal. Include contact names and telephone number, length of service at each account, and reason for the loss. This list can be limited to the regional/district office, which will be supporting this contract, and may be limited to the past five (5) years.
5. Canceled Accounts: Provide a complete list of all accounts canceled/terminated by the Proposer prior to the expiration date. Include contact name and telephone number, length of service provided, and reason the firm chose to cancel the contract. This list can be limited to the regional/district office that will be supporting this contract and may be limited to the past five (5) years.
6. Contract Denial: Indicate if your firm has been denied a contract award on which you submitted the best proposal. If so, explain in detail.

D. **Financial Information.** The Proposal shall provide evidence of financial stability including its last three (3) fiscal year's financial statements and company financial statement summaries; **or** alternate financial information, to include balance sheets and profit and loss statements; **or** an official letter from the Proposer's financial accountant detailing the financial status of the Proposer. The letter shall include a contact name, address, phone number, and fax number. The failure to furnish the financial requirements of the RFP may be grounds for disqualification of your proposal response and offer.

E. The City reserves the right to utilize Dun and Bradstreet or other financial reporting companies' financial reports for evaluation purposes or to request credit references in its review process. The proposal shall state if they are involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a

substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

F. **Financial Plan, Capital and Capabilities.** Demonstrate your financial soundness and history of meeting financial obligations. Provide a general description of firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, impending mergers) that may affect your firm's ability to perform and/or complete the work.

4.02 SIMILAR PROJECTS/INCLUDING GOVERNMENT EXPERIENCE/REFERENCES – TAB "B"

A. To demonstrate experience and success in conducting similar work, the Proposer shall provide a minimum of five (5) references of similar size and scope of work of municipal projects and/or agreements in similar circumstances with appropriate reference information, concentrating only on those projects and/or agreements completed with the last ten (10) years or currently underway by the Proposer's firm, as follows:
    1. Client name, address, phone, fax number and email address;
    2. Description of all services provided;
    3. Performance period; and,
    4. Total annual amount of contract.
    5. Unless otherwise stated to submit reference information in a different format/manner, please complete and submit **References** with your proposal response.

B. Describe any significant or unique awards received or accomplishments made in previous, similar projects. Include recognized Comprehensive Annual Financial Report awards earned.

NOTE: Please do not include projects completed or currently underway with the City of Casselberry.

4.03 PROJECT APPROACH/WORK PLAN – TAB "C"

A. Define the adequacy of resources**, including personnel, availability of personnel, labor, equipment and supply resources, and other requirements to provide the requested services.** Provide data on how your firm meets or exceeds the minimum qualifications required.
B. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.
C. Provide a typical response time and/or project implementation schedule for proposed services including any management and planning strategies.
D. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.
E. Describe in detail how the required services will be executed. Include information related, but not limited to operations, management, timeframes and scheduling, communicating with the City, reporting methods, and invoicing.
F. Provide the current and projected workload of Contractor.

4.04 PRICE PROPOSAL – TAB "D"

The **Price Proposal and Acceptance of Terms Form**, shall be completed and included along with the **Price Proposal Schedule worksheet** in Tab D. An authorized signatory must sign attesting to knowledge of Scope of Work, committing to the prices as offered, and acceptance of the terms and conditions. The ability of the successful Proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

A. Fee Proposal:

The City is requesting a lump sum fee for Accounting Services. The stated lump sum fee shall include all costs associated with the performance of the services, inclusive of all personnel, meetings, strategy sessions, discussions, field work, reports, etc., as required to complete the accounting services. There shall be no hidden costs associated with the delivery of the services.

The City shall not be responsible for the reimbursement of any costs not specifically set forth in the firm's proposal and mutually agreed upon in advance in writing.

Final payment shall be payable upon the conclusion of the audit, receipt and approval of the final report by the City.

B. The Price Proposal shall be evaluated using the below formula:

The lowest price receives the maximum points. The lowest price is then divided into, individually, by the other prices to determine the percentage. The percentage is then multiplied by the maximum points allowed. (The Weighted Score may be rounded to the nearest whole number.)

The following is only an example:

Proposer	Proposed Price	Applied Percentage (%)		Maximum Score		Weighted Score
A	$42,500.00	84%	X	25	=	**21**
B	$40,000.00	89%	X	25	=	**22**
C	$35,500.00	100%	X	25	=	**25**

SAMPLE

4.05 RFP REQUIRED FORMS – TAB "E"

Proposers shall include all applicable and properly executed forms under Tab E.

A. **Insurance Certificates.** Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful Proposer(s) will be required to provide Certificate(s) of Insurance evidencing coverage as required in the **Insurance Requirements** within five (5) business days of the notification of intent to award. Note: Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.
B. **Conflict of Interest/Non-Collusion.** Proposers shall provide disclosure of any potential conflict of interest due to any other clients, contracts, or property interests for this project only. Complete the **Conflict of Interest and Non-Collusion Statement** certifying that no member of your firm ownership, management, or staff has a vested interest in any aspect of this solicitation or any department within the City of Casselberry.
C. **Addendum Receipt Acknowledgement Certification.** Include the **Addendum Receipt of Acknowledgement Certification Form** in this section of the submittal.
D. **Drug Free Workplace Certification.** If applicable, Proposers must complete and sign the **Drug Free Workplace Certification.**

E. **Organizational Information (Authorized Signatories).** Proposers must provide a copy of the State Certificate of Good Standing/Articles of Incorporation listing the officers of the company on the **Organizational Information.** Provide one of the forms of evidence of signature Authority listed in Section III, (I) Corporate Standing and authorized signatories.
F. **References.** Proposer shall complete and include the **Reference** form and submit with their response. (References from City of Casselberry staff shall not be provided or considered)
G. **Sub-contractors.** Sub-contractors will not be used to for this solicitation.
H. **Scrutinized Companies Certification.** If applicable, Proposers must complete and submit with their response the **Contractor Certification Regarding Scrutinized Companies**.
I. **Proof of Licenses/Certification.** Documentation shall include, but not be limited to:
   1. Provide copies of required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your Firm's qualifications.
   2. The Firm shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits.
   3. Provide proof of proper State of Florida business licensure and professional certification(s)/registration(s) in the State of Florida.
   4. Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of corporations. Information concerning certification can be obtained at: http://dos.myflorida.com/sunbiz/. Please note: certification must be for **active status only**.
J. **Local Business Tax Receipt.** Provide a copy of your Local Business Tax Receipt. In accordance with Section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of a Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.
K. **Tax Identification Number (TIN).** All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

4.06 ADDITIONAL INFORMATION – TAB "F" (No assigned points)

Proposers may include a section for appendixes including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only and is not included in the 50-page count.

SECTION 5 EVALUATION PROCESS

EVALUATION CRITERIA

Evaluation Criteria		
Tab Assignment	**Category**	**Maximum Points**
A	Firm's Qualifications and Experience	30
B	Similar Projects/References	25
C	Project Approach	30
D	Price Proposal/Fee Schedule	15
MAXIMUM TOTAL POINTS		**100**

ADJECTIVAL RATING

An adjectival scoring system is used in accordance with the rating scale below. The Committee members adjectival rating score is multiplied by the percentage of maximum points (weight) resulting in a total score for that section.

0 = Unsatisfactory: Not responsive to the question. (0% of the max. points)
1 = Below Minimum Standards: Responsive to the question, but below acceptable standards. (25% of the maximum points)
2 = Marginal: Minimal acceptable performance standards and responsive to the question. (50% of the maximum points)
3 = Satisfactory: Above minimum performance, effective and responsive to the question. (75% of the maximum points)
4 = Excellent: Exceeds expectations for effectiveness and responsiveness to the question. (100% of the maximum points)

A determination of the best qualified firm will be made by the Evaluation Committee based on the stated criteria. In order to assist in determining the best qualified firm, the Evaluation Committee reserves the right to request additional information and/or clarification relating to any information submitted by any Proposer. The City shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The City's decisions shall be final.

5.01 DETERMINING RESPONSIBILITY

In conjunction with the weighted criteria being used to determine the qualifications and capability of the Proposer, the City may also consider the Proposer's ability to meet or exceed the following criteria:

A. The Proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
B. The quality of performance of previous contracts or services including previous performance with the City;
C. Previous and existing compliance by the Proposer with laws and ordinances relating to the contract or service;
D. Financial resources of the Proposer to perform the contract or provide the service; and,
E. Whether the Proposer is in arrears to the City on a debt or a contract; whether the Proposer is in default on surety to the City; or whether the Proposer's taxes are delinquent.

5.02 MATERIAL DEVIATIONS

The City of Casselberry has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the RFP indicates a requirement or condition, which must be met. The City of Casselberry may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Proposer, or for the cost to City of Casselberry. Material deviations cannot be waived.

5.03 EVALUATION PROCEDURE

A. Proposals are subject to a review and evaluation process. It is the intent of the City that all Firms responding to this RFP, who meet the minimum requirements, will be ranked in accordance with the established criteria as provided within the solicitation. The City will consider only the responsive and responsible submittals received during its evaluation and award process.

B. An initial review is performed by the Procurement and Contract Management Division to ensure each proposal meets the minimum requirements as set forth in the solicitation document. This review process includes, but is not limited to, the following considerations:

1. The proposal was submitted by the stated deadline;
2. All required documents have been submitted;
3. All documents requiring an original signature have been signed and submitted; and
4. Verification through the professional regulatory agency to ensure proper professional licenses or credentials, as required.

C. The City, at its sole discretion, may utilize the services of one or more independent firms, consultants, technical experts, and/or services to assist in the review or to provide an assessment, evaluation, and/or opinion as to the merits or validity of the Proposer's response to this RFP.

5.04 EVALUATION

The evaluation committee consists of individuals who have experience, knowledge and/or expertise in the program area and service requirements of the solicitation. Professional advisors, local government staff or officials may be appointed by the City Manager or Designee. Submittals will be reviewed and evaluated independently by the evaluation committee using an adjectival rating system. The summary results will be provided electronically to Procurement and will be posted on Vendorlink.

5.05 INITIAL RANKING - SHORTLIST

The evaluation committee may rank and shortlist a minimum of three (3) firms based upon the criteria established herein. If fewer than three (3) firms submit a proposal, the City may elect to have presentations or interviews; proceed with a recommendation to award to one or more firms; or the solicitation may be canceled at the sole discretion of the City.

5.06 PRESENTATIONS OR INTERVIEWS

The City may conduct informal interviews with Proposers regarding their qualifications, ability to furnish the required services, quality control, and other criteria as set forth herein. The Procurement and Contract Management Division will notify all selected Proposers of the City's decision to request presentations and/or interviews, as applicable. If presentations are held, the Proposer shall have representatives of the appropriate management level present and representing the firm. The Proposer understands that any and all costs related to the presentations and interview process is considered an operational cost of the Proposer and shall not be passed on to or be borne by the City.

Presentations may include, but not be limited to, a presentation from the Proposer and questions from the City. The City will make an effort to provide questions to be addressed in these sessions to the

respective Proposer prior to the session. The Proposer shall address all questions provided in their presentation and may provide additional materials. Additional materials should also be provided in digital format. The Proposer understands that any and all costs related to the presentations and interview process is considered an operational cost of the Proposer and shall not be passed on to or be borne by the City.

Pursuant to Florida Statute Chapter 286, any portions of a meeting, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

5.07 BEST AND FINAL OFFER AND CONTRACT NEGOTIATIONS

The City may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiation team will include, at a minimum, a member from the Procurement and Contract Management Division and a member from the requesting Division/Department/Office. **The City reserves the right to negotiate any and all elements of a contract resulting from this RFP solicitation.** Pursuant to Florida Statute Chapter 286, any portion of a meeting, at which negotiation strategies are discussed, or negotiations with a vendor is conducted, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

5.08 RIGHT TO CANCEL OR REJECT

A. As the best interests of the City may require, a solicitation may be canceled, or the Procurement Administrator may reject any or all submittals in response to a solicitation, in whole or in part, without recourse, in accordance with the City's Procurement Policy. In addition, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Proposer understands and agrees, that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Proposer. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.
B. The City reserves the right to accept or reject any or all Bids/Proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.
C. The City also reserves the right to reject the proposal from a Proposer who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract.

5.09 SHORTLIST

As applicable, a tabulation or the Evaluation Committee's shortlist will be posted on the City of Casselberry website via VendorLink, LLC at: https://www.myvendorlink.com/common/default.aspx. Proposers may also call the Procurement and Contract Management Division for results.

5.10 NOTICE OF INTENT TO AWARD

The Procurement and Contract Management Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Casselberry's website via VendorLink, LLC

at: https://www.myvendorlink.com/common/default.aspx

5.11 PROTESTS AND APPEALS

A. Any prospective Proposer or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Manager. The protest shall be received in the Procurement and Contract Management Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Casselberry Procurement Policy.

B. Any Proposer or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Intent to Award Protest, in writing, with the Procurement and Contract Management Division Office, by 5:00 p.m. on the third (3rd) business day after the Notice of Intent to Award is posted. A Notice of Intent to Award Protest is not valid if filed by a Proposer who cannot show they would be awarded the Contract if their protest is not upheld in accordance with Section VIII of the City of Casselberry Procurement Policy.

C. The decision of the City Commission shall be final and conclusive.

5.12 AGREEMENT/CONTRACT

The City's standard agreement for the services is included herein. The Scope of Services outlined in this RFP solicitation, the successful Proposer's response to same and the end result of negotiations will become Exhibit "A", Scope of Services on the agreement. Exhibit "B" will outline the Pricing Schedule as negotiated.

A. The successful Proposer must sign the agreement prior to execution by the City, whereupon the successful Proposer becomes the Consultant upon approval.
B. The provisions of said agreement contain similar language to the provisions contained in the solicitation document.
C. The agreement shall be used as a basis for negotiation and the City reserves the right to change, revise, or modify the agreement in its entirety, or any part thereof, prior to obtaining signatures from all parties.
D. The successful Proposer shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds (if applicable), insurance certificates and any other documents required as outlined in this solicitation document.
E. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.
F. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the successful Proposer.

5.13 AWARD OF CONTRACT

A. The City Manager, or designee, shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract award to the City Commission. The City Attorney or other experts may review all contract documents.

B. The Procurement and Contract Management Division and the requesting Department/Division will prepare the required award documents and make recommendations for approval to the City Commission or City Manager, as applicable. The City Commission retains full discretion to award or reject a contract or authorize expenditures in the best interest of the City.

5.14 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Proposer for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

5.15 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Proposer pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

5.16 ADDITIONAL INFORMATION/DATA

The City reserves the right to request any additional information needed for clarification from any Proposer for evaluation purposes. Proposers may include a section for appendixes including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only.

SECTION 6 GENERAL TERMS AND CONDITIONS

6.01 INTERCHANGE OF TERMS

A. Throughout this solicitation document, the terms Contractor, Offeror, Proposer and/or Respondent may be used interchangeably with each other.

B. Throughout this solicitation document, term agreement and/or Contract may be used interchangeably with each other.

6.02 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Casselberry abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

A. Multi-Year Contracts and Appropriation of Funds (As applicable)
Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract.

Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Commission.

B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

6.03 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

6.04 PURCHASING CARD PROGRAM

The City of Casselberry offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Proposer is interested or desires additional information, please indicate in your bid submittal.

6.05 INVOICES

A. All invoices shall be delivered to the Finance Department, Attention: Accounts Payable, City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida, 32707 or ap@casselberry.org. For purposes of billing and payment compliance, an invoice must conform to the following process:

1. A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
2. The amount due, applicable discount(s), and the terms thereof;
3. The full name of the Contractor or other party who is supplying the goods and/or services including a mailing address for payment and a telephone number;
4. The Purchase Order and Contract number (if applicable) as supplied by the City;
5. The name of the City department, division or office to whom the goods/services were provided; and
6. Proper documentation of delivery, receipt and acceptance by the City, to confirm the Contractor supplying the goods and/or services has otherwise complied with all of the Contract's terms and conditions of the contract.

B. Dispute Resolution

In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office or Division which has the dispute along with a representative of the City's Procurement and Contract Management Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision

of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

6.06 PRICE ADJUSTMENTS

A. Prices for all products and services, other than Out of Pocket and Travel Expenses, resulting from this competitive solicitation process shall remain firm for the initial contract term. Prices for subsequent optional renewal terms shall be subject to an adjustment only if increases in the industry occur. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed five percent (5%) per year or, whichever is less, the latest yearly percentage increase in the Producer Price Index Industry Data, Investment Advice (PPI - Series Id PCU52393-52393) as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the PPI shall be the latest index published and available ninety (90) days prior to the end of the contract term then in effect compared to the index for the same month one (1) year prior. Any requested price increase shall be fully documented and submitted to the City at least ninety (90) days prior to the expiration of the current contract term. Any approved cost adjustment shall become effective on the first date of the renewal term.

B. In the event the PPI or industry costs decline, the City shall have the right to receive from the Contractor a reasonable reduction in prices that reflect the cost change in the PPI or industry.

C. The City has the right to refuse acceptance of a requested price increase, if it is not properly documented; or the request is not submitted less than ninety (90) days from the contract expiration date; or is considered by the City to be excessive. In the event the City does not wish to accept the adjusted prices and the matter cannot be resolved to the satisfaction of the City, the contract may be terminated for convenience.

6.07 PRICE

A. Prices shall include all costs associated with the products and services being solicited including labor, management, etc.

B. Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern.

C. Discrepancies in the multiplication of units will be resolved in favor of the Unit Costs. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In the event such discrepancy is discovered by either party after the competitive solicitation closes, Offeror understands and accepts that no correction(s) shall be made, and the prices offered shall remain firm

6.08 LOCAL BUSINESS TAX RECEIPT

Both the City of Casselberry and Seminole County require a Local Business Tax Receipt (formerly Occupational License) be held by all its contractors. The City's Community Development Department can assist you in obtaining the required Business Tax Receipt from both Seminole County and the City at the same time. For information concerning this requirement please go to the City's Community Development Department directly at https://www.casselberry.org/731/Business-Tax-Receipts.

6.09 OUT OF POCKET AND TRAVEL EXPENSES

A. Out-of-Pocket expenses such as supplies, printing, binders, etc. shall be charged in accordance with Section 6 in the Scope of Services.

B. Any travel required pursuant to the Contract out of the Orlando MSA shall be in accordance with current State per diem rates as per the Scope of Services. No costs for travel, meals, or accommodations shall be charged to the City for travel within the Orlando MSA.

C. Contractor shall provide documentation of all actual "Out of Pocket" and Travel expenses as a condition of reimbursement. Offeror shall include as a part of the solicitation response, all details and costs regarding anticipated travel expenses and note such costs on the price sheet as a separate line item.

6.10 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or Proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Casselberry.

6.11 PERMITS, LICENSES OR FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required shall be the responsibility of the Proposer. The City will not entertain separate payment for these items.

6.12 TAXES

The City of Casselberry is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-8012530043C-7 and the Federal Employee Identification Number is 59-1056912. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Proposer in connection with its fulfillment of its contractual obligations with the City. The successful Proposer shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded agreement as a result of this solicitation.

6.13 COMPLIANCE WITH ALL LAWS AND VENUE

Any contractual arrangement between the City and the Proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

6.14 OFFEROR'S QUALIFICATIONS

A. Offeror shall be in the business of providing the products and/or services required and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily perform the work if awarded a Contract.

B. The City shall have the right to investigate the financial condition, experience record, qualifications, and references of each Offeror and determine to its satisfaction the competency, reputation, quality of products and/or services, and responsibility of each to perform the required work, meet the specifications, and conform in all material respects to the solicitation and all of its requirements.

C. Offeror shall satisfy each of the following requirements cited below. Failure to do so may result in the response being deemed non-responsive or rejected.

1. Offeror, including any principal, officer, agent, or proposed subcontractor, shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2. Offeror, including any principal, officer, agent, or proposed subcontractor of Offeror, shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

6.15 CONFLICT OF INTEREST

All Proposers shall disclose, with their proposal, the name of any officer, director, or agent who is also an officer or employee of the City of Casselberry. Furthermore, all Proposers shall disclose the name of any City of Casselberry officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Proposer's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Proposer or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Conflict of Interest provisions of the City of Casselberry Procurement Policy. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

6.16 NON-COLLUSION/LOBBYING CERTIFICATION

All Proposers submitting a proposal certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken

any action, in restraint of free competitive bidding in connection with the submitted proposal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Commission, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

6.17 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included within the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal signature section attests to this.

6.18 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Proposer and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Proposer shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Proposer's employees and sub-consultant's employees are not, and while performing any of the services, shall not be deemed to be employees of the City.

Proposers are advised that the City will not accept limitations on liability. The successful Proposer will be fully liable for all damages and events caused by the successful Proposer without any limitations as to dollar amount. The City will pursue liable Proposers to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Proposer non-responsible, and, as such, the bid will not be accepted by the City.

6.19 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor requests to substitute personnel, it is expected that such personnel shall have equal or higher knowledge, skills, abilities, and qualifications (KSA's). The City reserves the right to request resumes and approve the use of such personnel.

6.20 DELETION/MODIFICATION OF SERVICES

The City reserves the right to exercise any portion of the Scope of Services. If such right is exercised by the City, it will be incompliance with the fee schedule.

Fee shall be reduced in the same ratio as the estimated cost of the work deleted compared to the estimated cost of the work originally planned. If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

6.21 INDEMNIFICATION

A. Indemnity: The successful Proposer shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Proposer, its officers, agents or employees in performance or non-performance of its obligations under the awarded agreement. The successful Proposer 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 clause shall survive the termination of the awarded agreement. Compliance with any insurance requirements required elsewhere within the awarded agreement shall not relieve the successful Proposer of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded agreement. The City will be permitted to choose legal counsel of its choice. The successful Proposer shall require each of its agents to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful Proposer shall guarantee that all services performed under the awarded agreement will be free from claims of patent, copyright or trademark infringement. The successful Proposer shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Proposer of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Proposer of any third-party trade secret in connection with any of the foregoing.

6.22 INSURANCE REQUIREMENTS

A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's **Local Business Tax Receipt** with your proposal submittal.

B. The successful Proposer(s) shall provide original certificates of Insurance, evidencing coverage as required in the **Insurance Requirements**, to the Procurement and Contract Management Division within five (5) regular business days of the notification of the intent to award the agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Casselberry as a Certificate Holder/Additional Insured.

C. All insurance certificates shall remain valid and in full force for the term of the agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded agreement.

6.23 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Proposer warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Proposer further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor,

or consultant in connection with this agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Proposer certifies that it is qualified to do business with the City of Casselberry in accordance with all Florida Statutes.

6.24 ACCEPTANCE OF GOODS/SERVICES

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

6.25 DRUG FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the RFP response when submitted. If your firm has implemented a drug-free workplace program, please complete the **Drug-Free Workplace Certification** and include with your RFP response.

6.26 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Procurement and Contract Management Division, City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida 32707, telephone (407) 262-7700, Ext. 1142 not later than seven (7) days prior to the date on which the accommodation is requested

6.27 AUDITS AND RECORDS – RESPONSIBILITIES OF THE SUCCESSFUL PROPOSER

Before or after an agreement is prepared and executed, the successful Proposer may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Proposer shall maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this RFP document, and submit reports to the City in the form and frequency requested. The successful Proposer must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by the City or its designee. The successful Proposer shall include these aforementioned audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Proposer with any party for work required in the performance of this project.

6.28 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Proposers are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

6.29 PROPOSAL USE BY OTHER AGENCIES

All Proposers submitting a response to this RFP document agree that such response may also constitute a proposal to other governmental agencies within the State of Florida, under the same terms, conditions, price for the same effective period as this proposal. Each governmental agency desiring to accept this proposal, and make an award thereof, shall do so independently of the City and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of this proposal. This agreement in no way restricts or interferes with the right of any governmental agency to competitively procure any or all items.

6.30 CONE OF SILENCE/LOBBYING

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/ Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

B. A lobbying black-out period commences upon the issuance of this solicitation document.

C. If an award item is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement and Contract Management Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.

D. Proposers, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

6.31 QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Procurement and Contract Management Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Procurement and Contract Management Division, in writing, by the date stipulated in the tentative schedule herein.

Contact or communications by Respondents to any City Commission member, the City Manager, any requesting or evaluating City personnel, or any member of the Evaluation Committee, initiated during the Cone of Silence/Lobbying Black-Out Period, may result in disqualification from the Solicitation process by the Procurement and Contract Management Division.

6.32 OFFICE OF RECORD

The City of Casselberry Procurement and Contract Management Division shall be the official “office of record” for all information transactions and data disbursements associated with this solicitation. The

Procurement and Contract Management Division may be reached Monday through Thursday between 7:00 A.M. to 6:00 P.M., via phone at (407) 262-7700, Ext. 1142.

6.33 TIME OF PERFORMANCE

The services described herein and on the attached shall be performed in a prompt and correct manner within the standards of good and ethical productivity as negotiated between the City and the successful Proposer. All Proposers are asked to provide the best estimate for compliance with the Scope of Services as established by the solicitation. All contract timelines will be based on the projected scope and the estimated time for performance.

6.34 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

6.35 COST OF SUBMITTAL

The Proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to or be borne by the City.

6.36 PROHIBITION AGAINST CONTINGENT FEES

The Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure an agreement as a result of this solicitation process, 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 Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the agreement as a result of this solicitation process.

6.37 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Proposer certifies that in connection with this proposal:

“The pricing and/or fees associated with this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.”

6.38 RESPONSIBILITY OF PROPOSER

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands this RFP document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed; and is fully capable to meet all of the requirements of the solicitation and subsequent contract.

6.39 ILLEGAL ALIEN LABOR AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

The successful Proposer(s) shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The successful Proposer(s) shall not knowingly employ or contract with an illegal alien to perform work under the awarded agreement as a result of this solicitation process or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under the awarded agreement as a result of this solicitation process.

6.40 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with Florida Statute Chapter 448.095, A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System. The City shall not enter into, or renew, a contract with a contractor that is not enrolled in E-Verify. Any contractor that has a contract with the City shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The City may verify the contractor's participation in the E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website.

Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section of, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment. E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

6.41 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded agreement, nothing contained in this solicitation and/or the resulting awarded agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded agreement for punitive damages or interest for the period before judgment. Further, the City is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded agreement.

6.42 ESTIMATED QUANTITIES

This RFP may contain an estimated number of volume and/or transactions. Although said numbers reflect the City's average volumes over the stated term, the City cannot guarantee that such volume and/or transactions will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the estimated number of volume and/or transactions contained herein in no way shall obligate the City to commit to said volume and/or transactions.

6.43 MATHEMATICAL ERRORS

1. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
2. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Proposer shall prevail.
3. Proposer shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
4. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

6.44 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Proposers for the same line item unit costs.
c. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Proposer obtained and upon which the Proposer relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Proposer is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

6.45 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive Proposers within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the Proposer to complete the Work or otherwise creating an appearance of an undercapitalized Proposer.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the Proposer obtained and upon which the Proposer relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the Proposer is unable to demonstrate the validity and/or necessity of the front-loaded costs.

6.46 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Casselberry shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Casselberry are protected from any emergency situation that threatens public health and safety as determined by the City. The Proposer agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under the awarded agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Proposer provide the City with products and/or services not under the awarded agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

6.47 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

6.48 TRUTH IN NEGOTIATION CERTIFICATION

Contractors will be required to complete and submit certified cost or pricing data when the procurement of supplies and services exceeds the Truth in Negotiations Act (TINA) threshold of $190,000 to establish a fair and reasonable price.

6.49 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Proposer/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016 and shall be included in the awarded agreement:

A. The parties specifically acknowledge that this agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the Contractor shall:

   1. Keep and maintain all public records required by the City to perform the services herein; and
   2. Upon request from the City's custodian of public records, provide the City 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; and
   3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the City; and
   4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

B. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the Contractor shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.**

6.50 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

6.51 TIE BIDS

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* in place at the time of the issuance of the solicitation; Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with the lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie proposers shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the proposers involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

REQUEST FOR PROPOSAL (RFP)
RFP-2021-0707 ACCOUNTING SERVICES

Due Date: June 8, 2021 – 2:00 p.m.

Attachment "A"
Insurance Requirements

A. Insurance. The successful Proposer/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Proposer/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Proposer/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Each occurrence	$1,000,000.00
b) Aggregate	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$1,000,000.00
Professional Liability (errors and omissions)	$1,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Proposer/Contractor and/or subcontractor shall name the "City of Casselberry" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Proposer/Contractor and/or subcontractor shall provide the City's Procurement and Contract Management Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:

City of Casselberry
c/o Administrative Services Director
95 Triplet Lake Drive
Casselberry, Florida 32707

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF CASSELBERRY, PROCUREMENT AND CONTRACT MANAGEMENT DIVISION, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Proposer's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Proposer/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Proposer/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Proposer/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Casselberry. The liability policies shall be Primary/Non-Contributory.

_____
AUTHORIZED SIGNATURE

_____
Typed Name of AUTHORIZED SIGNATORY

_____
Title

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE ACKNOWLEDGE, SIGN AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
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Due Date: June 8, 2021 – 2:00 p.m.

Attachment "B"
Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted with Proposal/ITN, or Contract Number RFP-2021-0707 Accounting Services.

This sworn statement is submitted by_____ whose business address is
[Name of entity submitting sworn statement]
_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement: _____.

My name is _____ and my relationship to the above entity is _____.
[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a proposal/offer to RFP-2021-0707 for Accounting Services.
2. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
3. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
4. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
6. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
7. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
8. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Casselberry government.
9. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

REQUEST FOR PROPOSAL (RFP)
RFP-2021-0707 ACCOUNTING SERVICES

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1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **this Conflict of Interest and Non-Collusion Statement**, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

_____
Typed Name of AUTHORIZED SIGNATORY

_____
Title

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
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Due Date: June 8, 2021 – 2:00 p.m.

Attachment "C"
Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the **Addendum Receipt Acknowledgement Certification**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____
Authorized Signature Printed Name

_____ _____
Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
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REQUEST FOR PROPOSAL (RFP)
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Due Date: June 8, 2021 – 2:00 p.m.

Attachment "D"
Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the response.

In order to have a drug-free workplace program, a business shall:

A. 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.

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

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. 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.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Drug-Free Workplace Certification**, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

_____
Typed Name of AUTHORIZED SIGNATORY

_____
Title

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

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REQUEST FOR PROPOSAL (RFP)
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Due Date: June 8, 2021 – 2:00 p.m.

Attachment "E"
Organizational Information

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Proposer/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D. Number					

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____

Authorized Signature Printed Name

_____ _____

Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

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REQUEST FOR PROPOSAL (RFP)
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Attachment "F"
References

The Firm shall complete and submit this Reference Form as a part of their bid response. Provide a minimum of five (5) projects performed by the Firm and completed within the last ten (10) years, which are similar type, scope, and complexity. (A Reference from City of Casselberry is not acceptable). The contact person provided shall be a person who has personal knowledge of the Proposer's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #2:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #3:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #4:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:
Project #5:	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email Address and Fax #:	
Contract Amount:	Date Work Performed:

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

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REQUEST FOR PROPOSAL (RFP)
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Due Date: June 8, 2021 – 2:00 p.m.

Attachment "G"
Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____
Authorized Signatory Printed Name

_____ _____
Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE (when applicable)
Failure to submit this form may be grounds for disqualification of your submittal

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2021-0707 ACCOUNTING SERVICES

Due Date: June 8, 2021 – 2:00 p.m.

Attachment "H"
Price Proposal and Acceptance of Terms

The Price Proposal Form (spreadsheet), consisting of one (1) page, is hereby incorporated into the solicitation and made available as an individual document to be downloaded from Vendorlink, LLC. Proposer should complete and fill in all line items within worksheet in the workbook.

RFP-2021-0707 Accounting Services		
Price Proposal Form - Lump Sum		
Item	**Description**	**Lump Sum Fee**
1	CAFR FY 2021 (10/1/2020 - 9/30/2021)	$0.00
2	CAFR FY 2022 (10/1/2021 - 9/30/2022)	$0.00
3	CAFR FY 2023 (10/1/2022 - 9/30/2023)	$0.00
4	CAFR FY 2024 (10/1/2023 - 9/30/2024)	$0.00
5	CAFR FY 2025 (10/1/2024 - 9/30/2025)	$0.00
	Total RFP Price Submitted:	**$0.00**
6	Hourly Rate for Additional Work - Staff*	$0.00
7	Hourly Rate for Additional Work - Executive*	$0.00
*Information purposes ony - not part of the Evaluation Critera.		

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Casselberry Procurement and Contract Management Division for the price(s) as set forth herein in the **Price Proposal Form**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name:

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____
Authorized Signature Printed Name

_____ _____
Title Date

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
Failure to submit this form may be grounds for disqualification of your submittal

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
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REQUEST FOR PROPOSAL (RFP)
RFP-2021-0707 ACCOUNTING SERVICES

Due Date: June 8, 2021 – 2:00 p.m.

Attachment "I"
Statement of "No Bid Submittal"

If you do not intend to submit on this solicitation, please complete and return this form prior to the date shown for receipt of proposals to: City of Casselberry, Procurement and Contract Management Division, 95 Triplet Lake Drive, Casselberry, Florida 32707.

I/WE HAVE DECLINED TO SUBMIT A BID FOR RFP-2021-0707, titled Accounting Services for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Bid requirements too "restrictive".
	Insufficient time to respond to the Invitation to Bid.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

_____

_____

_____

Company Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____
Authorized Signature Printed Name

_____ _____

_____ _____
Title Date

REQUEST FOR PROPOSAL (RFP)
RFP-2021-0707 ACCOUNTING SERVICES

Due Date: June 8, 2021 – 2:00 p.m.

Exhibit "1"
Scope of Work

A. Description of City Structure.

1. Form of Government.

   The City operates under a Commission/Manager form of government and provides the following services to its residents:

   a. Police;
   b. Construction and maintenance of streets, bridges, sidewalks, storm drainage, public parks, community, and recreational facilities;
   c. City planning, zoning, subdivision and building code regulation, and enforcement;
   d. Supervised recreation programs;
   e. Redevelopment of declining commercial and residential areas;
   f. Water, sewer, and reclaimed water services;
   g. Residential solid waste collection services; and
   h. Municipal golf course.

2. Fiscal Year Definition.

   The City's fiscal year commences on October 1st and ends on September 30th.

   Fund Structure.

Fund Type	Number of Individual Funds	Budget – FY 2021
General Fund	1	$19,709,134
Enterprise Funds	4	$30,905,854
Special Revenue Funds	14	$8,544,515
Capital Projects Funds	3	$22,200,073
Debt Service Funds	1	$1,336,124

   NOTE: Other funds and/or component units to be audited may be added throughout the term of the awarded agreement.

3. Component Units.

   The Community Redevelopment Agency (CRA) is an incremental tax district created by City Ordinance pursuant to Florida Statutes Section 163.356. The City Commission serves as the CRA Board. The City Commission approves the budget and expenditures. The City performs the accounting functions for the CRA. The CRA is a blended component of the City classified as major fund.

4. Pension Plans.

   The City of Casselberry maintains a defined benefit retirement system which is a combined plan for Police Officers and Firefighters. The Police/Fire plan is administered by a separate Board of Trustees.

The City is responsible for funding liabilities based upon actuarial valuations. General employees participate in a defined contribution plan.

Note: The City's various financial reports are accessible and available from the City's website at: http://www.casselberry.org/434/Comprehensive-Annual-Financial-Report

5. Basis of Accounting.

   a. All Governmental funds are accounted for using the modified accrual basis of accounting.

   b. All Proprietary and Pension Trust funds are accounted for using the accrual basis of accounting.

   c. The City last had a Schedule of Expenditures of Federal Awards for the year ended September 30, 2019. The City's grant volume is inconsistent from year to year and more often than not, the City does not have a Schedule of Expenditures of Federal Awards or Schedule of Expenditures of State Awards. However, should the City experience or incur activity for any of the items outlined herein, the successful proposer shall provide and include the necessary work to include such activity as part of the annual audit.

6. Computer System.

   The City financial application software is the Naviline® platform provided by Central Square Technologies.

B. Scope of Services Minimum Requirements.

The City of Casselberry is seeking a qualified successful proposer to provide services for the preparation and compilation of the City's Comprehensive Annual Financial Report for fiscal years 2021, 2022, 2023, 2024 and 2025; including the basic financial statements, required supplemental information, and notes to the financial statements.

1. The successful proposer will also assist with the preparation of financial statements; including Management Discussion and & Analysis (MD&A) and statistical section and utilizing the Financial Reporting preparation software.

2. The successful proposer will provide journal entries necessary for compliance with Other Post-Employment Benefits (OPEB) GASB 75 and Pension GASB 67 and 68.

3. The successful proposer will assist with audit questions that directly impact the Comprehensive Annual Financial Report.

4. The successful proposer will develop a list of required information for the preparation of the Comprehensive Annual Financial Report.

5. The successful proposer will ensure the Comprehensive Annual Financial Report is prepared in compliance with generally accepted accounting principles (GAAP) for state and local governments and conforms to applicable Government Accounting Standard Board (GASB) pronouncements.

6. The successful proposer will ensure that all requirements for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting are met.

7. The successful proposer will assist the City by providing Comprehensive Annual Financial Report implementation and/or support services as needed.

8. The successful proposer will also advise and/or assist the City with the implementation of new GASBs.

9. The successful proposer will work with City staff to adhere to the established audit schedule.

C. Additional Consulting Services.

In addition to the financial services as outlined herein, the City may request that the successful proposer provide additional consulting services outside the performance of the accounting services. The successful proposer will provide an hourly rate for services to be performed outside of Section 2 Scope of Services Minimum Requirements.

D. The Contractor's General Work Plan.

1. The successful proposer will work with the City and the City's auditors to determine the timing of the initial upload of the general ledger and to agree on a timeline for deliverables for each fiscal year. This initial task will also include a discussion with designated City staff to identify any assistance needed with new GASB standards and their application.

2. Actual preparation of the Comprehensive Annual Financial Report begins with an upload of the trial balance into the financial reporting preparation software mapping to their respective financial statement line. When applicable, new accounts will need to be mapped to the correct account line for both fund level and entity wide statements. The financial reporting preparation software entity-wide conversion worksheet tool will be used to input the current year reconciling amounts to arrive to the correct amounts for the entity-wide financial statements. Cash flow statements and the reconciliation statements will be developed independent of the financial reporting preparation software, and input via the document editor process.

3. Footnote preparation is done with the successful proposer's assistance. Mapping within the footnotes, statistical section and MD&A will be done by the successful proposer. Updating the footnotes, statistical section, MD&A and the entire introductory section into the financial reporting preparation software will be performed by designated City staff. Once these sections are completed, the successful proposer will begin a technical review of the entire document for completeness and alignment with the GFOA Certificate program requirements.

4. The City will also review the Comprehensive Annual Financial Report with the City's auditors. Any review comments and suggestions will be discussed with designated City staff and applicable changes made.

E. General Project Schedule.

Month	Task
July or August	Review of financial reporting preparation software to determine initial timeline for preliminary general ledger upload.
September	Discussion with City staff and City's auditors to develop timeline for deliverables and any needed technical assistance for new GASB standards.
September – March	Provide needed technical assistance regarding new accounting standards.
December	Prepare a list of items needed for year-end Comprehensive Annual Financial Report preparation.
December	Assist the City with mapping of new accounts as needed in financial reporting preparation software.
December	Provide City staff with journal entries necessary for compliance with OPEB GASB 75 and Pension GASB 67 - 68
December	Review of fund level statements created by financial reporting preparation software for any unmapped accounts or format issues that need to be addressed. Work with financial reporting preparation software to address and correct any issues.
December – January	Map data in footnotes. Review and communicate any noted errors or needed corrections to designated City staff. Review revised schedules as deemed necessary.
January	Update entity wide conversion workbook; provide workbook to City staff; determine journal entries that should roll in to the next fiscal year and input amounts to create entity wide statements within the financial reporting preparation software.
January	Update mapping of data in statistical section tables within the financial reporting preparation software schedules 1 through 4.
January	Map data in MD&A. Once staff has completed MD&A, provide a complete review. Communicate any needed changes.
January-February	Perform a technical review of the Comprehensive Annual Financial Report for compliance with the requirements of the GFOA Certificate program. Make needed changes.
January-February	Along with the assistance of designated City staff, address any review comments.

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REQUEST FOR PROPOSAL (RFP)
RFP-2021-0707 ACCOUNTING SERVICES

Due Date: June 8, 2021 – 2:00 p.m.

Exhibit "2"
Sample Standard Agreement for Services

A sample standard agreement, consisting of twenty (20) pages, is hereby incorporated into the solicitation and made available as an individual document to be downloaded from Vendorlink, LLC.

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City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

REQUEST FOR PROPOSAL (RFP)
RFP-2021-0707 ACCOUNTING SERVICES

Due Date: June 8, 2021 – 2:00 p.m.

Exhibit "3"
Electronic Submissions

Due to COVID-19, the City has modified its business practices for submittals. The City will now receive proposal submittals through the online solicitation management portal, Vendorlink, LLC. You may enter information and upload completed forms/documents using the Vendorlink, LLC portal.

Vendors must have an established account in advance of uploading submissions.

When submitting an offer electronically through the solicitation posting portal, please allow sufficient time to complete the online forms and upload documents. The solicitation offer will end at the closing time listed in the solicitation. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your offer will not be received by the system.

It is recommended that the submission process be completed **the day prior to the due date,** with the knowledge that any changes/updates will be accepted up to the due date and time.

If technical difficulties arise during submission of the Solicitation response, it is the Submitting Vendor's responsibility to contact VendorLink, LLC technical support. For support, click on the "Help" link on the Solicitation Posting portal; or email support@evendorlink.com.

NOTE: In the event, there is a verified technical issue with the Platform (and not user/Vendor issues) that prevents all Vendors from submitting a response within the two (2) hours immediately before the due time, the City may issue an addendum to extend the solicitation due date and time. However, the technical issue must be a result of the Platform provider (VendorLink, LLC) and affect all participating Vendors. The City shall verify the technical issue or unavailability of the Platform with VendorLink, LLC, the system provider. Technical issues localized to a single vendor will not be considered cause for an extension.

City shall not be responsible for delays caused in any occurrence.

Submission Steps:

1. Submit Proposals electronically through VendorLink.
2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); checkmark must be placed in the checkbox next to the file type to be uploaded prior to clicking the Add Document(s) button. The Vendor Files table must have at least one document uploaded with the File Type requested, otherwise the Platform will not allow the vendor to change the status from whatever was Submitted.
3. Enable printing on files submitted.
4. Clearly identify the Solicitation Number, Name, Submission Date, and Bidder Name on the Response Cover Page on Bidder's letterhead.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.
6. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
7. Follow all instructions outlined in this Solicitation and provide all requested information.

Company ID Number: 1606930

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Milestone Professional Services, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1606930

Approved by:

Employer Milestone Professional Services, Inc.	
Name (Please Type or Print) June Lorah	Title
Signature Electronically Signed	Date 11/11/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/11/2020

Company ID Number: 1606930

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Milestone Professional Services, Inc.
Company Facility Address	4120 Newtonhall Drive Orlando, FL 32826
Company Alternate Address	1970 E. Osceola Pkwy #350 Kissimmee, FL 34743
County or Parish	ORANGE
Employer Identification Number	571238273
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1606930

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 1606930

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	June Lorah
Phone Number	(407) 301 - 8650
Fax Number	
Email Address	june@milestoneps.com

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City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2021-0707 ACCOUNTING SERVICES

AGREEMENT

THIS Agreement is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and Milestone Professional Services, Inc., 1970 East Osceola Parkway, #350, Kissimmee, Florida 34743 hereinafter referred to as the "CONTRACTOR".

WITTNESSETH:

WHEREAS, the CITY has competitively solicited for Accounting Services, pursuant to RFP-2021-0707 which is included by reference and incorporated herein; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1 TERM

The term of this Agreement shall begin on September 1, 2021, and continue through August 31, 2026.

SECTION 2 SCOPE OF SERVICES

The CONTRACTOR shall furnish all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto.

SECTION 3 OBLIGATIONS OF THE CONTRACTOR

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, that are necessary to fully complete and deliver the services requested by the CITY. The CONTRACTOR shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR shall ensure that all of its employees, agents, sub-contractors, representatives, volunteers, associates, fully comply with all of the terms and conditions set herein, when providing services to and for the CITY in accordance herewith.

C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

D. The CONTRACTOR shall maintain an adequate and competent staff and remain authorized to do business within the State of Florida.

SECTION 4 INVOICES

A. The Contractor shall submit one invoice for work completed to the City's Finance Department at Attn: Accounts Payable, City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida 32707 or ap@casselberry.org.

B. Invoices shall include the Project Number, Purchase Order Number and a detailed description of tasks completed with man-hours, equipment, and materials expended during the project.

C. The City's Project Manager will review each invoice for satisfactory completion of work.

D. If an invoice is not acceptable, the City's Project Manager shall, within ten (10) calendar days after receipt and prior to acceptance and processing, provide a clear statement regarding any portions of the invoice that are unacceptable. The burden for payment justification shall be on the Contractor. The City agrees to process all acceptable portions of the invoice in accordance with the Florida Local Government Prompt Payment Act.

SECTION 5 COMPENSATION

A. The CONTRACTOR agrees that the amount to be paid under this Agreement for services rendered will not exceed One Hundred Seventeen Thousand Nine Hundred and 00/100 Dollars ($117,900.00) for the term of this Agreement, in accordance with the price proposal set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.

B. It is acknowledged and agreed that this amount is the maximum payable and constitutes a limitation upon the City's obligation to compensate CONTRACTOR for all services rendered.

C. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

D. In conjunction with the agreement, a purchase order will be established by the City prior to the start of any project, service, or work by the Contractor.

E. Services to be performed in accordance with this Agreement are subject to the fiscal year appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6 WARRANTY

CONTRACTOR warrants that the Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of ninety days (90) from the completion of the applicable Services (the "Warranty Period"). If during the Warranty Period, the Contractor receives written notice from City of breach of warranty. The CONTRACTOR will, at its sole expense, promptly re-perform any Services that fail to meet this limited warranty or refund to the CITY the fees paid for the non-conforming Services at the CITY's option.

SECTION 7 APPLICABLE LICENSING

The CONTRACTOR, at its sole expense, shall obtain and maintain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 8 STANDARD OF CARE

The CONTRACTOR represents that all personnel employed or subcontracted, possess all necessary training, experience, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. By executing this Agreement, the CONTRACTOR agrees to perform the services requested in an efficient manner, consistent with the CITY's stated Scope of Services and industry standards.

SECTION 9 TERMINATION FOR CONVENIENCE

The CITY may at any time give thirty (30) days written notice to the CONTRACTOR of the termination of this Agreement, in whole or in part, for the CITY's convenience without cause.

SECTION 10 DEFAULT BY CONTRACTOR AND CITY'S REMEDIES

In the event of a default by CONTRACTOR, the CITY shall have the right to exercise any remedy the CITY may have by operation of law, without limitation, and without any further demand or notice.

SECTION 11 BANKRUPTCY OR INSOLVENCY

If the CONTRACTOR files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR's operations, the CITY may terminate this Agreement immediately notwithstanding the notice requirements as provided herein.

SECTION 12 PAYMENT WHEN SERVICES ARE TERMINATED

A. In the event of termination of this Agreement by the CITY for convenience, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY the determination of which is at the CITY's sole discretion. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR. A final accounting of all monies owed or due will be completed upon termination and any actions necessary to ensure proper payment under this Agreement shall be processed accordingly by both parties.

SECTION 13 INSURANCE

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any One Person)	$ 10,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$1,000,000.00
e) Products – Comp/OP AGG	$1,000,000.00
Automobile Liability	$1,000,000.00
Worker's Compensation	$ 500,000.00
Professional Liability	$1,000,000.00
(Errors and Omissions)	$2,000,000.00

WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than $500,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the CITY in the event of litigation against same.

B. The CONTRACTOR shall name the "City of Casselberry" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the CITY with proof of same.

C. The CONTRACTOR shall provide the CITY's Human Resources/Risk Management Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR;
2. The specified job by name and job number;
3. The name of the insurer;
4. The number of the policy;
5. The effective date;
6. The termination date;
7. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellations of the policy.
8. The Certificate Holders Box must read as follows:

   City of Casselberry
   95 Triplet Lake Drive
   Casselberry, Florida 32707

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

SECTION 14 CITY OBLIGATIONS

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, pertinent information known and readily available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 15 PUBLIC RECORDS

A. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the CONTRACTOR is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

1. Keep and maintain all public records required by the CITY to perform the services herein; and
2. Upon request from the CITY's custodian of public records, provide the CITY 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; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY; and
4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format compatible with the information technology systems of the CITY.

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to the CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to the CITY. A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the CONTRACTOR's failure to comply with these requirements.

C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,

CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.

SECTION 16 RIGHT TO INSPECTION

A. The CITY or its affiliates shall at all times have the right to review or observe the services performed by the CONTRACTOR.

B. No inspection, review, or observation shall relieve the CONTRACTOR of its responsibilities under this Agreement.

SECTION 17 PROHIBITION AGAINST CONTINGENT FEES

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

SECTION 18 CORPORATE REPRESENTATIONS BY THE CONTRACTOR

The CONTRACTOR hereby represents and warrants to the CITY the following:

A. The CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified, licensed and authorized to carry on the functions and operations set forth in this Agreement. The CONTRACTOR agrees to provide a copy of all said licenses to the CITY prior to the execution of this Agreement.

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

SECTION 19 INDEPENDENT CONTRACTOR

The CONTRACTOR and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The CONTRACTOR shall not be an agent of the CITY, except as may be otherwise expressly provided herein, and only to the extent so provided. The CONTRACTOR's employees and sub-consultant employees are not, and while performing any of the Services, they shall not be deemed to be, employees of the CITY.

SECTION 20 RELATIONSHIP OF PARTIES

The relationship of the Parties under this Agreement is that of independent parties; each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership or joint venture relationship of principal and agent is established or intended hereby between or among the Parties.

SECTION 21 THIRD-PARTY BENEFICIARIES

The provisions of this Agreement are for the exclusive benefit of the parties and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided.

SECTION 22 FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, hurricanes, or pandemics; (c) war, invasion, terrorist acts, or riot; (d) government order or law; (e) actions, embargoes, or blockades; (f) national or regional emergency; and (g) other events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 15 days of the Force Majeure Event to the other party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it, the other party may thereafter terminate this Agreement upon 10 days' written notice.

SECTION 23 TIME IS OF THE ESSENCE

Time is of the essence in this Agreement as to all dates and time periods, specifically, the obligations in the Scope of Services. To the extent that the last day of any time period stipulated in this Agreement falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. The term "business days" means days other than Saturdays, Sundays or legal holidays.

SECTION 24 FURTHER ASSURANCES

Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

SECTION 25 COMPLIANCE WITH ALL LAWS

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 26 INDEMNITY

The CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of the CITY's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees or subcontractors in performance or non-performance of its

obligations under the Agreement. The CONTRACTOR 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 clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this article of the Agreement. The CITY will be permitted to choose legal counsel of its choice. The CONTRACTOR shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

SECTION 27 INDEMNIFICATION FOR COPYRIGHT INFRINGEMENT

The CONTRACTOR guarantees that all services performed under this Agreement will be free from claims of patent, copyright or trademark infringement. The CONTRACTOR shall defend, indemnify and hold the CITY and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the CONTRACTOR of any third-party patent, copyright or trademark or (ii) misappropriation by the CONTRACTOR of any third-party trade secret in connection with any of the foregoing.

SECTION 28 SOVEREIGN IMMUNITY

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

SECTION 29 COURT ACTIONS/CHOICE OF LAW

Except as expressly prohibited by law:

A. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida in Orlando; except that any final judgment may be enforced in other jurisdictions in any manner provided by law; and

B. The laws of the State of Florida shall govern this Agreement and the Agreement will be interpreted according to the laws of Florida.

SECTION 30 OPEN

SECTION 31 BINDING EFFECT

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 32 ASSIGNMENT

Except as prohibited by applicable law, neither party shall assign any or all of its benefits or executory obligations under this Agreement without the approval of the other party, except in case of assignment solely for security,

except as otherwise specifically provided for in this Agreement in case of default.

SECTION 33 AGREEMENT USE BY OTHER GOVERNMENTAL AGENCIES

The CONTRACTOR hereby understands and agrees that this Agreement may be used by other governmental agencies within the State of Florida, under the same terms, conditions, price, and for the same effective period. Each governmental agency desiring to accept this Agreement, and make an award thereof, shall do so independently of the CITY and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of this Agreement. This Agreement in no way restricts or interferes with the right of the CITY or any governmental agency to competitively procure any or all items.

SECTION 34 SEVERABILITY

In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may choose, at its option, to terminate this Agreement in its entirety.

SECTION 35 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

SECTION 36 NOTICES

Whenever any notice, demand, or request is required pursuant to this Agreement, the notice, demand, or request will be sent by United States Mail, registered or certified; by hand delivery; or by overnight delivery, postage prepaid, to the following address of record.

Owner's Representative	City Project Representative
Attention: Procurement Manager	Donna Collins, President/Director
City of Casselberry	Milestone Professional Services, Inc.
95 Triplet Lake Drive	1970 E. Osceola Parkway, Suite 350
Casselberry, Florida 32707	Kissimmee, Florida 34743

Any notice, demand, or request served on any of the Parties in the previous manner will be deemed sufficiently given for all purposes under this Agreement on the day the notices, demands, or requests are posted, postage prepaid, in the United States Mail; however, the time for response to any notice, demand, or request will commence three days after the posting or on actual receipt, whichever is earlier. Any Party will have the right to designate, from time to time by written notice to the other Parties, any other persons or other places in the United States that such Party may desire written notices to be delivered to.

SECTION 37 PROJECT REPRESENTATIVES

The CITY and the CONTRACTOR have identified individuals as Project Representatives, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the CITY. If the CITY or the CONTRACTOR replace their current Project Representative with another individual, an amendment to this Agreement shall not be required. The CITY will notify the CONTRACTOR, in writing, if the current CITY Project Representative is replaced by another individual.

City's Project Manager	Contractor's Project Representative
Carol Conroy	Donna Collins
Finance Director	President/Director
City of Casselberry	Milestone Professional Services, Inc.
95 Triplet Lake Drive	1970 E. Osceola Parkway, Suite 350
Casselberry, Florida 32707	Kissimmee, Florida 34743
Telephone: (407) 262-7700, Ext. 1131	Telephone: (352) 408-4949
Email: cconroy@casselberry.org	Email: donna@milestoneeps.com

SECTION 38 CONFLICT OF INTEREST

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 35 hereof.

SECTION 39 PUBLIC ENTITY CRIMES

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 40 EQUAL OPPORTUNITY EMPLOYER

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 41 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with Florida Statute Chapter 448.095, A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System. The City shall not enter into, or renew, a contract with a contractor that is not enrolled in E-Verify. Any contractor that has a contract with the City shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The City may verify the contractor's participation in the E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website.

Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section of, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment. E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

SECTION 42 PUBLIC EMERGENCIES

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Casselberry shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Casselberry are protected from any emergency situation that threatens public health and safety as determined by the CITY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. The CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the CITY with products and/or services not under this Agreement, the CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SECTION 43 HEADINGS

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 44 ADMINISTRATIVE PROVISIONS

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 45 OPEN

SECTION 46 INTEGRATION/AMENDMENT

This Agreement represents the entire and integrated agreement between the CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instruments signed by both the CITY and the CONTRACTOR. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest fully executed instrument shall take precedence.

SECTION 47 COUNTERPARTS

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

SECTION 48 SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE

This Agreement may be terminated by the CITY, without penalty to the CITY:

A. In the event that the CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135 and 215.4725, Florida Statutes, or

B. If the CITY determines that the CONTRACTOR falsely certified to the CITY that the CONTRACTOR is not listed as a scrutinized company.

C. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

SIGNATURE PAGE TO FOLLOW

RFP-2021-0707 ACCOUNTING SERVICES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 26th day of July, AD 2021.

CITY OF CASSELBERRY, FLORIDA

By: _____

David Henson
Mayor/Commissioner

Attest:
CITY OF CASSELBERRY

By: Donna G. Gardner
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City Commission meeting of:
7/26/21

MILESTONE PROFESSIONAL SERVICES, INC.

By: Donna Collins

Print: Donna Collins

Title: President / Director

For an individual acting in his or her own right:

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 6th day of July, 2021 by Donna Collins, who is personally known to me or who has produced FLDL as identification.

BJB

[Notary Seal]

Notary Public _____
Bryan Bowerman
Name typed, printed or stamped
My Commission Expires: 10/07/2024

Bryan J Bowerman
Notary Public
State of Florida
My Commission Expires 10/07/2024
Commission No. HH 112490

RFP-2021-0707 ACCOUNTING SERVICES

Exhibit "A"

Scope of Work

A. Description of City Structure.

1. Form of Government.

   The City operates under a Commission/Manager form of government and provides the following services to its residents:

   a. Police;
   b. Construction and maintenance of streets, bridges, sidewalks, storm drainage, public parks, community, and recreational facilities;
   c. City planning, zoning, subdivision and building code regulation, and enforcement;
   d. Supervised recreation programs;
   e. Redevelopment of declining commercial and residential areas;
   f. Water, sewer, and reclaimed water services;
   g. Residential solid waste collection services; and
   h. Municipal golf course.

2. Fiscal Year Definition.

   The City's fiscal year commences on October 1st and ends on September 30th.

   Fund Structure.

Fund Type	Number of Individual Funds	Budget – FY 2021
General Fund	1	$19,709,134
Enterprise Funds	4	$30,905,854
Special Revenue Funds	14	$8,544,515
Capital Projects Funds	3	$22,200,073
Debt Service Funds	1	$1,336,124

   NOTE: Other funds and/or component units to be audited may be added throughout the term of the awarded agreement.

3. Component Units.

   The Community Redevelopment Agency (CRA) is an incremental tax district created by City Ordinance pursuant to Florida Statutes Section 163.356. The City Commission serves as the CRA Board. The City Commission approves the budget and expenditures. The City performs the accounting functions for the CRA. The CRA is a blended component of the City classified as major fund.

4. Pension Plans.

   The City of Casselberry maintains a defined benefit retirement system which is a combined plan for Police Officers and Firefighters. The Police/Fire plan is administered by a separate Board of Trustees. The City is responsible for funding liabilities based upon actuarial valuations. General employees participate in a defined contribution plan.

Note: The City's various financial reports are accessible and available from the City's website at: http://www.casselberry.org/434/Comprehensive-Annual-Financial-Report

5. Basis of Accounting.

   a. All Governmental funds are accounted for using the modified accrual basis of accounting.

   b. All Proprietary and Pension Trust funds are accounted for using the accrual basis of accounting.

   c. The City last had a Schedule of Expenditures of Federal Awards for the year ended September 30, 2019. The City's grant volume is inconsistent from year to year and more often than not, the City does not have a Schedule of Expenditures of Federal Awards or Schedule of Expenditures of State Awards. However, should the City experience or incur activity for any of the items outlined herein, the successful proposer shall provide and include the necessary work to include such activity as part of the annual audit.

6. Computer System.

   The City financial application software is the Naviline® platform provided by Central Square Technologies.

B. Scope of Services Minimum Requirements.

The City of Casselberry is seeking a qualified successful proposer to provide services for the preparation and compilation of the City's Annual Comprehensive Financial Report (ACFR) for fiscal years 2021, 2022, 2023, 2024 and 2025; including the basic financial statements, required supplemental information, and notes to the financial statements.

1. The successful proposer will also assist with the preparation of financial statements; including Management Discussion and & Analysis (MD&A) and statistical section and utilizing the ACFR preparation software.
2. The successful proposer will provide journal entries necessary for compliance with Other Post-Employment Benefits (OPEB) GASB 75 and Pension GASB 67 and 68.
3. The successful proposer will assist with audit questions that directly impact the ACFR.
4. The successful proposer will develop a list of required information for the preparation of the ACFR.
5. The successful proposer will ensure the ACFR is prepared in compliance with generally accepted accounting principles (GAAP) for state and local governments and conforms to applicable Government Accounting Standard Board (GASB) pronouncements.
6. The successful proposer will ensure that all requirements for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting are met.
7. The successful proposer will assist the City by providing ACFR implementation and/or support services as needed.
8. The successful proposer will also advise and/or assist the City with the implementation of new GASBs.
9. The successful proposer will work with City staff to adhere to the established audit schedule.

C. Additional Consulting Services.

In addition to the financial services as outlined herein, the City may request that the successful proposer provide additional consulting services outside the performance of the accounting services. The successful proposer will provide an hourly rate for services to be performed outside of Section 2 Scope of Services Minimum Requirements.

D. The Contractor's General Work Plan.

1. The successful proposer will work with the City and the City's auditors to determine the timing of the initial upload of the general ledger and to agree on a timeline for deliverables for each fiscal year. This initial task will also include a discussion with designated City staff to identify any assistance needed with new GASB standards and their application.

2. Actual preparation of the ACFR begins with an upload of the trial balance into the ACFR preparation software mapping to their respective financial statement line. When applicable, new accounts will need to be mapped to the correct account line for both fund level and entity wide statements. The ACFR preparation software entity-wide conversion worksheet tool will be used to input the current year reconciling amounts to arrive to the correct amounts for the entity-wide financial statements. Cash flow statements and the reconciliation statements will be developed independent of the ACFR preparation software, and input via the document editor process.

3. Footnote preparation is done with the successful proposer's assistance. Mapping within the footnotes, statistical section and MD&A will be done by the successful proposer. Updating the footnotes, statistical section, MD&A and the entire introductory section into the ACFR preparation software will be performed by designated City staff. Once these sections are completed, the successful proposer will begin a technical review of the entire document for completeness and alignment with the GFOA Certificate program requirements.

4. The City will also review the ACFR with the City's auditors. Any review comments and suggestions will be discussed with designated City staff and applicable changes made.

E. General Project Schedule.

Month	Task
July or August	Review of ACFR preparation software to determine initial timeline for preliminary general ledger upload.
September	Discussion with City staff and City's auditors to develop timeline for deliverables and any needed technical assistance for new GASB standards.
September – March	Provide needed technical assistance regarding new accounting standards.
December	Prepare a list of items needed for year-end ACFR preparation.
December	Assist the City with mapping of new accounts as needed in ACFR preparation software.
December	Provide City staff with journal entries necessary for compliance with OPEB GASB 75 and Pension GASB 67 - 68
December	Review of fund level statements created by ACFR preparation software for any unmapped accounts or format issues that need to be addressed. Work with ACFR preparation software to address and correct any issues.
December – January	Map data in footnotes. Review and communicate any noted errors or needed corrections to designated City staff. Review revised schedules as deemed necessary.
January	Update entity wide conversion workbook; provide workbook to City staff; determine journal entries that should roll in to the next fiscal year and input amounts to create entity wide statements within the ACFR preparation software.
January	Update mapping of data in statistical section tables within the ACFR preparation software schedules 1 through 4.
January	Map data in MD&A. Once staff has completed MD&A, provide a complete review. Communicate any needed changes.
January-February	Perform a technical review of ACFR for compliance with the requirements of the GFOA Certificate program. Make needed changes.
January-February	Along with the assistance of designated City staff, address any review comments.

RFP-2021-0707 ACCOUNTING SERVICES

Exhibit "B"
Pricing Schedule

RFP-2021-0707 Accounting Services		
Price Proposal Form - Lump Sum		
Item	**Description**	**Lump Sum Fee**
1	ACFR FY 2021 (10/1/2020 - 9/30/2021)	$22,500.00
2	ACFR FY 2022 (10/1/2021 - 9/30/2022)	$23,400.00
3	ACFR FY 2023 (10/1/2022 - 9/30/2023)	$23,400.00
4	ACFR FY 2024 (10/1/2023 - 9/30/2024)	$24,300.00
5	ACFR FY 2025 (10/1/2024 - 9/30/2025)	$24,300.00
	Total RFP Price Submitted:	**$117,900.00**
6	Hourly Rate for Additional Work - Staff*	$60.00
7	Hourly Rate for Additional Work - Executive*	$130.00
*Information purposes ony - not part of the Evaluation Critera.		

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will be abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any on file at the City of Casselberry Procurement and Contract Management Division for the price(s) as set forth herein in the Price Proposal Form. The signatures(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: _Milestone Professional Services, Inc.

Mailing Address: 1970 E. Osceola Pkwy, Suite 350, Kissimmee, Fl 34743

Telephone Number: 352 408-4949 Fax Number: 352 357-7412 E-mail Address: Donna@milestoneps.com

Donna Collins

Authorized Signature | **Donna Collins** (Printed Name) | **FEIN: 57-1238273**

President/Director (Title) | **6/7/21** (Date)

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2021-0707 ACCOUNTING SERVICES

Exhibit "C"
Contractor E-Verify Affidavit

I hereby certify that Milestone Prof Svc does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Memorandum of understanding proof of registration in the E-Verify system is attached to this Affidavit.

Donna Collins

Print Name: Donna Collins

Date: 7/6/21

STATE OF Florida

COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 07/06/2021 by Donna Collins of Milestone Prof. INC., a Florida Corp. corporation, on behalf of the corporation. He/she is personally known to me or has produced FLDL as identification.

[Notary Seal]

Bryan J Bowerman
Notary Public
State of Florida
My Commission Expires 10/07/2024
Commission No. HH 112490

Notary Public

Bryan Bowerman

Name typed, printed or stamped
My Commission Expires: 10/07/2024

Bryan J Bowerman
Notary Public
State of Florida
My Commission Expires 10/07/2024
Commission No. HH 112490

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2021-0707 ACCOUNTING SERVICES

Exhibit "D"
Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Proposer/Contractor Name: Milestone Professional Services Inc.

Mailing Address: 1970 E. Osceola Pkwy Suite 350 Kissimmee Fl 34743

Telephone Number: 352 408-4949 Fax Number: 352 357-7412 E-mail Address: Donna@milstonepps.com

Donna Collins — Donna Collins — FEIN: 57-1238273

Authorized Signatory — Printed Name

President/Director — 7/6/21

Title — Date

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Milestone Prof Svc [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Donna Collins

Print Name: Donna Collins

Date: 8/12/21

STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 08/12/2021 (date) by Donna Elaine (name of officer or agent, title of officer or agent) of milestone prof svc (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced FL DL (type of identification) as identification.

[Notary Seal] Notary Public

Dhrumil Shah

Name typed, printed or stamped

My Commission Expires: 04/15/2023

Notary Public State of Florida
Dhrumil Shah
My Commission GG 285520
Expires 04/15/2023

Legislation Details (With Text)

File #:	21-566	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	8/19/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Ordinance No. 10-2021/2nd and Final Reading: Approving the proposed solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 10-2021 - Establishing Solid Waste Contract and Rates.pdf Ordinance - Exhibit B - Customer Rates with Admin Fees.pdf Service Area Map (Res Garbage Only).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 19, 2021
Agenda Date: September 14, 2021
Prepared By: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Staff recommends the approval on Second Reading an Ordinance approving the proposed solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract.

BACKGROUND:

Article XV of the City Charter requires that franchise agreements be adopted by Ordinance, and the current solid waste franchise is substantially incorporated into Section 9-21 and 9-22 of the City Code. The proposed Ordinance adopts a new solid waste franchise agreement/franchise with Waste Management, Inc. and will replace similar provisions currently incorporated into the City Code.

The City of Cocoa currently provides solid waste services through an existing franchise agreement (agreement) with Waste Management Inc. of Florida (Waste Management). The current agreement began in 2006 and was renewed for its first renewal in 2011 and final five-year renewal in 2016. The expiration date of this agreement is September 30, 2021. At the February 23, 2021, City Council

meeting, the City Council directed staff to negotiate a new contract with Waste Management, the City's current solid waste contractor. As part of these negotiations, the City Council requested for the residential rate between Waste Management and the City to not exceed $17.50. The negotiated residential rate between the City and Waste Management was negotiated to $15.93, meeting the not-to-exceed requirement set forth by the City Council. The City administers the solid waste contract which includes a combination of billing, contract management, receiving and routing concerns and complaints, as well as other administrative services. These administrative services result in an administrative fee that is included within the customer rate, along with a franchise fee as stated in the agreement. Below is a table showing a breakdown of the proposed customer rates, after the fees are incorporated in the cost of service.

	Monthly Rates			
	Current	Proposed	Cost Increase	Percent Increase
Residential	$16.79	$20.25	$3.46	20.61%
Commercial Can	$32.45	$43.12	$10.67	32.88%
Dumpster (per CY)	$24.60	$31.88	$7.28	29.61%

*CY Rate represents a 2 yd dumpster. Fees vary based on dumpster size.

The existing agreement provides the following services:

- Residential and Multiple Dwelling Unit collection and disposal services
  - Household Trash and Garbage twice a week (Monday & Thursday or Tuesday & Friday)
  - Single Stream Recycling once per week (Thursday or Tuesday)
  - Vegetative Waste once per week (Friday or Monday)
  - Bulk Trash and Vegetative Waste as requested by the account holder
  - "Back-Door" service for medically disabled customers

- Commercial Collection and Disposal Services
  - Commercial Trash and Garbage twice per week
  - At an additional fee: Vegetative Waste and Recycling

- City Controlled Property Collection
  - Trash and Garbage twice a week
  - Single Stream Recycling once per week
  - Vegetative Waste once per week
  - Bulk Trash and Vegetative Waste as needed

- Dumpster Service
  - Various Size and Frequency Collection determined by the Waste Management and Account Holder
  - Roll-off/Open Top Container Pull
  - Compactor Pulls

The new agreement will mirror the current services being provided in the existing agreement. The notable changes in the proposed contract are:

- A third solid waste route will take place on Wednesdays and Saturdays for residential service. This will change pickup days for some existing customers. A map is provided as Exhibit B of this agenda item showing the areas. The additional route is required to keep the rates within the recommended increase. Maintaining the current routes would require additional equipment purchases for the contractor and result in rates much higher than the proposed increase.

- Waste Management will have the ability to charge non-compliant businesses with overloaded dumpsters an extra pickup fee after two overages are recorded in a calendar year.

- The basis for Consumer Price Index (CPI) adjustments will be adjusted from the All Urban CPI plus Fuel/Oil Index to the Garbage and Trash (G&T), Series ID CUUR0000SEHG02, (Dec 2003=100) Index with a 3% maximum adjustment per calendar year. The G&T Index has trended between approximately 1.5% and 5% over the last five years.
- All new multiple dwelling unit properties will be treated as commercial properties as it relates to the billing for solid waste services. Existing multiple dwelling unit properties may remain with the same billing structure or elect to transition into a commercial-style billing. The main difference between the new and existing multiple dwelling unit billing is that new properties would be required to utilize dumpster service and pay additional fees related to green waste service. This transition would be subject to City Code requirements for the placement and screening of dumpsters.

- Bulk residential green waste pickups (exceeding three cubic yards) are to be requested through the City of Cocoa Public Works Department. The City will track and transmit these requests to Waste Management for service.

- The agreement will be for a seven-year base term with future extensions to be negotiated upon mutual agreement of each party.

STRATEGIC PLAN CONNECTION:

Improve the City's Image through the removal of unsightly graffiti and waste accumulation.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

City Council approved Ordinance 10-2021 on First Reading to approve the solid waste contract/franchise with Waste Management Inc. of Florida with a 5-0 vote.

City Council directed staff to proceed with a new solid waste franchise agreement with Waste Management Inc. of Florida for solid waste services for customers within the incorporated City of Cocoa at the February 23, 2021, City Council Meeting.

City Council directed staff to continue negotiations for a two-week period with Waste Management for solid waste services at the February 9, 2021, City Council Meeting.

RECOMMENDED MOTION:

Staff recommends the approval on Second Reading an Ordinance approving the proposed solid waste contract/franchise with Waste Management Inc. of Florida to provide residential and commercial solid waste services within the incorporated city limits of the City of Cocoa. Authorize the Mayor, City Manager, and City Attorney to execute all documentation needed to implement the proposed contract.

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ORDINANCE NO. 10-2021

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, APPROVING A SOLID WASTE FRANCHISE AGREEMENT BETWEEN THE CITY OF COCOA AND WASTE MANAGEMENT OF FLORIDA, INC., ATTACHED HERETO; ESTABLISHING SOLID WASTE SERVICE CHARGES AS PROVIDED BY SECTION 9-37 OF THE CITY OF COCOA CODE OF ORDINANCES; PROVIDING FOR ANNUAL INCREASES IN SERVICE CHARGERS EQUAL TO THE CONSUMER PRICE INDEX FOR GARBAGE AND TRASH; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2(b) of the Florida Constitution, municipalities have governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law ("Municipal Home Rule Authority"); and

WHEREAS, Article XV of the City Charter authorizes the City Council to adopt franchise agreements by Ordinance and Section 9-37 of the Cocoa Code provides that the City may establish and collect service charges for inspecting, collecting, hauling and disposing of solid waste, special waste, sludge, construction and demolition debris or any other waste; and

WHEREAS, Ordinance 39-2006, adopted by the City Council on January 9, 2007, adopted a Solid Waste Agreement ("Agreement") between the City and Contractor and awarded Contractor a franchise to provide for the collection and disposal of bulk trash, refuse, vegetative waste, and recyclable materials; and

WHEREAS, the Agreement expires on September 30, 2021; and

WHEREAS, the parties have mutually agreed to execute a new agreement for seven (7) years with mutually agreed upon extensions; and

WHEREAS, the parties mutually agree to the adoption of newly establish rates and contractual terms and obligations between the City and Contractor;

WHEREAS, the City establishes rates between the City and Customer to include Franchise and Administrative Fees;

WHEREAS, the City and Contractor have established automatic annual service and price index charge adjustments to keep pace with the rates and charges the City may owe to the Contractor; and

WHEREAS, the City Council finds that this Ordinance serves a public purpose

and is in the best of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. Incorporation of Recitals. The foregoing recitals are affirmed and incorporated as part of this resolution.

Section 2. Establishment of new Solid Waste Agreement and Rates. The City Council hereby approves the new Solid Waste Agreement between the City of Cocoa and Waste Management Inc. of Florida, attached hereto as Exhibit A, and fully incorporated herein by this reference. The City Council's approval of the new Agreement shall also serve to expressly adopt the rates for solid waste services set forth therein.

Section 3. Establishment of Customer Fees. The City Council hereby approves a continuation of the previously established administrative fees and a franchise fee equal to 10% of the cost of the solid waste service charged to the City by the Contractor on the customer's water bill, as shown as part of Exhibit B.

Section 4. Service Charge Adjustment. Service charges shall be annually adjusted automatically based on the Consumer Price Index for Garbage and Trash (G&T), Series ID CUUR0000SEHG02, (DEC 2003=100) Index with a maximum adjustment of 3% per calendar year.

Section 5. Garbage Only Accounts. Garbage Only accounts that are not affiliated with a specific water account will be assessed a deposit equal to two (2) times the average monthly garage service charge which will be refunded upon termination of the account. Existing Garbage only accounts with excellent credit history, as determined by the Finance Director, will be grandfathered in.

Section 6. Repeal of Prior Inconsistent Ordinances and Resolutions. All ordinances or resolutions or parts of ordinances and resolutions in conflict herewith are repealed to the extent of the conflict.

Section 7. Incorporation into the Code. The City Clerk, in consultation with the City Attorney and Public Works Director, is hereby authorized and directed to incorporate all or portions of the Agreement adopted hereunder into the City Code, Sections 9-21 and 9-22, in a manner similar to the existing provisions under 9-21 and 9-22. Any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical,

typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 8. Severability. Should any section or provision of this resolution, or any portion hereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

Section 9. Effective Date. This Ordinance shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida. However, the new Agreement and rates shall become effective October 1, 2021.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 14th day of September, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Exhibit A – Solid Waste Contract

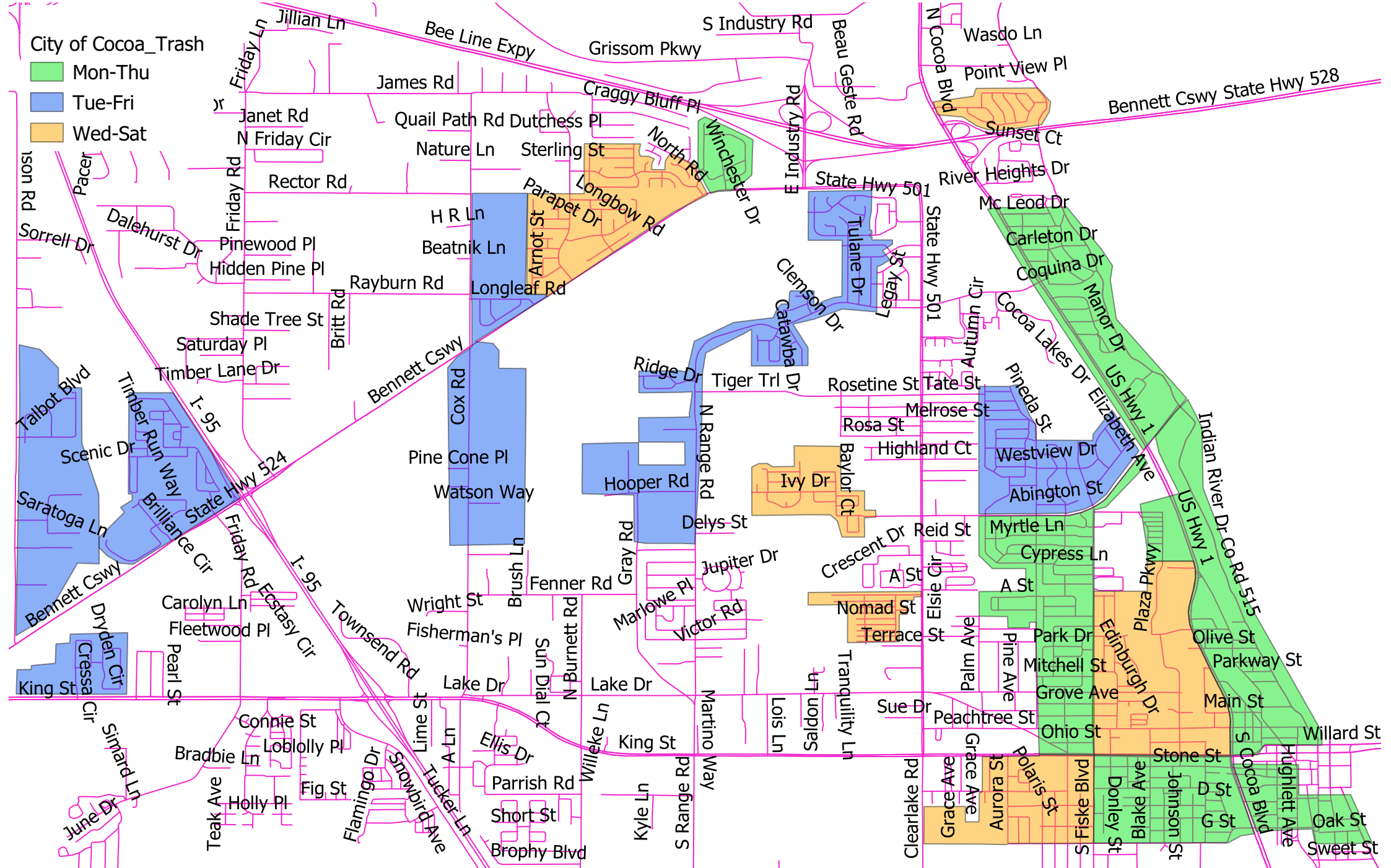
Exhibit B – Customer Rates

Exhibit B

COCOA SOLID WASTE - CUSTOMER RATES				
Size	**Pick ups**	**FY22 Rates**	**FY22 Admin Fee**	**FY22 Franchise Fee**
2	1	$51.65	$6.93	$5.17
2	2	$103.31	$13.84	$10.33
2	3	$154.96	$20.77	$15.50
2	4	$206.61	$27.72	$20.66
2	5	$258.27	$34.66	$25.83
2	6	$309.92	$41.58	$30.99
3	1	$77.48	$10.40	$7.75
3	2	$154.96	$20.77	$15.50
3	3	$232.44	$31.19	$23.24
3	4	$309.92	$41.58	$30.99
3	5	$387.40	$51.97	$38.74
3	6	$464.88	$62.44	$46.49
4	1	$103.31	$13.84	$10.33
4	2	$206.61	$27.72	$20.66
4	3	$309.92	$41.58	$30.99
4	4	$413.23	$55.43	$41.32
4	5	$516.53	$69.28	$51.65
4	6	$619.84	$83.14	$61.98
6	1	$154.96	$20.77	$15.50
6	2	$309.92	$41.58	$30.99
6	3	$464.88	$62.35	$46.49
6	4	$619.84	$83.15	$61.98
6	5	$774.80	$103.93	$77.48
6	6	$929.76	$124.69	$92.98
8	1	$206.61	$27.72	$20.66
8	2	$413.23	$55.43	$41.32
8	3	$619.84	$83.14	$61.98
8	4	$826.45	$110.82	$82.65
8	5	$1,033.07	$138.57	$103.31
8	6	$1,239.68	$166.27	$123.97

Commercial Cans				
1 96 Gal Toter	TWO PICK UPS	$37.50	$1.87	$3.75
Residential	GARBAGE	$8.46	$2.14	$0.85
	RECYCLING	$3.35	$0.46	$0.34
	GREEN WASTE	$4.12	$0.11	$0.42
		$15.93	$2.71	$1.61
Commercial	GREEN WASTE	$25.00	$2.67	$2.50

City of Cocoa Trash Routes
Updated June 2021



Legislation Details (With Text)

File #:	21-571	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Public Hearing
File created:	8/23/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Approve Final Fire Assessment Resolution 2021-082 and the Non-Ad Valorem Assessment Roll for Fire Protection Assessment Fiscal Year 2022. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2021-082 Final Fire Resolution .pdf Affidavit of Mailing Fire Assessment.pdf Fire Assessment Ad Proof.pdf CERTIFICATE to non-ad valorem assessment roll (9-14-21) Mayor.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 23, 2021
Agenda Date: September 14, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve Final Fire Assessment Resolution 2021-082 and the Non-Ad Valorem Assessment Roll for Fire Protection Assessment Fiscal Year 2022.

BACKGROUND:

On May 9, 2006, City Council approved Ordinance 20-2006 (“Ordinance”) that adopted a fire protection assessment to partially fund the provision of fire protection and first response medical services (“rescue”) (collectively “fire protection services”) to properties within the City. Each year as part of the budgeting process, City Council must adopt the fire assessment rate schedule for the upcoming budget year.

In May 2013, the City entered into a contract with Stantec (Burton & Associates, Inc.), to conduct a study for purposes of updating the City’s fire protection assessment using a revised methodology that is based upon the availability of fire protection services to all parcels within City limits and the protection from loss of structures on improved parcels within City limits. In addition, the new methodology was used to develop a rate structure that will partially fund the City’s cost to provide fire protection services consistent with the authority set forth in the Ordinance. The results of the Study and recommendations are reported in the “FY2014 Non-Ad Valorem Fire Protection Assessment Study Final Report” dated August 7, 2013, which was presented to City Council on August 13, 2013.

The Study was updated in July 2015 with the objective to develop an updated methodology that will result in assessment rates that will recover a portion of the full cost of providing fire protection service to properties within the City limits in proportion to the benefit received and to more equitably apportion the cost to vacant properties. Calculations to determine the rate structure include all appropriate costs to operate the City's Fire Department except for distinct costs attributable to emergency medical services, as required by law. Revenue from the fire protection assessment will be utilized to sustain the current level of service and to partially fund construction of new fire stations in future fiscal years.

The Final Assessment Resolution for FY2017 was approved by City Council on September 6, 2016 with the recommendation of a 3% increase to the Fire Assessment rate, which was incorporated into the General Fund Sustainability Analysis. Based on this analysis, it was determined that the rate increase would provide sufficient revenues for projected operations, maintenance costs, and the Fire Department's capital improvement plan.

During the FY2018 Budget Workshop on June 29th, 2017, City Staff presented to City Council, Stantec' s (Burton and Associates) recommendation of a proposed 5% increase to the Fire Assessment rate, which was incorporated into the General Fund Sustainability Analysis. Based on this analysis, it was determined that the rate increase would provide sufficient revenues operations, maintenance costs, and the Fire Department's capital improvement plan. The additional 2% over the projected 3%which equals the proposed 5%, provided for the full amount of debt service incurred for the construction of the City's three (3) fire stations. The original debt service was projected at $425,000 per year; however, after securing the debt the annual debt service amounted to approximately $465,000 per year. On September 5, 2017, City Council approved Final Fire Assessment Resolution 2017-78, with the recommended 5% increase.

At the September 5, 2018 City Council meeting, Staff recommended that the City Council approve the Final Fire Assessment Resolution inclusive of a 3% increase. For the purposes of this non-ad valorem assessment, benefited parcels are all parcels within the jurisdictional limits of the City of Cocoa except for Brevard County public schools, governmental parcels, rivers, lakes, rights-of-way/buffers and other properties exempted by law, agreement, or other lawful action of the City Council. Additionally, parcels, or portions thereof, that are jurisdictional wetlands are exempt from the assessment.

On September 11, 2019 at the City Council Meeting, Staff recommended a 3% increase to Fire Assessment Rates for the FY2020 Budget. The rate increase was approved and the Final Assessment Resolution was Adopted by City Council, which supported 43% of the Fire Departments Budget.

On September 9, 2020 at the City Council Meeting, Staff recommended a 3% increase to Fire Assessment Rates for the FY2021 Budget. The rate increase was approved and the Final Assessment Resolution was Adopted by City Council, which supported 42% of the Fire Departments Budget.

At the July 8, 2021 Budget Workshop, City Council approved the recommendation by Stantec and City Staff, to build in a 3% increase to Fire Assessment Rates within the FY22 Budget. Per Ordinance City Council approve a Preliminary Assessment Resolution 2021-071, on August 10, 2021. After the approval of the Preliminary Assessment Resolution, the City Council is required to hold a Public

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Hearing, in accordance with the Ordinance and Florida Statutes, for purposes of adopting a Final Assessment Resolution formally approving the fire assessment rates. The Final Assessment Hearing is being held tonight, September 14, 2021 at 6:00P.M., in City Council Chambers. The final approved rates are then submitted to the Brevard County Tax Collector for purposes of collecting the fire assessment on the annual non-ad valorem assessment portion of the annual property tax bill, no later than September 15, 2021.

For the purposes of this assessment, the assessment for benefited parcels shall be determined based upon the availability of fire/rescue services to all parcels and the protection from loss of structures on improved parcels.

The current fire protection assessment rates adopted by City Council last year are as follows:

Fiscal Year 2021:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$222.10	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and un-improved non-exempt parcels	$157.03	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$9.84	$13.55

Proposed Fiscal Year 2022 is set forth below:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$228.76	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and un-improved non-exempt parcels	$161.74	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$10.14	$13.55

Annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) to fund fire/rescue services at appropriate levels of service including, but not limited to, providing continued availability of fire insurance at favorable rates due to ISO rating, protection from loss of property due to fire, and preservation of property values by virtue of the availability of fire/rescue services provided by the City of Cocoa.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability is part of the City's strategic plan. The recommended rate structure will recover a portion of the cost of providing fire protection service to properties within the city limits for FY2022 and subsequent years in proportion to the benefit received from the fire protection service provided by the City. Costs not covered by the fire protection assessment must be met by other revenue sources within the General Fund

BUDGETARY IMPACT:

The total amount gross revenue in FY2022 from this proposed fire protection assessment is estimated to be $3.07 million dollars, **which is ~44%** of FY2022 proposed budgeted fire protection services. Fire assessment budgeted at 95%, $2.91 million dollars, **which is ~42%** of the FY2022 proposed budgeted fire protection services.

PREVIOUS ACTION:

On May 9, 2006, City Council approved Ordinance 20-2006 that adopted a fire protection assessment to partially fund the provision of fire protection and first response medical services to properties within the City.

In reliance upon the Ordinance, the City Council has approved an annual fire assessment to fund a portion of the annual Fire Department budget since 2006.

RECOMMENDED MOTION:

Approve Final Fire Assessment Resolution 2021-082 and the Non-Ad Valorem Assessment Roll for Fire Protection Assessment Fiscal Year 2022

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CITY OF COCOA, FLORIDA

FIRE PROTECTON ASSESSMENT
FINAL ASSESSMENT RESOLUTION

RESOLUTION NO. 2021-082

ADOPTED SEPTEMBER 14, 2021

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RESOLUTION NO. 2021-082

A RESOLUTION OF THE CITY COUNCIL OF COCOA, FLORIDA, PROVIDING FOR THE ADOPTION OF THE FINAL ASSESSMENT RATE AND FINAL ASSESSMENT ROLL RELATING TO THE DELIVERY AND FUNDING OF FIRE PROTECTION SERVICES AND FACILITIES WITHIN THE CITY; PROVIDING FOR THE IMPOSITION OF NON-AD VALOREM SPECIAL ASSESSMENTS PURSUANT TO ORDINANCE 20-2006 WITHIN THE ENTIRE AREA OF THE CITY TO FUND FIRE PROTECTION SERVICES AND FACILITIES; ESTABLISHING FIRE ASSESSMENT RATES FOR CITY FISCAL YEAR 2021/2022; ESTIMATING THE FIRE PROTECTION COSTS TO BE RECOVERED THROUGH SUCH ASSESSMENTS; RESTATING THE MAXIMUM ASSESSMENT RATE AND METHOD OF APPORTIONING THE BENEFITS AND COSTS OF FIRE PROTECTION SERVICES AND FACILITIES AMONG AFFECTED REAL PROPERTY PREVIOUSLY ADOPTED BY THE CITY COUNCIL BY RESOLUTION 2015-057; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

ARTICLE I

INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of the City of Cocoa, Florida is adopted pursuant to City Ordinance No. 20-2006, Sections 166.021, 166.041 and 197.3632, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes the Final Rate Resolution as defined in the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance.

As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessed Property" means all Parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the fire protection services, programs or facilities identified or contemplated in this Resolution and included in the Assessment Roll.

"Assessment Study" means the City of Cocoa FY 2016 Fire Protection Assessment Study, dated August 5, 2015, as updated by the FY 2017 Fire Protection Assessment Study, dated July 25, 2016, prepared by Burton & Associates, as updated by the Technical Memorandums prepared by Stantec, dated August 4, 2019, August 9, 2018, August 6, 2019, August 18, 2020, and July 27, 2021 as may be further amended in writing.

"Assessment Ordinance" means City Ordinance No. 20-2006, as may be amended from time to time, or its successor in function.

"City" means the City of Cocoa, Florida.

"City Clerk" means the clerk of the City Council.

"City Manager" means the chief administrative officer of the City, designated by the City Council to be responsible for coordinating Fire Protection Assessments or such person's designee.

"City Council" means the governing body of the City of Cocoa, Florida.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"Tax Parcel" or "Parcel" means a parcel of property to which the Brevard County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. CONFIRMATION OF PRELIMINARY ASSESSMENT RESOLUTION; FINDINGS. The Preliminary Assessment Resolution No. 2021-071 is

hereby ratified and confirmed. In addition, and supplemental to the findings adopted by the City Council in Ordinance No. 20-2006, it is hereby ascertained, determined and declared as follows:

(A) The constant preparedness to provide fire protection services, facilities and programs possesses a logical relationship to the use and enjoyment of real property by: (1) preserving and/or enhancing property values, marketability and ability to develop for all parcels; (2) protecting the value of the improvements and structures through the continual availability of fire control and provision of fire protection and associated rescue services; (3) protecting the life and safety of intended occupants in the use and enjoyment of real property; (4) lowering the cost of fire insurance by the presence of a professional and comprehensive fire protection and associated rescue program within the City; (5) providing protection for uninsured or underinsured property and property owners; and (6) containing the spread of fire incidents, sometimes occurring on unimproved property, with the potential to spread and endanger the value, structures and occupants of nearby property, thereby limiting liability.

(B) The City Council has carefully considered the Assessment Study which describes an apportionment methodology based upon the benefit conveyed by readiness-to-serve availability of fire protection service provided by the City to all parcels (improved and unimproved), and an additional benefit that this availability of service provides to improved property by the protection from the loss of the structures on

improved parcels through the ability to obtain insurance at attractive rates and the ability of the City to respond to and suppress a fire, and has considered the recent decision of the Florida Supreme Court, Morris v. City of Cape Coral, 163 So. 3d 1174 (Fla. 2015), which upheld a similar methodological approach recommended by Burton & Associates that apportioned costs based on the general availability of fire protection services to all property owners in tier 1, and in tier 2, provided the additional benefit to improved property owners of protecting structures from damage.

(C) Readiness to serve apportionment is based upon the premise that real property receives a substantial benefit from the mere presence and availability of on-call fire protection services and facilities. Such benefit is independent of, and enjoyed even in the absence of, a call or need for actual service. A given Tax Parcel is benefited over time by that availability alone, even when that Tax Parcel does not generate a call for service, through increased value and marketability, development potential, heightened use and enjoyment of the property, and reduced insurance premiums.

(D) The City expends substantial and measurable resources each year in maintaining a constant state of availability, readiness and preparedness which is the primary function of the Fire Department. Preparedness costs are generally those incurred in providing the personnel, operations and facilities necessary for continual, around-the-clock readiness to serve fire protection. Aside from annual inflationary adjustments and atypical expenditures necessitated in a given budget cycle, such costs remain relatively

static and unchanged from year to year and are therefore predictable with accuracy across consecutive budget cycles. Preparedness costs are not determined by the nature of an actual fire event or the whether a Tax Parcel is improved or un-improved and are incurred even when the department remains on standby.

(E) Preparedness costs associated with readiness to serve will be incurred without regard to the nature, extent or duration of actual deployments, or the improved or un-improved status of an individual Tax Parcel, and logically apply to every Tax Parcel (or parcel equivalent for un-improved parcels) of real property in the City. However, in the City's current fire assessment rate structure, residential properties are assessed an equal amount per dwelling unit and it was determined to maintain that same feature in the proposed assessment rate structure. Therefore, it was determined that residential dwelling units share in the preparedness costs equally per dwelling unit. Un-improved parcels are converted to parcel equivalents, or parcel equivalent benefit units (parcel EBUs) by dividing the subject parcel's acreage by the average size of improved parcels of the same property class. Preparedness costs are logically related to the number of Tax Parcels/Dwelling Units/parcel EBUs) which, in the aggregate, define the geography of the City and establish the basic service area within which the City must ensure preparedness and readiness to serve. Such preparedness costs are equitably and reasonably shared by all Tax Parcels/Dwelling Units /parcel EBUs on an equal basis since each Tax

Parcel/Dwelling Unit /parcel EBU benefits in a substantially similar degree from the readiness to serve aspect of such costs.

(F) All Tax Parcels/Dwelling Units/parcel EBUs within the City receive a substantially similar special benefit from the availability of fire protection services and facilities provided by the City, because the fire protection resources are maintained throughout the City at the same state of response readiness and availability to all Tax Parcels/Dwelling Units/parcel EBUs.

(G) The City maintains its fire protection resources at a level that provides a response readiness condition to respond to calls for service throughout the City at relatively equal levels of service. When needed, responses are made to calls for service without discrimination as to the property type, location within the City, or any other factors specific to the property requiring the service.

(H) Therefore, all properties, improved and unimproved, receive a special benefit from the very availability of the City's fire protection services and facilities, and improved Tax Parcels also receive an additional special benefit in the protection from the loss of structures on the property afforded by 1) the ability to obtain fire insurance at attractive rates, and 2) the availability of the fire protection services provided by the City to actually suppress a fire and protect the structure(s) on the property from damage and/or loss. The special benefits provided to all Tax Parcels/Dwelling Units/parcel EBUs,

improved and unimproved, by the availability of fire protection services and facilities provided by the City include but are not limited to:

(1) Availability of immediate response to fire,

(2) First responder medical aid to protect the life and safety of occupants,

(3) Containment of liability for emergency incidents on the subject Tax Parcels and the spread of fires to other property,

(4) Enhanced property value, and

(5) Enhanced marketability of and/or ability to develop property.

(I) In addition to the above special benefits that are conferred upon all Tax Parcels/Dwelling Units/parcel EBUs in the City, additional benefits are conferred upon improved Tax Parcels including protection from the loss of structures on the property due to fire by virtue of:

(1) The ability to obtain fire insurance and to obtain that insurance at attractive rates because of the availability of fire protection service, and

(2) Protection of loss of structures provided by the availability of fire suppression service provided by the City.

(J) Accordingly, the apportionment methodology described in the Assessment Study recognizes two tiers of benefit: Tier 1, the simple availability of fire protection service which is available equally without discrimination to all Tax Parcels/Dwelling

Units/parcel EBUs of all types within the City by virtue of the continued state of readiness to provide fire protection service that is maintained by the City, and Tier 2, the protection from the loss of structures on the property provided by the availability of fire protection service by the ability to obtain fire insurance, and the continued state of readiness maintained by the City so that when actual calls for service are received the City can provide fire suppression service to protect property owners from the loss of structures on their property. As with the Tier 1 readiness costs, the Tier 2 costs for the structure value on all improved residential parcels is allocated equally per dwelling unit to all dwelling units on those parcels; thus the combined Tier 1 costs per dwelling unit plus the Tier 2 costs per dwelling unit result in a uniform, equal assessment rate per dwelling unit for all dwelling units on improved residential parcels.

(K) The fixed, non-discretionary costs of the Fire Department comprising Tier 1 are generally the personnel costs that must be incurred independent of the number of calls for service (which are total personnel costs less the portion of personnel costs involved in actually responding to calls for service) plus lease payments and capital expenses. The Assessment Study has determined that such Tier 1 costs represent approximately 60% of total fire protection costs.

(L) Tier 2 costs associated with protection from loss of structures on property include all other costs that are not included in Tier 1. Such Tier 2 costs include the portion of personnel costs involved in actually responding to calls for service, plus other costs

that are incurred relative to variable drivers such as fuel, equipment maintenance, and other operating costs. The Assessment Study has determined that such Tier 2 costs represent approximately 42% of total fire protection costs.

(M) Improved properties benefit from the protection from loss of the structures on the Tax Parcels. The protection from the loss of the structures due to fire is best represented by the protection from the loss of the investment in the structure(s) or the avoidance of the cost of replacing the structure(s) on the property. This protection from loss is conferred on such Tax Parcels by the availability of the fire protection services provided by the City either through the ability to obtain fire insurance or by the ability of the City to provide actual fire suppression services, whether or not a request for service is ever received.

(N) The actual investment or replacement cost of the structure(s) on the Tax Parcels in the City is not readily available and would require inordinate resources to determine and maintain over time. However, the structure values on tax parcels analyzed annually pursuant to state law and kept in the County Property Appraiser's database are readily available and are the best data reasonably available as a surrogate representation of the relative investment or replacement cost of structures on each Tax Parcel in the City as compared to the investment or replacement cost of structures on all Tax Parcels in the City. Therefore, it is appropriate to apportion the costs associated with

Tier 2 based upon the relative value of structures on improved Tax Parcels as contained in the Property Appraiser's database.

(O) Apportionment associated with Tier 2 based upon structure value inherently addresses the higher and proportionate benefit accruing to properties facing potentially greater financial loss in the event of fire incident and is a direct and logical means to allocate the costs and benefits of fire protection services and facilities associated with Tier 2.

(P) Besides cost and efficiency advantages associated with relying upon a publicly maintained database for apportionment metrics, a methodology utilizing structure value is advantageous because it is uniform across all Tax Parcels in its application of value as a proxy for measuring and allocating the relative benefit conveyed to each improved Tax Parcel. Tax Parcels with similar structure value are assessed with proportionate fairness, and the methodology provides an internal system of controls which is self-correcting in that valuation may change over time according to improvements, redevelopment and other factors and such changes in value will be addressed automatically each subsequent year in accordance with the latest structure value determined by the Property Appraiser. In Morris v. City of Cape Coral, 163 So. 3d 1174, 1179 (Fla. 2015), the Florida Supreme Court found that the "use of property appraiser's structure value is reasonable because the property appraiser is statutorily required to use replacement cost to determine this value."

(Q) Utilizing improvement value as one factor among several considered in a given methodology is fair, reasonable and equitable since the resulting assessments form a logical valuation base against which the special benefits and costs may be multiplied or determined.

(R) In the City's current fire assessment rate structure, residential properties are assessed an equal amount per dwelling unit. It was determined to maintain that same feature in the proposed assessment rate structure. Therefore, the assessment rate per residential dwelling unit was calculated as the sum of the Tier 1 costs for all improved residential parcels plus the Tier 2 costs for all residential parcels divided by the total number of dwelling units on all improved residential parcels to derive the average assessment per dwelling unit.

(S) The two-tiered apportionment methodology relies upon the property database maintained by the Property Appraiser in the normal course of performing his or her constitutional responsibilities. The database indicates the number of Tax Parcels within the City, each Tax Parcel's status as improved or unimproved, and the structure or improvement value associated with each. The number of Tax Parcels and structure value are updated by the Property Appraiser as properties within the City develop or combine, split or subdivide. Therefore, the fire assessments will be essentially self-correcting as the assessment roll is updated each year and unimproved Tax Parcels upon which structures have been constructed are reclassified as improved Tax Parcels and their

assessments are adjusted accordingly. Furthermore, this database can be accessed from year to year without extraordinary effort or cost to the City and provides a stable, reliable, reasonably accurate and cost-effective basis for annual administration and updating of the assessment program.

(T) Use of such publicly maintained data avoids duplication of efforts and the ongoing expenses associated with the City developing and maintaining apportionment metrics on its own, thereby resulting in cost-efficient administration and use of public resources. The City avoids expending substantial resources in determining the factors upon which the methodology is based and administered over time because it relies upon the database developed, compiled and maintained by the Property Appraiser each year during the course of performing his or her constitutional responsibilities, at no additional cost to the Property Appraiser or the taxpayers of the City.

(U) Furthermore, if the owner of Assessed Property owner felt in any given year that the benefit to their Tax Parcel was inequitable, there is an appeal process already in place and administered by the countywide value adjustment board by which to seek remedy. If the value adjustment board or Property Appraiser, through existing statutory procedures, reduces the structure valuation associated with a given Tax Parcel, the fire assessment would likewise be reduced, automatically, as the annual assessment roll is updated with no further effort required by the property owner - an additional example of the self-correcting, equitable and cost-efficient nature of the methodology.

Additionally, the City has also established an administrative appeal process to hear inequitable claims made by an owner of vacant Assessed Property pursuant to Resolution No. 2013-143.

(V) The City is not required to fully fund any given essential service or improvement cost through a special assessment. So long as the application of funds is for a public purpose and funds are legally available, the City may determine to fund all or a portion of an essential service or improvement, such as fire protection services and facilities, with general fund or other legally available revenues. The determination as to whether to contribute such other legally available revenues, and how much to contribute, lies solely in the discretion of the City Council.

(W) Stated in the alternative, there is no requirement that the City impose an assessment for the maximum amount of the budget which can be funded by special assessments. The City Council may annually determine as a matter of public policy and tax equity to impose Fire Protection Assessments at a rate less than necessary to fund all or any specific portion of the Fire Protection Assessed Costs. Costs incurred in providing fire protection services and facilities not otherwise funded through Fire Service Assessments may be paid with general fund or other legally available revenues. Such legally available revenues as a matter of policy may be applied exclusively to any tier or class of budget allocation or expense otherwise funded by a special assessment, in part to one tier or class of any budget allocation or expense, or in any combination thereof, and maintain the

validity of the apportionment. The flexibility is implemented through a policy and legislative determination employed through careful adherence to case law, statutory law, and the State Constitution, as well as the exercise of annual budget responsibility, discretion and equity vested in the City Council. However, in no event shall any annual rate of Fire Protection Assessment exceed the maximum assessment rate previously noticed to the affected land owners without further notice and public hearing pursuant to the Assessment Ordinance.

(X) The findings and legislative determinations contained herein are premised upon information, input, analysis and review from City staff, officials and experts, and public comment, as well as careful consideration by the City Council. A combination of the foregoing yields a reasoned apportionment methodology premised upon the two distinct tiers or classes of apportionment allocation described herein. The two tiers, when used together, provide a legal, flexible and equitable means for the City to fairly and reasonably allocate assessable benefits and costs among Assessed Property in the City.

(Y) The apportionment among Tax Parcels of a portion of the City's annual budget for fire protection services, facilities and programs necessary for providing the continual readiness to provide fire protection is hereby determined to be a fair and reasonable means to annually allocate and share the benefits and costs associated therewith.

(Z) The benefits derived from the continual readiness to provide fire protection services, facilities and programs as to each Tax Parcel subject to the Fire Service Assessments

equal or exceed the amount of the special assessments levied and imposed hereunder. The Assessment for any Tax Parcel within the City in employing such an approach also does not exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel so assessed within the City.

(AA) The City Council hereby finds and determines that the Fire Protection Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding fire protection services and facilities by fairly and reasonably allocating a portion of the costs associated therewith among specially benefited property.

(BB) The City Council also recognizes and finds that the City of Cocoa's fire assessment was recently validated on August 18, 2016 by the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida in case No. 05-2016-CA-025719 for purposes of securing funding for the construction of three new fire stations.

ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED FIRE PROTECTION ASSESSED COST.

(A) The estimated Fire Protection Assessed Cost to be recovered through Fire Protection Assessments for the Fiscal Year commencing October 1, 2021, is approximately $2.91 million. The Fire Protection Assessed Cost will be funded through the imposition of Fire Protection Assessments, as provided herein.

SECTION 2.02. ASSESSMENT ROLL. The Preliminary Assessment Roll, which was approved by Resolution No. 2021-071, and which is currently on file with the City Clerk and incorporated herein by this reference, is hereby approved, as may have been expressly directed by the City Council to be modified during the hearing at which this Resolution was adopted by the City Council. The Assessment Roll shall include all Tax Parcels within the City which are not otherwise exempted from payment of the Fire Protection Assessments hereunder.

ARTICLE III

ASSESSMENTS

SECTION 3.01. FIRE PROTECTION ASSESSMENTS TO BE IMPOSED THROUGHOUT CITY. Fire Protection Assessments are to be imposed throughout the entire area contained within the boundaries of the City in accordance with the Assessment Ordinance and the Final Assessment Resolution.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Fire Protection Assessments shall be imposed against property located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Fire Service Assessment for each Fiscal Year shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county,

district or municipal taxes and other non-ad valorem assessments until paid, as provided in the Assessment Ordinance and in accordance with Florida law.

SECTION 3.03. APPORTIONMENT.

(A) The Assessment Study is hereby ratified and incorporated herein in its entirety. The apportionment method set forth therein is hereby ratified as the apportionment method for the Fire Protection Assessments authorized by this Resolution. The Final Assessment Rates for Fiscal Year 2021-2022, which are set forth in the following rate schedule, are hereby levied and imposed on all Tax Parcels described in the Assessment Role as follows:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$228.76	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)*	All improved and un-improved non-exempt parcels	$161.74	$216.45
Protection from Loss of Structures	Per $5,000 of structure value (Structure EBU) rounded down to the nearest $5,000.	Improved non-exempt parcels	$10.14	$13.55

* The minimum size per parcel equivalent was determined to be 5 acres based upon an evaluation of the range of size of developed parcels. Thus, it was determined that un-improved properties will be converted to EBU by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres/EBU to determine the number of EBUs for the parcel.

(B) The Maximum Assessment Rate for the residential and non-residential assessment set forth in the rate schedule were previously approved by the City Council

by Resolution No. 2015-057 and are hereby being restated and shall continue to be the maximum rate for this next and all subsequent City fiscal years until otherwise modified by the City Council.

(C) Based upon the projections concerning net revenue requirements set forth in the Assessment Study, the Assessment Roll for subsequent Fiscal Years may reflect increases in the assessment rates up to and including the maximum rates presented in the rate schedule in Section 3.03.(A).

(D) The amount of the annual Fire Protection Assessment imposed against Assessed Property may include a pro rata share of the costs and expenses associated with collection and administration of the Fire Protection Assessments each year.

(E) It is hereby ascertained, determined, and declared that the method of determining the Fire Protection Assessments as set forth in this Final Assessment Resolution is a fair and reasonable method of apportioning the Fire Protection Assessed Cost among Assessed Property.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Fire Protection Assessments shall be utilized for the provision of fire protection services and facilities. In the event there is any fund balance remaining at the end of the 2021/2022 Fiscal Year, such balance shall be carried forward

and thereafter used only to fund fire protection related services, facilities, improvements and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS. Fire Protection Assessments for the 2021/2022 Fiscal Year shall be collected pursuant to the direct billing method provided for in the Assessment Ordinance, and each year thereafter pursuant to the Uniform Assessment Collection Act as provided for in the Assessment Ordinance, unless otherwise determined by the City Council.

SECTION 3.06. EXEMPTION.

(A) Tax Parcels assigned the following Florida Department of Revenue property use codes (DOR codes) by the Property Appraiser are not subject to the Fire Protection Assessment contemplated hereunder; provided, however, that the costs associated with the exemption of such Tax Parcels shall be funded through other legally available revenues of the City and not through Fire Protection Assessments imposed hereunder.

DOR Code	DOR Description	Parcel Count
465	CONDOMINIUM - MISCELLANEOUS (NOT COVERED	59
499	NON-TAXABLE CONDOMINIUM COMMON AREA	60
8010	SCHOOL (PUBLICLY OWNED) - VACANT	1
8020	COUNTY OWNED LAND - VACANT (THAT DOES	5
8040	HOUSING AUTHORITY - VACANT	13
8060	STATE OWNED LAND - VACANT (THAT DOES NOT	15
8080	MUNICIPALLY OWNED LAND - VACANT (THAT	78
8300	SCHOOL (PUBLICLY OWNED) - IMPROVED	7
8400	COLLEGE	1
8610	COUNTY OWNED LAND - IMPROVED (THAT DOES	6
8640	BREVARD COUNTY-OWNED (AGENCY OTHER THAN	1
8660	HOUSING AUTHORITY - IMPROVED	37
8710	STATE OWNED LAND - IMPROVED (THAT DOES	4
8810	FEDERALLY OWNED LAND - IMPROVED (THAT	1
8910	MUNICIPALLY OWNED LAND - IMPROVED (THAT	33
9105	LOCALLY-ASSESSED RAILROAD PROPERTY	14
9170	WATER & SEWER SERVICE	3
9400	RIGHT OF WAY STREET, ROAD, ETC - PUBLIC	-
9410	RIGHT OF WAY STREET, ROAD, ETC - PRIVATE	1
9499	ASSESSMENT ARREARS	-
9500	RIVERS AND LAKES	1
9510	SUBMERGED LANDS	2

However, one parcel with a 9105-land use code may be assessed because a building is constructed on the parcel. In addition, vacant (un-improved) parcels that contain jurisdictional wetlands are not assessed for the portion of the parcels that are wetlands as those portions do not receive material benefit from fire protection service and those portions are considered to be exempt from the fire protection assessments.

(B) Tax Parcel classifications indicative of special designations used by the Property Appraiser for recordkeeping purposes which do not represent actual or assessable Tax Parcels are not subject to the Fire Protection Assessments contemplated hereunder (e.g. header records).

(C) Notwithstanding anything herein to the contrary, the City Council reserves the right and ability in the future to impose Fire Protection Assessments against Tax Parcels determined to be exempt hereunder to the extent permitted by law or otherwise in the event required or directed to do so by a court of competent jurisdiction.

3.07 EFFECT OF FINAL RESOLUTION. The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented herein and in the Preliminary Assessment Resolution including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property; the method of apportionment and assessment; the initial rate of assessment; the levy and lien of the fire protection assessment; the method by which the assessments will be computed, the Assessment Roll, and the Maximum Assessment Rate unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action on this Final Assessment Resolution. However, this Section shall not be construed or interpreted as conflicting with or abrogating the provisions of Section 75.09, Florida Statutes, that provides that the City's bond validation judgment shall forever be conclusive as to all matters adjudicated against the City and all parties affected thereby, including all property owners, taxpayers and citizens of the City, and all others having or claiming any right, title or interest in property to be affected by the issuance of said bonds, certificates or other obligations, or to be affected in any way thereby, and the validity of any future City bonds, certificates or other obligations or of any taxes,

assessments or revenues pledged for the payment thereof, or of the proceedings authorizing the issuance thereof, including any remedies provided for their collection, shall never be called in question in any court by any person or party. In addition, nothing contained in this Section shall be construed as prohibiting the City from presenting any legal arguments that actions filed against the validity or effectiveness of the City's fire assessment have been waived, estopped, forfeited or bared by the actions or inactions of any plaintiff, previous legal actions or the passage of time.

3.08 DELIVERY TO TAX COLLECTOR. The Assessment Roll, as approved by this Final Assessment Resolution, shall be delivered to the Tax Collector by the City Manager or his designee, as required by the Uniform Assessment Collection Act.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict. However, nothing herein is intended to repeal or modify the administrative appeal process for vacant (unimproved) land which is set forth in Resolution No. 2013-143. Upon adoption of the 2021/2022 Final Assessment Resolution, Resolution No. 2013-143 shall be deemed supplemental to the 2021/2022 Final Assessment Resolution subject to severability as set forth in Section 3(b) of Resolution No. 2013-143.

SECTION 4.02. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 4.03. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 14th day of September, 2021.

CITY COUNCIL OF
COCOA, FLORIDA

By: _____
Michael C Blake., Mayor

Attest:

By: _____
Carrie Shealy, MMC, City Clerk

APPENDIX A

PROOF OF PUBLICATION

APPENDIX B

AFFIDAVIT OF MAILING

AFFIDAVIT OF MAILING

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared Rebecca J. Bowman, City of Cocoa Finance Director, whose business address is 65 Stone Street, Cocoa, Florida after being duly sworn, deposes and say:

I, Rebecca J. Bowman, have been designated by the City Manager of Cocoa, Florida, to mail the notices required by Section 2.05 of Resolution No. 2021-071, adopted by the City Council of Cocoa, Florida on August 10, 2021 (the "Preliminary Assessment Resolution"). On or before August 24, 2021, I mailed or directed the mailing of fourteen notices in accordance with Section 2.05 of the Preliminary Assessment Resolution by first class mail, to each owner of property within the City of Cocoa Fire Assessment Area who was required to receive such notice in conformance with the requirements of Ordinance No. 20-2006, enacted by the City Council of Cocoa, Florida, at the address shown on the real property assessment tax roll maintained by the Brevard County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.

Rebecca J. Bowman,
Finance Director
City of Cocoa

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by Rebecca Bowman, Finance Director of the City of Cocoa, Florida who is ✓ personally known to me or ____ who has produced _____as identification and did take an oath.

MONICA R. ARSENAULT
Commission # GG 985789
Expires June 16, 2024
Bonded Thru Budget Notary Services

Notary Signature and Stamp

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA TE
65 STONE ST
COCOA, FL 32922
ATTN CARIE SHEALY

STATE OF FLORIDA COUNTY OF BREVARD

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

as published in **FLORIDA TODAY** in the issue(s) of

8/18/2021

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 18th day of August, 2021 by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

5.15.23

My commission expires

NANCY HEYRMAN
Notary Public
State of Wisconsin

Publication Cost: $1,018.08
Ad No: GCI0707703
Customer No: CIT180
PO#: PUBLIC NOTICE

NOTICE OF HEARING TO ADOPT NON-AD VALOREM FIRE PROTECTION ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Fire Protection Assessment non-ad valorem assessment rates to continue funding the provision of Fire Protection Services to properties within the City pursuant to Ordinance 20-2006 previously adopted by the City Council in 2006. The proposed updated rates will not exceed the maximum rate per EBU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Fire Protection Assessment and will not be in addition to the current Fire Protection Assessment. Additionally, the City's Fire Protection Assessment was previously validated and held to be lawful by the Circuit Court of the Eighteenth Judicial Circuit, Florida, in Case No. 05-2016-CA-025719.

The public hearing will be held on September 14, 2021, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Final Assessment Resolution and receiving public comment on the proposed assessment. All affected property owners have a right to attend and speak at the hearing and to file written objections and/or comments with the City Council within 20 days of this notice. If a person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing.

The non-ad valorem assessment will fund a portion of the cost of the provision of essential services relating to fire protection service within the City. A more specific description of the services is set forth in the Preliminary and Final Assessment Resolutions being considered for adoption by the City Council pursuant to Ordinance 20-2006. Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

Upon authorization of the non-ad valorem Fire Protection Assessment for fiscal year 2021/2022 and thereafter, the fire protection non-ad valorem assessment will be billed by and collected by the Brevard County Tax Collector on the ad valorem tax bill to be mailed in November. In accordance with the tax bill collection method authorized by Section 197.3632, Florida Statutes, failure to pay this or any non-ad valorem assessment will cause a tax certificate to be issued against the property which may result in a loss of title to real property that is subject to the non-ad valorem assessment.

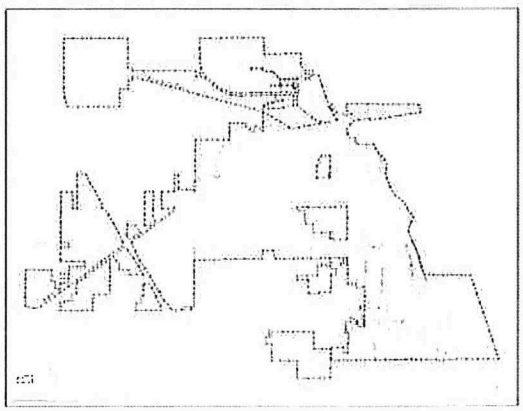
For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for Brevard County public schools, governmental parcels, rivers, lakes, rights-of-way/buffers and other properties exempted by law, agreement, or other lawful action of the City Council. In addition, parcels, or portions thereof, that are jurisdictional wetlands are exempt from the assessment. For the purposes of this assessment, the assessment for benefited parcels shall be determined based upon the availability of fire/rescue service to all parcels and the protection from loss of structures on improved parcels and the rate schedule is as follows:

Benefit Tier	Equivalent Benefit Unit (EBU)	Applicable to	Rate per EBU (1)	Maximum Rate per EBU
Residential total assessment	Per Dwelling Unit	Improved non-exempt residential parcels	$228.76	$306.12
Non-residential: Response Readiness Availability	• Improved Property - Per parcel • Un-improved Property - Per parcel or parcel equivalent (Parcel EBU)	All improved and un-improved non-exempt parcels	$161.74	$216.45
Protection from Loss of Structures	Per $5,000 of structure value, rounded down to nearest $5,000. (Structure EBU)	Improved non-exempt parcels	$10.14	$13.55

(1)Parcel EBU is the Tier 1 equivalent benefit unit representing a parcel for improved parcels and a parcel equivalent (EBU) for un-improved parcels. Un-improved parcel EBUs are determined by rounding down the acreage of the parcel to the nearest 5 acres and dividing by 5 acres to determine the number of EBUs for the parcel.

In addition, annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) to provide fire/rescue services at appropriate levels of service including, but not limited to, providing continued availability of fire insurance at favorable rates, protection from loss of property due to fire, and preservation of property values by virtue of the availability of fire/rescue services provided by the City of Cocoa. The total amount of revenue to be collected by the City of Cocoa in FY 2021/2022 under the non-ad valorem assessment program is estimated to be approximately $3.07 million.

If you have any questions, please contact Lora Howell, Deputy Finance Director, at (321) 433-8611, Monday through Friday between 8:00 a.m. and 5:00 p.m.



CITY COUNCIL
CITY OF COCOA, FLORIDA

FT-CCI0707675-01

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that I am the Mayor of the City of Cocoa or authorized agent of the City of Cocoa, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for fire protection services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above-described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Brevard County Tax Collector by September 15, 2021.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Brevard County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 14th day of September, 2021.

CITY OF COCOA, FLORIDA

_____

Michael C. Blake, Mayor
Mayor

Legislation Details (With Text)

File #:	21-572	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Public Hearing
File created:	8/23/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Accept Stantec's FY 2021 Stormwater Rate Study Update and Approve the Final Stormwater Assessment Resolution # 2021-083, and the Non-Ad Valorem Assessment for Stormwater Utility Services, Fiscal Year 2022. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2021-083 Final Stormwater Assessment Resolution.pdf Affidavit of Mailing Stormwater Assessment.pdf Stormwater Ad Proof.pdf CERTIFICATE to non-ad valorem assessment roll.pdf fy21_cocoa_stmwtr_final_report_20210908.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 23, 2021
Agenda Date: September 14, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Accept Stantec's FY 2021 Stormwater Rate Study Update and Approve the Final Stormwater Assessment Resolution # 2021-083, and the Non-Ad Valorem Assessment for Stormwater Utility Services, Fiscal Year 2022.

BACKGROUND:

In 1992, the City of Cocoa established a Stormwater Utility Fee (City Ordinance, Sec. 22-85), to fund operating and capital projects and to maintain the City's drainage, ditches, swales, piping, inlets, manholes, and retention/detention ponds. At that time, a complete evaluation of all pervious and impervious surfaces, on non-residential and undisturbed parcels within the City limits, resulted in the development of a calculation inclusive of both surfaces. Residential properties assigned a Single-Family Unit (SFU) rate, for parcels, under 5 acres and residential properties over 5 acres were inclusive of a pervious surface component and multi-family residential units assigned the (SFU) rate per unit.

December of 2018, the City contracted with Stantec Consulting, to develop a 10-year financial plan for the Stormwater Fund. City Staff provided our consultant with audited FY 2018 financial

information and the amended FY 2019 budget, to assist with the 10-year financial plan modeling. Mead and Hunt, one of the City's engineering firms, was simultaneously evaluating capital and water quality needs and developing a 10-year work plan for the stormwater utility, including new regulatory requirements for the Indian River Lagoon.

At the May 14, 2019 Stormwater Utility Workshop, Stantec presented to City Council a change in methodology on the calculation and collection of fees for the Stormwater Utility. Industry supports basing Stormwater rates on impervious surface only, and not including pervious surface in the calculation, which is a complete departure from the current methodology in our Utility database. A comprehensive evaluation of the impervious surface, utilizing the Brevard County Property Appraisers Data, on all non-residential parcels inside the City limits of Cocoa, presented to City Council at this workshop. Also presented to City Council was the average impervious surface for residential properties. At the Workshop, the direction from City Council was to also validate all residential properties impervious square surface, and develop a more equitable tiered rate structure.

During the workshop, a discussion on the current method of collection ensued as there are two primary issues using the Utility Fee method of collection. A shortfall in revenue, due to vacancies/turn-over of commercial and residential properties, creating inactive utility accounts not billing for stormwater service, and the mapping of a parcel with a utility account. Example: A larger commercial parcel (strip-mall) may have ten (10) utility accounts associated with it. It is challenging and not always equitable, to assign a utility fee to each unit. In addition, if the units are vacant, the parcel is not paying for its share of the stormwater benefit they are receiving. Direction from City Council was to continue to move forward with the Uniform Method of Collection as an Assessment, verses staying with the Utility Fee method.

On June 26, 2019, the first reading of Ordinance No. 10-2019, Home Rule Stormwater Special Assessment was presented to City Council, to utilize special assessment procedures. The Ordinance approved by City Council and the second and final reading held on and approved, July 10, 2019.

On August 28, 2019, an Initial Assessment Resolution No. 2019-069, was approved by City Council as required by Ordinance. After the approval of the Initial Assessment Resolution, a Public Hearing was held on September 11, 2019, in accordance with the Ordinance and Florida Statues, for the purposes of formally adopting the Final Assessment Resolution No. 2019-071. At this time, the Stormwater rates were removed from the Utility Bills September 30, 2019.

At the July 8, 2021 Budget Workshop, City Council approved the recommendation by Stantec and City Staff, to build in a 4.5% increase to Stormwater Rates within the FY 2022 Budget. Per Ordinance, it is required that the City Council first approve a Preliminary Assessment Resolution, which was done at the August 10, 2021 meeting, Resolution 2021-072. After the approval of the Preliminary Assessment Resolution, the City Council is required to hold a Public Hearing, in accordance with the Ordinance and Florida Statutes, for purposes of adopting a Final Assessment Resolution formally approving the stormwater assessment rates. The Final Assessment Hearing in being held tonight, September 14th, 2021 at 6:00P.M., in City Council Chambers.

The current Fiscal Year 2021 stormwater assessment rates, adopted by City Council last year are as follows:

FY 2021 Assessment Rates for Single Family Parcels (up to three units)

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. impervious area
$78.43	$120.67	$209.97

The Proposed Fiscal Year 2022 Rates, inclusive of a 4.5% increase are as follows:

FY 2022 Assessment Rates for Single-Family Parcels (up to three units)		
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. impervious area
$81.96	$126.10	$219.42

The final approved rates are submitted to the Brevard County Tax Collectors for the purpose of collecting the stormwater assessment on the annual non-ad valorem assessment portion of the 2021 annual property tax bill, no later than September 15, 2021.

For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that was calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a Single-Family parcel). The annual assessment to each parcel is then determined by multiplying $126.10 (as presented in the table below), which represents the stormwater assessment per ERU, by the number of ERUs for each non-single-family parcel.

FY 2022 Assessment Rate for Non-Single-Family Parcels
$126.10 Per ERU

The revenue sufficiency study updated and conducted this Fiscal Year, indicate the need for a 4.5% increase to the Stormwater Assessment Rates in FY 2022 instead of 9% annual adjustments as with previous years, 4.5% increase FY 2023 and 3% increase each year thereafter. The maximum residential assessment for Tier 1, $102.09, Tier 2, $157.06 and Tier 3, $273.29, with the maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

STRATEGIC PLAN CONNECTION:

Fiscal sustainability is part of the City's strategic plan. By creating the 10-year Financial Model, the City provides an equitable rate and method of collection.

Additionally, during the City Council - Leadership Retreat and planned for the upcoming revisions to the Strategic Plan is City Council consensus to address the issue of Infrastructure (and specifically proactively managing and maintaining it) in the revised Strategic Plan.

BUDGETARY IMPACT:

The estimated gross Stormwater Assessment Revenue and Tax Certificates to be collected for Fiscal

Year 2022 is $1.83 million dollars.

PREVIOUS ACTION:

January 18th and 25th and February 1st and 8th 2019 - Advertised in the Florida Today Newspaper a Resolution of Intent, to change the method of collection to one of a Uniform Method of Collection, in pursuant to section 197.3632(3)(a) of Florida Statues and the Municipal Home Rule Powers Act.

February 13, 2019, 6:00 - Held a Public Hearing on the Resolution of Intent, to allow the use of the Uniform Method of Collection, pursuant of section 197.3632 of Florida Statues. Allow the City Manager, to enter into negotiations with the Brevard County Property Appraiser and Brevard County Tax Collectors Office to bill the assessment, should the 10-year financial model deem it prudent.

May 14, 2019 6:00 - Stormwater Utility Workshop, with Mead and Hunt, Stantec Consulting, City Staff, City Council, and the Public.

May 24, 2019 - The City of Cocoa entered into agreement with the Brevard County Tax Collector and Brevard County Property Appraiser, to bill the Non-Ad Valorem Assessment, previously approve by City Council on February 13, 2019.

June 26, 2019 - First Reading of Ordinance 10-2019: Home Rule Stormwater Special Assessment, advertised in Florida Today June 6, 2019.

July 10, 2019 - Final Reading of Ordinance 10-2019: Home Rule Stormwater Special Assessment, advertised in the Florida Today newspaper June 20, 2019.

August 23, 2019 - First Class mailing to all affected parcels, with the date, time and place of the reading of the Initial Assessment Resolution as well as the stormwater assessment rate/charge.

August 23, 2019 - Advertise in the Florida Today Newspaper, the date, time and place of the reading of the Initial Assessment Resolution as well as the stormwater assessment rate.

August 28, 2019 - Initial Assessment Resolution No. 2019-069 Adopted by City Council for FY20.

September 11, 2019 - Final Assessment Resolution No. 2019-071 Adopted by City Council for FY20.

August 26, 2020 - Preliminary Assessment Resolution 2020-194 Adopted by City Council for FY21.

September 9, 2020 - Final Assessment Resolution No. 2020-196 Adopted by City Council for FY21.

August 10, 2021- Preliminary Assessment Resolution No. 2021-072 Adopted by City Council for FY22.

RECOMMENDED MOTION:

Accept Stantec's FY 2021 Stormwater Rate Study Update and Approve the Final Stormwater Assessment Resolution # 2021-083, and the Non-Ad Valorem Assessment for Stormwater Utility

Services, Fiscal Year 2022.

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CITY OF COCOA, FLORIDA

STORMWATER ASSESSMENT
FINAL ASSESSMENT RESOLUTION

ADOPTED September 14, 2021

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RESOLUTION No. 2021-083

A RESOLUTION OF THE CITY COUNCIL OF COCOA, FLORIDA, RELATING TO STORMWATER SERVICES, FACILITIES AND PROGRAMS; PROVIDING FOR THE IMPOSITION OF NON-AD VALOREM SPECIAL ASSESSMENTS PURSUANT TO ORDINANCE 10-2019 WITHIN THE ENTIRE AREA OF THE CITY TO FUND STORMWATER SERVICES, FACILITIES AND PROGRAMS; ESTABLISHING STORMWATER ASSESSMENT RATES FOR CITY FISCAL YEAR 2021/2022; DIRECTING THE CITY MANAGER TO PREPARE A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED SPECIAL ASSESSMENTS; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

ARTICLE I

INTRODUCTION

SECTION 1.01. AUTHORITY. This Resolution of the City of Cocoa, Florida is adopted pursuant to City Ordinance No. 10-2019, Sections 166.021, 166.041, 197.3632, and 403.0893, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes the Final Assessment Resolution as defined in the Assessment Ordinance. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessed Property" means all Parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the stormwater services, programs or facilities identified or contemplated in this Resolution and included in the Assessment Roll.

"Assessment Study" means the City of Cocoa Stormwater Rate Study – Final Report prepared by Stantec Consulting Services, Inc., dated August 26, 2019, as updated by Stantec Consulting Services, Inc. on August 20, 2020 and September 8, 2021.

"Assessment Ordinance" means City Ordinance No. 10-2019, as may be amended from time to time, or its successor in function.

"City" means the City of Cocoa, Florida.

"City Clerk" means the clerk of the City Council.

"City Manager" means the chief administrative officer of the City, designated by the City Council to be responsible for coordinating Stormwater Assessments or such person's designee.

"City Council" means the governing body of the City of Cocoa, Florida.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"Tax Parcel" or "Parcel" means a parcel of property to which the Brevard County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. CONFIRMATION OF PRELIMINARY ASSESSMENT RESOLUTION; FINDINGS. The Preliminary Assessment Resolution No. 2021-072 is hereby ratified and confirmed. In addition and supplemental to the findings adopted by the City Council in Ordinance No. 10-2019, it is hereby ascertained, determined and declared as follows:

(A) Inadequate management of runoff from development in a watershed increases stormwater peak flows, volumes, and velocities, erodes and/or silts stream channels, pollutes water, overloads existing drainage facilities, undermines floodplain management in downstream communities, reduces groundwater recharge, and threatens public health and safety. More specifically, stormwater runoff can convey pollutants into and cause higher velocities in receiving waters such as the Indian River Lagoon. The potential impacts of these pollutants and higher velocities include: (1) Changing natural ecosystems through sediment and pollutant deposits which affect the quantity and quality of flowing water, destruction of habitats, and loss of plant and animal life; (2) Posing significant health risks through increased bacteria; (3) Accelerating eutrophication of receiving waters by introducing excessive nutrient loads; (4) Increasing metal deposits creating toxicity for aquatic life; (5) Reducing oxygen levels because of oil, grease and organic matter; and (6) Affecting animal and plant life, adversely, due to changing temperatures of receiving waters.

(B) Uncontrolled stormwater runoff can increase the incidence of flooding and of floods that occur, endangering roads, aboveground and underground utility infrastructure, and other public and private property and human life.

(C) Altered land surfaces can change the rate and volume of runoff. These changes may result in the following: (1) increased urban runoff and pollutants to the natural environment; (2) increased flooding of private property; (3) degradation of safety

and welfare of the residents and visitors of the City, including negatively impacting emergency response capabilities as a result of stormwater flooding; (4) decreased use and enjoyment of property; and (5) decreased property and rental value, marketability, and integrity of property.

(D) Every parcel of real property, both public and private, either uses or benefits from the maintenance of the City's stormwater system; and receives a special benefit from the City's stormwater system including the following: (1) reduced urban runoff and pollutants to the natural environment; (2) reduced flooding of private property; (3) improved safety and welfare of the residents and visitors of the City, including negatively impacting emergency response capabilities as a result of stormwater flooding; (4) enhanced use and enjoyment of property; and (5) enhanced property and rental value, marketability, and integrity of property.

(E) The City Council has carefully considered the Assessment Study which describes an apportionment methodology based upon the benefit received from the City's stormwater services, facilities and programs by all developed parcels with impervious surface, and has considered the applicable court decisions including Sarasota County v. Sarasota Church of Christ, Inc., 667 So. 2d 180 (Fla. 1995) (upholding stormwater special assessment on developed real property with impervious surfaces to fund stormwater utility services); State v. Sarasota County, 693 So. 2d 546 (Fla. 1997)(upholding stormwater special assessment on all developed property, with or

without impervious surface); and Boca Raton v. State, 595 So. 2d 25 (Fla. 1992)(local governments are afforded deference in fairly apportioning costs under a special assessment as long as the amount of the assessment for each tract is not in excess of the proportional benefits as compared to other assessments on other tracts).

(F) The conversion of natural land to developed land with impervious area results in increased stormwater runoff and numerous engineering and hydrologic studies have demonstrated that impervious area is the single most important factor contributing to the quantity and quality of stormwater runoff from a property. Thus, the use of impervious area has been demonstrated to be a simple, easy to understand approach that is a highly defensible basis to fairly and equitably apportion the costs of a municipal stormwater system to benefitting parcels for the stormwater assessment.

(G) The City expends substantial and measurable resources each year in providing stormwater services, facilities and programs to the public within the jurisdictional limits of the City.

(H) The City must generate and receive sufficient stormwater revenues to meet projected operating and capital expenditures of the City's stormwater utility, and the City Council has determined based on the recommendations contained in the Assessment Study, that the City should use a non- ad valorem assessment process as the primary method of funding the City's stormwater utility system.

(I) The City is not required to fully fund any given essential service or improvement cost through a special assessment. So long as the application of funds is for a public purpose and funds are legally available, the City may determine to fund all or a portion of an essential service or improvement, such as stormwater services, facilities or programs, with general fund or other legally available revenues. The determination as to whether to contribute such other legally available revenues, and how much to contribute, lies solely in the discretion of the City Council.

(J) Stated in the alternative, there is no requirement that the City impose an assessment for the maximum amount of the budget which can be funded by special assessments. The City Council may annually determine as a matter of public policy and tax equity to impose Stormwater Assessments at a rate less than necessary to fund all or any specific portion of the Stormwater Assessed Costs. Costs incurred in providing stormwater services, facilities and programs not otherwise funded through Stormwater Service Assessments may be paid with general fund or other legally available revenues. Such legally available revenues as a matter of policy may be applied exclusively to any tier or class of properties, and the City may adjust and appropriate any budget allocation or expense otherwise funded by a special assessment, or in any combination thereof, and maintain the validity of the apportionment. The flexibility described above is implemented through a policy and legislative determination employed through careful adherence to case law, statutory law, and the State Constitution, as well as the exercise of annual budget

responsibility, discretion and equity vested in the City Council. However, in no event shall any annual rate of Stormwater Assessment exceed the maximum assessment rate previously noticed to the affected land owners without further notice and public hearing pursuant to the Assessment Ordinance.

(K) The findings and legislative determinations contained herein are premised upon information, input, analysis and review from City staff, officials and experts, and public comment, as well as careful consideration by the City Council. A combination of the foregoing yields a reasoned apportionment methodology premised upon the distinct tiers or classes of apportionment allocation described herein. The tiers and classes, when used together, provide a legal, flexible and equitable means for the City to fairly and reasonably allocate assessable benefits and costs among Assessed Property in the City.

(L) The apportionment among Tax Parcels of a portion of the City's annual budget for stormwater services, facilities and programs necessary for providing the stormwater protection is hereby determined to be a fair and reasonable means to annually allocate and share the benefits and costs associated therewith.

(M) The benefits derived from the stormwater services, facilities and programs as to each Tax Parcel subject to the Stormwater Assessments equal or exceed the amount of the special assessments levied and imposed hereunder. The Assessment for any Tax Parcel within the City in employing such an approach also does not exceed the proportional

benefits that such Tax Parcel will receive compared to any other Tax Parcel so assessed within the City.

(N) The City Council hereby finds and determines that the Stormwater Assessments to be imposed in accordance with this Resolution provide a proper and equitable method of funding stormwater services, facilities and programs by fairly and reasonably allocating a portion of the costs associated therewith among specially benefited property.

ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED STORMWATER ASSESSED COST.

(A) The estimated Stormwater Assessed Cost to be recovered through Stormwater Assessments for the Fiscal Year commencing October 1, 2021, is approximately $1.83 million. The Stormwater Assessed Cost will be funded through the imposition of Stormwater Assessments, as provided herein.

(B) The City Manager shall utilize the assessment rates associated with the single family residential Tier 1, Tier 2 and Tier 3, and non-single family residential Stormwater Assessments as described in this Final Assessment Resolution in the preparation of the Final Assessment Roll as provided in Section 2.02 of this Final Assessment Resolution.

SECTION 2.02. ASSESSMENT ROLL. The Preliminary Assessment Roll, which was approved by Resolution No. 2021-072, and which is currently on file with the City Clerk and incorporated herein by this reference, is hereby approved, as may have been expressly directed by the City Council to be modified during the hearing at which this Resolution was adopted by the City Council. The Assessment Roll shall include all Tax Parcels within the City which are not otherwise exempted from payment of the Stormwater Assessments hereunder.

ARTICLE III

ASSESSMENTS

SECTION 3.01. STORMWATER ASSESSMENTS TO BE IMPOSED THROUGHOUT CITY. Stormwater Assessments are to be imposed throughout the entire area contained within the boundaries of the City in accordance with the Assessment Ordinance and the Final Assessment Resolution to be adopted by the City Council at the public hearing to be held pursuant to this Article III.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Stormwater Assessments shall be imposed against property located within the City, the annual amount of which shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Stormwater Assessment for each Fiscal Year shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county,

district or municipal taxes and other non-ad valorem assessments until paid, as provided in the Assessment Ordinance and in accordance with Florida law.

SECTION 3.03. APPORTIONMENT.

(A) The Assessment Study is hereby ratified and incorporated herein in its entirety. The apportionment method set forth therein is hereby ratified as the apportionment method for the Stormwater Assessments authorized by this Resolution. The Final Assessment Rates for Fiscal Year 2021-2022, which are set forth in the following rate schedule, are hereby levied and imposed on all Tax Parcels described in the Assessment Role as follows:

FY 2021 Assessment Rates for Single Family Parcels (up to three units)			FY 2021 Assessment Rate for Non-Single Family Parcels
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	
$81.96	$126.10	$219.42	$126.10 Per ERU

Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the City's stormwater system is di minimus. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby a portion of the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel.

For single family residential parcels (including up to three dwelling units), parcels will be placed into one of three tiers mentioned herein based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table above. For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that is calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a single-family parcel). The annual fee assessed to each parcel is then determined by multiplying $126.10 (as presented in the table above), which represents the stormwater assessment per ERU, by the number of ERUs for each non single-family parcel.

(B) Based upon the projections concerning net revenue requirements set forth in the Assessment Study, the Assessment Roll for subsequent Fiscal Years may reflect increases in the assessment rates up to and including the maximum rates presented in the rate schedule in Section 3.03.(A). More specifically, the annual assessment will be increased by 4.5% in Fiscal Year 2022, 4.5% in Fiscal Year 2023 and 3.0% each year thereafter that the assessment is levied up to a maximum assessment rate of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3 and $157.06 per ERU, and a maximum assessment rate of $157.06 per ERU for non-single family parcels that are not subject to the tiered assessment.

(C) The amount of the annual Stormwater Assessment imposed against Assessed Property may include a pro rata share of the costs and expenses associated with the collection and administration of the Stormwater Assessments each year.

(D) It is hereby ascertained, determined, and declared that the method of determining the Stormwater Assessments as set forth in this Final Assessment Resolution is a fair and reasonable method of apportioning the Stormwater Assessed Cost among Assessed Property.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Stormwater Assessments shall be utilized for the provision of stormwater services, facilities and programs. In the event there is any fund balance remaining at the end of the 2021-22 Fiscal Year, such balance shall be carried forward and thereafter used only to fund stormwater related services, facilities, and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS. Stormwater Assessments for the 2021-22 Fiscal Year shall be collected pursuant to the direct billing method provided for in the Assessment Ordinance, and each year thereafter pursuant to the Uniform Assessment Collection Act as provided for in the Assessment Ordinance, unless otherwise determined by the City Council.

SECTION 3.06. EXEMPTION.

(A) Tax Parcels assigned the following Florida Department of Revenue property use codes (DOR codes) by the Property Appraiser are not subject to the

Stormwater Assessment contemplated hereunder; provided, however, that the costs associated with the exemption of such Tax Parcels shall be funded through other legally available revenues of the City and not through Stormwater Assessments imposed hereunder.

DOR Code	DOR Description	Parcel Count
465	CONDOMINIUM - MISCELLANEOUS (NOT COVERED	59
499	NON-TAXABLE CONDOMINIUM COMMON AREA	60
8010	SCHOOL (PUBLICLY OWNED) - VACANT	1
8020	COUNTY OWNED LAND - VACANT (THAT DOES	5
8040	HOUSING AUTHORITY - VACANT	13
8060	STATE OWNED LAND - VACANT (THAT DOES NOT	15
8080	MUNICIPALLY OWNED LAND - VACANT (THAT	78
8300	SCHOOL (PUBLICLY OWNED) - IMPROVED	7
8400	COLLEGE	1
8610	COUNTY OWNED LAND - IMPROVED (THAT DOES	6
8640	BREVARD COUNTY-OWNED (AGENCY OTHER THAN	1
8660	HOUSING AUTHORITY - IMPROVED	37
8710	STATE OWNED LAND - IMPROVED (THAT DOES	4
8810	FEDERALLY OWNED LAND - IMPROVED (THAT	1
8910	MUNICIPALLY OWNED LAND - IMPROVED (THAT	33
9105	LOCALLY-ASSESSED RAILROAD PROPERTY	14
9170	WATER & SEWER SERVICE	3
9400	RIGHT OF WAY STREET, ROAD, ETC - PUBLIC	-
9410	RIGHT OF WAY STREET, ROAD, ETC - PRIVATE	1
9499	ASSESSMENT ARREARS	-
9500	RIVERS AND LAKES	1
9510	SUBMERGED LANDS	2

In addition, parcels that are undeveloped land with no impervious surface are not assessed for the portion of the parcels that are undeveloped as those portions do not receive material benefit from City stormwater services, facilities and programs and those portions are considered to be exempt from the Stormwater Assessments. However, one

parcel with a 9105 land use code will be assessed because of impervious surface related to a building on the parcel.

(B) Tax Parcel classifications indicative of special designations used by the Property Appraiser for recordkeeping purposes which do not represent actual or assessable Tax Parcels are not subject to the Stormwater Assessments contemplated hereunder (e.g. header records).

(C) Notwithstanding anything herein to the contrary, the City Council reserves the right and ability in the future to impose Stormwater Assessments against Tax Parcels determined to be exempt hereunder to the extent permitted by law or otherwise in the event required or directed to do so by a court of competent jurisdiction.

SECTION 3.07 CREDITS.

(A) Parcels that engage in onsite stormwater management may receive a credit on their Stormwater Assessment in order to recognize the benefit of the activity to reduce the volume of stormwater leaving the properties, or enhance the quality of the runoff, thereby, reducing the burden on the City's stormwater system. The intent and purpose of the credit is to maintain equity for property owners with onsite stormwater management because such property owners have invested in measures to reduce stormwater runoff from their property and therefore reducing the effort required by the City to manage their stormwater runoff.

(B) In order for a property owner to obtain a credit, the property owner must demonstrate a specified reduction of stormwater to the City's stormwater system from the property by providing onsite attenuation for a minimum storm event required by the St. Johns River Water Management District, pursuant to applicable law.

(C) Application and eligibility requirements to obtain a credit shall be determined by written administrative policy approved by the City Manager, provided such policy shall be consistent and not in conflict with this Resolution, and supported by a written technical memorandum prepared by the City's stormwater assessment consultant evidencing a fair and equitable method of determining the applicable credit.

3.08 EFFECT OF FINAL RESOLUTION. The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented herein and in the Preliminary Assessment Resolution including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property; the method of apportionment and assessment; the preliminary rate of assessment; the levy and lien of the stormwater assessment; the method by which the assessments will be computed, the Assessment Roll, and the Maximum Assessment Rate unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action on this Final Assessment Resolution. Nothing contained in this Section shall be construed as prohibiting the City from presenting any legal arguments that actions filed against the validity or effectiveness of the City's stormwater assessment have

been waived, estopped, forfeited or bared by the actions or inactions of any plaintiff, previous legal actions or the passage of time.

3.09 DELIVERY TO TAX COLLECTOR. The Assessment Roll, as approved by this Final Assessment Resolution, shall be delivered to the Tax Collector by the City Manager or his designee, as required by the Uniform Assessment Collection Act.

ARTICLE IV

GENERAL PROVISIONS

SECTION 4.01. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4.02. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 4.03. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

[Adoption and Signature Page Follows]

PASSED, ADOPTED AND APPROVED this 14th day of September, 2021.

CITY COUNCIL OF
COCOA, FLORIDA

By: _____
Michael C. Blake Jr., Mayor

Attest:

By: _____
Carie Shealy, MMC, City Clerk

Appendix A

PROOF OF PUBLICATION

Appendix B

AFFIDAVIT OF MAILING

AFFIDAVIT OF MAILING

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared Rebecca J. Bowman, City of Cocoa Finance Director, whose business address is 65 Stone Street, Cocoa, Florida after being duly sworn, deposes and say:

I, Rebecca J. Bowman, have been designated by the City Manager of Cocoa, Florida, to mail the notices required by Section 2.05 of Resolution No. 2021-072, adopted by the City Council of Cocoa, Florida on August 10, 2021 (the "Preliminary Assessment Resolution"). On or before August 24, 2021, I mailed or directed the mailing of one hundred and fifty notices in accordance with Section 2.05 of the Preliminary Assessment Resolution by first class mail, to each owner of property within the City of Cocoa Stormwater Assessment Area who was required to receive such notice in conformance with the requirements of Ordinance No. 10-2019, enacted by the City Council of Cocoa, Florida, at the address shown on the real property assessment tax roll maintained by the Brevard County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.

Rebecca J. Bowman,
Finance Director
City of Cocoa

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by Rebecca J. Bowman, Finance Director of the City of Cocoa, Florida who is ✓ personally known to me or ____ who has produced _____as identification and did take an oath.

Notary Signature and Stamp

NOTARY PUBLIC STATE OF FLORIDA
MONICA R. ARSENAULT
Commission # GG 985789
Expires June 16, 2024
Bonded Thru Budget Notary Services

A Daily Publication By:

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

CITY OF COCOA TE
65 STONE ST
COCOA, FL 32922
ATTN CARIE SHEALY

STATE OF FLORIDA COUNTY OF BREVARD

Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY** a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

PUBLIC NOTICE

as published in **FLORIDA TODAY** in the issue(s) of

8/18/2021

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 18th day of August, 2021 by legal clerk who is personally known to me

Affiant

Notary State of Wisconsin County of Brown

5.15.23

My commission expires

NANCY HEYRMAN
Notary Public
State of Wisconsin

Publication Cost: $1,018.08
Ad No: GCI0707675
Customer No: CIT180
PO#: PUBLIC NOTICE

NOTICE OF HEARING TO ADOPT NON-AD VALOREM STORMWATER ASSESSMENT RATES

Notice is hereby given that the City Council of the City of Cocoa, Florida, will conduct a public hearing to consider adopting updated Stormwater Assessment non-ad valorem assessment rates, to pay a portion of annual stormwater costs related to the provision of Stormwater services, facilities and programs to properties within the City pursuant to Ordinance 10-2019 previously adopted by the City Council in 2019. The proposed updated rates will not exceed the maximum ERU previously adopted by the City Council. The City Council may continue hearings on the matter and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. The decision on whether to impose the assessment will be made either at this public hearing at the time and date listed below or at a continuance of the public hearing to be held, if necessary. Note: The proposed assessment, if adopted, will replace the current Stormwater Assessment and will not be in addition to the current Stormwater Assessment.

The public hearing will be held on September 14, 2021, at 6:00 PM or soon thereafter, at the Council Chambers, 65 Stone St., Cocoa, FL 32922, for the purpose of considering approval of the Preliminary and Final Assessment Resolutions and receiving public comment on the proposed assessment. The final decision on the assessment will be made by the City Council during the public hearings. If necessary, the City Council may continue the public hearings and the date and time for continuance shall be announced at the public hearing without further written notice of the continued hearing to the public. All affected property owners have a right to attend and speak at the hearing and to file written objections and/or comments with the City Council.

Copies of the above-referenced Ordinance, Resolutions, and the non-ad valorem assessment roll are on file with and may be viewed during normal business hours at the Office of the City Manager or at the Office of the City Clerk, both located at 65 Stone Street, Cocoa, FL 32922.

The total annual stormwater assessment revenue to be collected within the City for Fiscal Year 2022 is estimated to be approximately $1,830,000. For the purpose of this non-ad valorem assessment, benefited parcels are all parcels within the City limits of the City of Cocoa except for properties with government ownership, public roads and rights-of-way, vacant parcels, railroad tracks, certain educational establishments, bona-fide agricultural operations, parcels with less than 400 square feet of impervious surface, and such other exempt properties determined by lawful action of the City Council. The amount of the annual stormwater assessment imposed against each property is based on an impervious area apportionment method whereby a portion of the City's annual stormwater budget is allocated to properties based upon the total impervious area of each individual parcel. For single family residential parcels (including up to three dwelling units), parcels will be placed in to one of three tiers based on the amount of impervious area measured on the individual parcel rounded down to the nearest hundred sq. ft. Tier 1 ranges from 400 - 2,300 sq. ft., Tier 2 ranges from 2,400 - 4,400 sq. ft., and Tier 3 is greater than 4,400 sq. ft. The assessment for each tier is presented in the table below. For non-single-family parcels, each parcel is assigned a number of Equivalent Residential Units (ERUs) that is calculated based on the measured amount of impervious area on the parcel rounded down to the nearest hundred sq. ft. divided by the ERU definition of 3,100 sq. ft. (which is the average impervious area of a single-family parcel. The annual fee assessed to each parcel is then determined by multiplying $126.10 (as presented in the table below), which represents the stormwater assessment per ERU, by the number of ERUs for each non-single-family parcel.

FY 2022 Assessment Rates for Single Family Parcels (up to three units)			FY 2022 Assessment Rate for Non-Single Family Parcels
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	
$81.96	$126.10	$219.42	$126.10 Per ERU

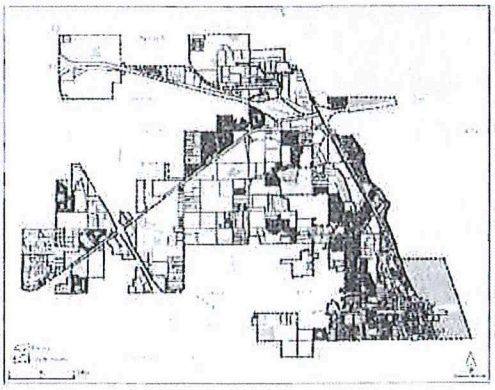
Note that parcels with less than 400 sq. ft. will not be assessed as the impact upon the stormwater system is de minimis.

For parcels that have constructed permitted, on-site facilities that meet the criteria outlined in Final Rate Resolution that mitigate the stormwater runoff from the parcel, a property owner may apply for a mitigation credit against the parcel's stormwater assessment. For those parcels that currently have a mitigation credit in the current stormwater user fee, those credits have been recognized in the assessment amount above.

The annual assessment will be increased by 4.5% in Fiscal Year 2023 and 3.0% each year thereafter that the assessment is levied up to a maximum assessment of $102.09 for Tier 1, $157.06 for Tier 2, $273.29 for Tier 3 and $157.06 per ERU, and a maximum assessment rate of $157.06 per ERU for non-single-family parcels that are not subject to the tiered assessment.

The non-ad valorem assessment is an annual assessment which will continue from year to year. For Fiscal Year 2022 and each year thereafter, the assessment will be collected by the Brevard County Tax Collector on the Ad-Valorem Tax bill to be mailed in November. The annual assessment amount will include expenses incurred by the City in administering and collecting the assessment including fees imposed by the County property appraiser and tax collector and will be adjusted as necessary to account for any statutory discounts which are necessitated when employing the efficiencies of collecting the assessments annually on the same bill as property taxes. Florida law provides that failure to pay the assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title. Annual adjustments to this assessment, including increases, may be implemented and the maximum assessment rates presented above are authorized to provide sufficient future revenues (in addition to other legally available funds) for the City to provide stormwater services, facilities and programs at appropriate levels of service.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the hearing, he or she will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (321) 433-8488 at least two days prior to the date of the hearing. If you have any questions, please contact, out Stormwater Division at (321-433-8770) or stormwater@cocoafl.org, Monday through Friday between 8:00 a.m. and 4:00 p.m.



CITY COUNCIL
CITY OF COCOA, FLORIDA

FT-GGK/707703-01

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that I am the Mayor of the City of Cocoa or authorized agent of the City of Cocoa, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for stormwater services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above-described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Brevard County Tax Collector by September 15, 2021.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Brevard County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 14th day of September, 2021.

CITY OF COCOA, FLORIDA

_____

Michael C. Blake
Mayor

Stantec

City of Cocoa, Florida

FY 2021 Stormwater Rate Study Update – Final Report

September 8, 2021



Stantec

September 8, 2021

Stockton Whitten
City Manager
65 Stone St.
Cocoa, FL 32922

Re: Fiscal Year 2021
Stormwater Rate Study Update
– Fianl Report

Dear Mr. Whitten,

Stantec Consulting Services Inc. is pleased to present this final report of the Fiscal Year 2021 Stormwater Rate Study Update that Stantec performed for the City of Cocoa, Florida.

Stantec appreciates the fine assistance provided by you and all of the members of City staff and who actively participated in and contributed to this study. Please feel free to distribute this report to the appropriate members of City staff for their review and comments in addition to your own.

If you have any questions or would like to discuss, please do not hesitate to call me at (941) 504-7239 or email me at kelly.westover@stantec.com. Stantec appreciates the opportunity to be of service to the City and look forward to the possibility of doing so again in the near future.

Sincerely,



Kelly Westover
Managing Consultant
Direct: (941) 504-7239
kelly.westover@stantec.com

Stantec
6900 Professional Parkway
Sarasota, FL 34240

Enclosure

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1. INTRODUCTION

Stantec Consulting Services Inc. (Stantec) has conducted a Stormwater Rate Study Update (Study) for the City of Cocoa's Stormwater Enterprise Fund (Fund). This report presents the objectives, approach, methodologies, source data, and assumptions, as well as the findings and recommendations of the Study.

1.1 BACKGROUND

The City of Cocoa (City) manages an extensive Stormwater Utility System (Utility). The Stormwater Management Division of the City is responsible for maintaining the City's drainage ditches, swales, piping, inlets, manholes, and retention and detention ponds. The Stormwater System serves to protect individual and personal property, while reducing the impacts of urban runoff to the natural environment and specifically the ecologically significant Indian River Lagoon.

While the City evaluates the level of its stormwater user fees annually as part of its budget process, this study goes beyond normal budgeting and includes a 10-year revenue sufficiency analysis for the City's Stormwater Enterprise Fund. The Stormwater Utility uses a non-ad valorem property assessment to collect the revenue requirements of the Fund on each parcel's annual tax bill. This analysis reviews the sufficiency of the revenue collected by the assessments. The City began the assessment in fiscal year (FY) 2020.

1.2 SCOPE OF SERVICES

The purpose of this Study was to develop a sustainable financial plan for the City's Stormwater Utility that satisfies the projected cost of providing the desired level of service, as well as update the City's Stormwater Assessment Roll with the current year property data.

The scope of services for the Study are outlined herein:

- Revenue Sufficiency Analysis – Develop a 10-year financial plan for the Stormwater Utility to ensure that the assessments developed will provide sufficient revenues to cover all of the Stormwater Utility's operations, maintenance, debt service, and capital costs, while maintaining sufficient levels of reserve funds.
- Stormwater Assessment Roll Update – Develop a Master Account File with the stormwater assessment for each account to be billed based on updated property data including an analysis determining changes in impervious area from the Property Appraiser data.

2. REVENUE SUFFICIENCY ANALYSIS

2.1 DESCRIPTION

This section presents the development of annual system revenue requirements and the corresponding plan of annual revenue adjustments for the Utility as identified during the Revenue Sufficiency Analysis (RSA) component of the Study. The following sub-sections of the report present a description of the source data, assumptions, and resulting multi-year financial plan, while Appendix A includes detailed supporting schedules for the financial management plan identified herein for the Stormwater Utility.

During the RSA, Stantec reviewed several alternative multi-year financial management plans and corresponding stormwater annual revenue adjustment plans through interactive work sessions with City staff. During these work sessions, we examined the impact of various inputs and assumptions upon key financial indicators summarizing the results of the forecasting model under assumed conditions. We incorporated local information and management input as we developed the recommended financial management plan for the Utility. The result is a financial plan that considers the City's current and best assumptions and data to satisfy the Stormwater Utility's revenue requirements over a multi-year projection period while meeting key financial performance objectives and minimizing annual assessment adjustments to the greatest extent possible.

In order to initialize the RSA, we obtained the City's historical and budgeted financial information regarding the operation of its Stormwater Utility, as well as information pertaining to the enterprise fund's fund balance and future out-year cost requirements. We also worked with the City to incorporate the Stormwater Utility's multi-year capital improvement program (CIP). We discussed with City staff other assumptions and policies that would affect the performance of the Stormwater Utility, such as planned developments/property growth, capital funding sources, debt service coverage, reserve fund levels, earnings on invested funds, escalation rates for operating costs, and other considerations.

This information was entered into the financial module of our proprietary Financial Analysis and Management System (FAMS) interactive modeling system. This module of FAMS produced a 10-year projection of the sufficiency of the revenue provided by stormwater assessments to meet current and projected financial requirements. Based upon these projections, Stantec then determined the level of revenue adjustments necessary in each year of the projection period to satisfy the Stormwater Utility's annual financial requirements.

The revenue sufficiency and financial planning module of FAMS utilizes all projected available funds in each year of the projection period (after payment of operations and maintenance expenses, debt service and renewal and replacement) to pay for capital projects. The model incorporates the rules of cash application as defined and applied by City staff and produces a detailed summary of the funding sources to be used for each project in the CIP. To the extent that current revenues and unrestricted reserves are not adequate to fund all capital projects in any year of the projection period, the model identifies a borrowing requirement to fund those projects or portions thereof that are determined to be eligible for borrowing. The

FAMS model is used to develop a borrowing program that includes the required borrowing amount by year and the resultant annual debt service requirements for each year in the projection period.

2.2 SOURCE DATA

The following sections review the various source data and assumptions supporting the Utility revenue requirements identified during the course of the Study.

2.2.1 Beginning Fund Balance

City staff provided audited FY 2020 financial information used to establish the beginning FY 2021 balances for the revenue fund (operating fund) of the Stormwater Utility. The detailed end of FY 2020 fund balances (as of September 30, 2020) that serve as the FY 2021 beginning fund balances are presented on Schedule 2 of Appendix A.

2.2.2 Revenues

The revenue projections utilized in the Study reflect an evaluation of multiple years of historical results, FY 2020 audited actual results, and FY 2021 budgeted and year-to-date (YTD) revenues. Budgeted revenues for the Stormwater Utility consist of stormwater assessment revenues and interest income. FY 2021 projected stormwater assessment revenues are based upon the FY 2021 receipts to date. Revenue projections for the remainder of the forecast represent FY 2021 projected revenues adjusted for assumed property growth and assessment increases. Interest income is calculated annually based upon average fund balances and assumed interest rates. A summary of projected cash inflows is presented on Schedule 3 of Appendix A.

2.2.3 Operating Expenditures

The Stormwater Utility's operating expenditures include all operating and maintenance (O&M) expenses including personnel services expenses. The RSA based the operating expenditure projections on the individual expense categories and expense amounts contained in the FY 2021 budgeted the FY 2022 Preliminary Budget. The cost requirements from the FY 2022 budget were adjusted annually thereafter based upon assumed cost escalation factors that were determined in consultation with City staff.

Projected operating expenditures and cash outflows (excluding the cash funding of capital) are presented on Schedule 4 of Appendix A.

2.2.4 Capital Improvement Program

The 10-year CIP utilized Study was provided by City staff from FY 2020 through FY 2030 and several different capital spending scenarios were evaluated. Beginning in FY 2022, budgeted capital improvement requirements are adjusted for anticipated inflation of 3.00% per year (based upon recent increases observed in the Engineering News Record Construction Cost Index) to account for the inflation in the future

cost of construction. In total, the CIP in future year dollars from FY 2020 through FY 2030 is approximately $12.3 million. The financial management plan presented herein reflects cash funding of the entire CIP. A detailed list of the specific projects and costs by year is included on Schedule 6 of Appendix A.

2.3 ASSUMPTIONS

2.3.1 Salary Adjustments

The City has experienced significant economic growth over the last few years resulting in upward pressure on the prevailing wages for entry level workers in the City. The City directly competes with private market business for labor and has a significant amount of unfilled positions currently. In order to remain competitive in hiring new works and retaining existing employees the City has elected to raise wages. It is currently forecasted that the increase attributable to the stormwater fund will result in personnel related cost increasing by $69,000 in FY 2022 and then inflated by the cost escalation factors for each future year of the forecast period. Importantly, the salary adjustment was not previously captured in the preliminary FY 2022 budget data as such $69,000 has been added to the preliminary budget to account for this dynamic.

2.3.2 Cost Escalation

Annual cost escalation factors for the various types of operating and maintenance expenses were developed based upon discussions with City staff, a review of historical trends, and industry experience, which are applied in each year of the projection period beginning in FY 2023. The table below outlines several of the key expense categories and their respective escalation factor. Additional escalation factors assumed for the various categories of expenses contained in the FY2022 can be found on Schedule 5 of Appendix A.

Table 2-1 Commonly Utilized Escalation Factors

Escalation Factor Category	Escalation Factor %
Default Operating	2.5%
Salaries	3.0%
Repair & Maintenance	5.0%
Professional/Contract Services	3.0%

2.3.3 Cost Execution

As part of the analysis, Stantec analyzed multiple years of historical budget-to-actual comparisons to evaluate how the Utility executed their budget each year. It was determined that the Utility does not generally execute 100% of its operating budget each year. Based on the analysis of historical results, all O&M and personnel services costs are assumed to be executed at 95% in each year of the projection.

2.3.4 Interest Earnings

The Study reflects assumed interest earning rates on invested funds of 0.75% in each year of the projection period. Projected interest earnings are presented on Schedule 3 of Appendix A.

2.3.5 Property & Impervious Area Forecast

A forecast of stormwater properties (equivalent units) within the City was developed based on historical trends and staff discussions. The forecast assumes conservative growth rate of 0.7% beginning in FY 2023 and continuing annually for residential and non-residential equivalent units. Growth in FY 2021 has been estimated based on the actual receipts of revenue to date.

2.3.6 Minimum Reserve Policy

Reserve balances for utilities are funds set aside for a specific cash flow requirement, financial need, project, task, or unforeseen system requirements. These balances are maintained in order to meet short-term cash flow requirements and minimize the risk associated with meeting the financial obligations and continued operational and capital needs under adverse conditions. The level of reserves maintained by a utility is an important component and consideration in developing a utility system multi-year financial management plan.

Many utilities, rating agencies, and the investment community place a significant emphasis on having sufficient reserves available for potentially adverse economic conditions. The rationale related to the maintenance of adequate reserves is twofold. First, it helps to ensure that a utility will have adequate funds available to meet its financial obligations during unusual periods (i.e. when revenues are unusually low and/or expenditures are unusually high). Second, it provides funds that can be used for emergency repairs or replacements to the system that can occur as a result of natural disasters or unanticipated system failures.

The financial management plans presented in this report assume that the City will maintain a minimum unrestricted cash reserve balance equal to 4 months of annual operating and maintenance expenses. This level of reserve is consistent with 1) our industry experience for similar systems, and 2) a healthy level of reserves for a municipal utility system per the evaluation criteria published by the municipal utility rating agencies (Fitch, Moody’s, and Standard & Poor’s).

2.3.7 Future Borrowing & Capital Funding

Per direction from the City, no borrowing is projected in the projection period and the 10-year CIP is assumed to be paid for out of the Stormwater Utility's revenue fund. A complete schedule of assumed CIP funding can be found on Schedule 9 of Appendix A.

2.3.8 Debt Service Coverage

The City's Stormwater Utility currently has no outstanding debt; however, a minimum senior-lien debt service coverage ratio of 1.25 (with a target of 1.50), was utilized in the current Study for any possible projected future debt issuances. The debt service coverage ratio signifies that net income must be at least 1.25 times annual debt service.

The ratio of net income to annual debt service requirement (referred to as a debt service coverage ratio hereafter) described above was developed through discussions with City Staff and represents the minimum requirements of bondholders. As a policy decision, utilities frequently opt to measure revenue sufficiency and set fees based upon a higher debt service coverage ratio in order to ensure compliance with the rate covenants in the event future projections of revenue and expenses do not occur as predicted (due to unanticipated capital requirements or substantial operating cost increases, natural disasters, etc.). The financial management plan presented herein results in projected total debt service coverage greater than 1.50 in each year of the forecast, which is indicative of the midrange level of municipal utility system performance per the current evaluation criteria published by the municipal utility rating agencies (Fitch, Moody's, and Standard & Poor's).

2.4 RESULTS

Based upon the source data and assumptions presented herein, the Study resulted in the following findings and recommendations relative to the financial sustainability of the City's Stormwater System:

- The City's current stormwater revenues are insufficient to meet projected operating & capital expenditures of the Stormwater Utility through the projected time period.
- In order to generate sufficient revenues to meet the financial requirements of the Stormwater Utility, Stantec recommends stormwater assessment fee be increased by 4.5% for the next two years beginning October 1, 2021 (FY 2022 and FY 2023) and an annual revenue adjustment indexing plan of 3.5% is established beginning October 1, 2023 (FY 2024), consistent with historical levels of inflation. A 5-year recommended revenue adjustment plan for the Stormwater Utility is shown in Table 2-2.

Table 2-2 Stormwater Assessment Adjustments

Fiscal Year	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Effective Date	10/1/2021	10/1/2022	10/1/2023	10/1/2024	10/1/2025
Stormwater Revenue Adjustment Plan	4.5%	4.5%	3.5%	3.5%	3.5%

It is important to note that the projections of future conditions underlying this analysis are not intended to be predictions. Applicable to many utility systems, there are multiple factors beyond the City's control, such as i) weather, ii) regulatory changes, iii) national, regional, and local economic conditions, iv) the rate of growth in developed properties, v) operating and capital cost inflation, and vi) changes in the timing and composition of the Stormwater Utility's capital improvement program, that may have material impacts on the future financial condition of the City's utility operations. Further, the projections in this Study rely upon data and guidance provided by the City during the development of the Study, and while the information utilized in this Study is believed to be reliable, detailed independent reviews or auditing of the data were not conducted.

As a result, there will usually be differences between forecasted and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. While Stantec has no responsibility to update this report for events and circumstances occurring after the date of this report, future management actions should be based upon and adjusted to reflect future results as they occur. These comments are provided to emphasize the importance of active management informed by the actual future results of Stormwater Utility operations by the City. While the planning effort supported by this Study will serve to guide and inform the City in balancing future revenue and spending decisions, it is only through observation of future results, and the update of this analysis, that the City will be able to determine the actions required to ensure its financial and operational objectives are met over time.

Appendix A includes detailed schedules presenting all components of the financial management plan developed for the Stormwater Utility.

3. STORMWATER ASSESSMENT ROLL UPDATE

As part of the analysis, Stantec also performed an interim update to the assessment roll and developed a Master Account File (MAF) with the FY 2022 stormwater assessment for each parcel to be billed based on the most current Brevard County Property Appraiser data. The assessment roll analysis consisted of first identifying parcels that were new or had been modified since the last assessment roll was adopted in September 2020 by City Council. This was completed by contrasting the 2020 assessment roll to the most current parcel data available. This resulted in the identification of 139 new single family residential parcels and 39 non single family residential parcels to be added or modified on the roll for FY 2022. These 178 parcels were geospatially analyzed to determine their measured impervious area for the purposes of assessing the non-ad valorem stormwater assessment for FY 2022. This interim update will insure that the FY 2022 stormwater assessment roll matches the correct billing units to the correct parcel, however a full recalculation of impervious area has not been completed since the initial analysis in the summer of 2019.It is recommended that a full update of impervious area for each and every parcel be completed every 5 years. Doing so will ensure that the City can account for changes in the intensity of development on each parcel and reflect those changes in the fees assessed for stormwater services.

3.1 IMPERVIOUS AREA UPDATE

Impervious area is defined in the City's stormwater resolution and broadly incorporates all features on a parcel that disrupt the natural percolation of water into the ground. Impervious area along with a customer class designation determines the stormwater assessment a parcel receives. In order to accurately measure the impervious area contained on a parcel, a geospatial analysis was conducted that digitalized the impervious area as shown below in Figure 3-1. This digital impression of the physical impervious area was then used to create the proper assessment for each of the 178 parcels analyzed as part of the effort. An updated geodatabase will be provided to City staff that includes all parcels within the City, inclusive of the modifications made.

Figure 3-1 Geospatial Analysis



Disclaimer

This document was produced by Stantec Consulting Services, Inc. ("Stantec") for the City of Cocoa and is based on a specific scope agreed upon by both parties. Stantec's scope of work and services do not include serving as a "municipal advisor" for purposes of the registration requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Stantec is not advising the City of Cocoa, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, terms, or other similar matters concerning such products or issuances.

In preparing this report, Stantec utilized information and data obtained from the City of Cocoa or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliances on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by the City of Cocoa should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

APPENDIX A: SUPPORTING SCHEDULES FOR THE RSA

Schedule 1 - Contains the assumptions of the RSA, including developed property growth assumptions

Schedule 2 - Identifies the end of FY 2020 fund balances that serve as the FY 2021 beginning balances of the analysis

Schedule 3 - Presents a list of all projected cash inflows from FY 2021 - FY 2031

Schedule 4 - Presents a list of all projected cash outflows from FY 2021 - FY 2031

Schedule 5 - Presents a list of all cost escalation factors utilized in the projection of cash outflows

Schedule 6 - Provides a detailed listing the annual capital improvement projects from FY 2020 - FY 2031

Schedule 7 - Contains the FAMS Control Panel that presents a summary of the financial management plan, including annual assessment increases, debt service coverage ratios, total CIP spending levels, property impacts, and fund balances

Schedule 8 - Presents the projected annual net income, debt coverage, and cash flow results

Schedule 9 - Shows the projected funding sources for the capital improvement program

Schedule 10 - Presents a fund-level cash flow reconciliation, providing the beginning balance in each year, the amount utilized for project funding or payment of debt service, interest earnings calculations, and the end of year fund balance

Schedule 11 – Borrowing projections including interest rate and debt service.

Assumptions

Schedule 1

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Rate Increase Adoption Date	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2027	10/1/2028	10/1/2029	10/1/2030
Annual Growth											
Stormwater											
Ending # of ERUs	14,645	14,748	14,851	14,955	15,060	15,165	15,271	15,378	15,486	15,594	15,703
ERU Growth	150	103	103	104	105	105	106	107	108	108	109
% Change in ERUs	*1.03%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*	*0.70%*
Capital Spending											
Annual Capital Budget (Future Year Dollars)	$ 375,114	$ 2,417,620	$ 540,235	$ 445,578	$ 1,040,604	$ 1,080,488	$ 857,863	$ 883,599	$ 910,107	$ 937,410	$ 965,532
Annual Percent Executed	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Average Annual Interest Earnings Rate											
On Fund Balances	0.25%	0.25%	0.50%	0.50%	0.75%	0.75%	1.00%	1.00%	1.00%	1.00%	1.00%
Operating Budget Reserve											
Target (Number of Months of Reserve)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Operating Budget Execution Percentage											
Personal Services	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
Cost of General Fund Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Operations and Maintenance	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%

FY 2021 Beginning Balances as of 10/1/2020 — Schedule 2

	Revenue Fund
Current Unrestricted Assets	
Cash and Cash Equivalents	$ 1,302,664
Investments	109,597
Accounts Receivable, net	38,385
Prepaid Items	2,869
Total Assets	**$ 1,453,515**
Current Liabilities	
Accounts and Claims Payable	$ (157,020)
Accrued Payroll and Related Liabilities	(20,458)
Compensated Absences	-
Calculated Fund Balance (Assets - Liabilities)	**$ 1,276,037**
Plus/(Less): Prepaid Items	-
Net Unrestricted Fund Balance	**$ 1,276,037**
Available Fund Balance	**$ 1,276,037**

Fund Summary

Revenue Fund	$ 1,276,037
Restricted Reserves	-
Fund 1	-
Fund 2	-
Fund 3	-

Projection of Cash Inflows

Schedule 3

		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	**Rate Revenue Growth Assumptions**											
2	% Change in Revenue	N/A	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%	0.70%
3	**Assumed Rate Revenue Increases**	N/A	4.50%	4.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%
4	**Stormwater Rate Revenue**											
5	Charges for Public Svcs	$ 1,649,135	$ 1,730,148	$ 1,820,661	$ 1,897,574	$ 1,977,737	$ 2,061,287	$ 2,148,366	$ 2,239,124	$ 2,333,716	$ 2,432,303	$ 2,535,056
6	Penalties	1,003	-	-	-	-	-	-	-	-	-	-
7	Adjustment for Expected Credits[1]	(5,000)	-	-	-	-	-	-	-	-	-	-
8	Tax Certificates	100,000	100,000	105,232	109,677	114,310	119,139	124,172	129,418	134,885	140,584	146,523
9	**Total Stormwater Rate Revenue**	**$ 1,745,138**	**$ 1,830,148**	**$ 1,925,892**	**$ 2,007,251**	**$ 2,092,048**	**$ 2,180,426**	**$ 2,272,538**	**$ 2,368,542**	**$ 2,468,601**	**$ 2,572,887**	**$ 2,681,579**
10	**Non-Operating Income**											
11	Unrestricted Interest Income	$ 3,213	$ 2,787	$ 4,981	$ 5,911	$ 8,646	$ 6,305	$ 6,547	$ 6,042	$ 5,655	$ 5,393	$ 5,262
12	Other Misc Revenues	821	400	400	400	400	400	400	400	400	400	400
13	**Total Non-Operating Income**	**$ 3,213**	**$ 2,787**	**$ 4,981**	**$ 5,911**	**$ 8,646**	**$ 6,305**	**$ 6,547**	**$ 6,042**	**$ 5,655**	**$ 5,393**	**$ 5,262**
14	**Total Cash Inflows**	**$ 1,748,351**	**$ 1,833,335**	**$ 1,931,273**	**$ 2,013,562**	**$ 2,101,094**	**$ 2,187,131**	**$ 2,279,486**	**$ 2,374,984**	**$ 2,474,656**	**$ 2,578,680**	**$ 2,687,241**

[1] The City is implementing a new credit program and this revenue line item reflects the expected revenue adjustment for these credits, per City staff estimates. These estimates will be refined as the program develops.

Projection of Cash Outflows

Schedule 4

		Account Number	Expense Line Item	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
			Personal Services											
1	PS	423-3570-538.12-00	Regular Salaries & Wages	$ 345,347	$ 354,443	$ 365,076	$ 376,029	$ 387,309	$ 398,929	$ 410,897	$ 423,223	$ 435,920	$ 448,998	$ 462,468
2	PS	423-3570-538.12-12	Regular Salaries & Wages	2,404	-	-	-	-	-	-	-	-	-	-
3	PS	423-3570-538.14-00	Overtime	3,341	6,075	6,151	6,228	6,306	6,384	6,464	6,545	6,627	6,710	6,794
4	PS	423-3570-538.20-00	Clothing/Shoe Allowance	600	720	742	764	787	810	835	860	886	912	939
5	PS	423-3570-538.21-00	FICA Taxes	26,461	27,937	28,775	29,638	30,528	31,443	32,387	33,358	34,359	35,390	36,451
6	PS	423-3570-538.22-00	Retirement Contributions	34,837	38,830	40,772	42,810	44,951	47,198	49,558	52,036	54,638	57,370	60,238
7	PS	423-3570-538.23-00	Life/Health Insurance	7,488	1,300	1,339	1,379	1,421	1,463	1,507	1,552	1,599	1,647	1,696
8	PS	423-3570-538.23-04	Medical/Rx Self Insured	101,710	92,000	99,360	107,309	115,894	125,165	135,178	145,992	157,672	170,286	183,908
9	PS	423-3570-538.24-00	Worker's Compensation	49,116	48,207	50,617	53,148	55,806	58,596	61,526	64,602	67,832	71,224	74,785
10	PS	423-3570-538.27-00	Cafeteria Plan	4,800	4,800	4,944	5,092	5,245	5,402	5,565	5,731	5,903	6,080	6,263
11	PS		Additional Personnel Costs	-	69,000	71,070	73,202	75,398	77,660	79,990	82,390	84,861	87,407	90,029
			Operating Expenses											
12	OMF	423-3570-538.31-00	Professional Services	$ 98,401	$ 99,550	$ 102,537	$ 105,613	$ 108,781	$ 112,044	$ 115,406	$ 118,868	$ 122,434	$ 126,107	$ 129,890
13	OMF	423-3570-538.31-01	Professional Services	500	500	515	530	546	563	580	597	615	633	652
14	OMF	423-3570-538.31-33	Professional Services	6,946	7,294	7,513	7,738	7,970	8,209	8,456	8,709	8,971	9,240	9,517
15	OMF	423-3570-538.34-00	Contract Services	44,979	47,000	48,410	49,862	51,358	52,899	54,486	56,120	57,804	59,538	61,324
16	GFS	423-3570-538.34-10	Cost of General Fund Services	180,770	189,096	196,497	204,287	211,849	219,758	228,034	236,698	245,772	255,279	265,245
17	OMF	423-3570-538.39-00	Contingency	233,133	235,077	90,954	93,228	95,558	97,947	100,396	102,906	105,479	108,116	110,819
18	OMF	423-3570-538.40-00	Travel & Per Diem	2,850	2,850	2,921	2,994	3,069	3,146	3,225	3,305	3,388	3,472	3,559
19	OMF	423-3570-538.41-00	Communication	2,232	2,076	2,128	2,181	2,236	2,292	2,349	2,408	2,468	2,529	2,593
20	OMF	423-3570-538.42-00	Postage & Freight	500	500	513	525	538	552	566	580	594	609	624
21	OMF	423-3570-538.43-00	Electric/Water/Sewer	18,240	15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448	19,002	19,572
22	OMF	423-3570-538.44-00	Rentals And Leases	2,500	2,500	2,563	2,627	2,692	2,760	2,829	2,899	2,972	3,046	3,122
23	OMF	423-3570-538.45-00	Insurance	9,828	12,228	13,206	14,263	15,404	16,636	17,967	19,404	20,957	22,633	24,444
24	OMF	423-3570-538.46-00	Repairs & Maintenance	164,076	95,900	100,695	105,730	111,016	116,567	122,395	128,515	134,941	141,688	148,772
25	OMF	423-3570-538.46-03	Repairs & Maintenance	44,400	41,977	44,076	46,280	48,594	51,023	53,574	56,253	59,066	62,019	65,120
26	OMF	423-3570-538.47-00	Printing & Binding	1,000	500	513	525	538	552	566	580	594	609	624
27	OMF	423-3570-538.49-00	Other Charges & Oblig.	-	267	274	281	288	295	302	310	317	325	333
28	OMF	423-3570-538.51-00	Office Supplies	500	500	513	525	538	552	566	580	594	609	624
29	OMF	423-3570-538.52-00	Operating Supplies	12,751	11,564	11,853	12,149	12,453	12,764	13,084	13,411	13,746	14,090	14,442
30	OMF	423-3570-538.52-30	Operating Supplies	7,224	19,145	19,738	20,350	20,981	21,632	22,302	22,994	23,706	24,441	25,199
31	OMF	423-3570-538.52-33	Operating Supplies	3,528	3,528	3,704	3,890	4,084	4,288	4,503	4,728	4,964	5,212	5,473
32	OMF	423-3570-538.54-00	Membership/Publications	750	750	769	788	808	828	849	870	892	914	937
33	OMF	423-3570-538.55-00	Training	3,750	4,800	4,920	5,043	5,169	5,298	5,431	5,567	5,706	5,848	5,995
34	OMF	423-3570-538.56-15	It-Related Operating Exp	2,500	2,760	2,829	2,900	2,972	3,047	3,123	3,201	3,281	3,363	3,447
			Total Expenses by Category											
35	PS		Personal Services	$ 576,104	$ 643,312	$ 668,846	$ 695,599	$ 723,643	$ 753,052	$ 783,906	$ 816,290	$ 850,297	$ 886,023	$ 923,572
36	GFS		Cost of General Fund Services	180,770	189,096	196,497	204,287	211,849	219,758	228,034	236,698	245,772	255,279	265,245
37	OMF		Operations & Maintenance	660,588	606,266	476,592	493,935	511,986	530,777	550,341	570,715	591,936	614,045	637,083
38			**Total Expenses**	**$ 1,417,462**	**$ 1,438,674**	**$ 1,341,935**	**$ 1,393,822**	**$ 1,447,478**	**$ 1,503,586**	**$ 1,562,280**	**$ 1,623,703**	**$ 1,688,005**	**$ 1,755,347**	**$ 1,825,900**
			Expense Execution Factors											
39			Personal Services	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
40			Cost of General Fund Services	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
41			Operations & Maintenance	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
			Total Expenses at Execution											
42			Personal Services	$ 547,299	$ 611,146	$ 635,403	$ 660,819	$ 687,461	$ 715,399	$ 744,710	$ 775,476	$ 807,782	$ 841,722	$ 877,393
43			Cost of General Fund Services	180,770	189,096	196,497	204,287	211,849	219,758	228,034	236,698	245,772	255,279	265,245
44			Operations & Maintenance	627,559	575,953	452,762	469,239	486,387	504,238	522,824	542,179	562,339	583,343	605,229
45			**Total Expenses at Execution**	**$ 1,355,627**	**$ 1,376,195**	**$ 1,284,663**	**$ 1,334,345**	**$ 1,385,697**	**$ 1,439,395**	**$ 1,495,568**	**$ 1,554,353**	**$ 1,615,893**	**$ 1,680,343**	**$ 1,747,867**
46			**Total Cash Outflows**	**$ 1,355,627**	**$ 1,360,971**	**$ 1,268,983**	**$ 1,318,195**	**$ 1,369,062**	**$ 1,422,261**	**$ 1,477,921**	**$ 1,536,176**	**$ 1,597,171**	**$ 1,661,059**	**$ 1,728,005**

Cost Escalation Factors

Schedule 5

Account Number	Expense Line Item Description	Inflation Factor	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
	Personal Services										
423-3570-538.12-12	Regular Salaries & Wages	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.20-00	Clothing/Shoe Allowance	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.23-00	Life/Health Insurance	Other Health Insurance	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.27-00	Cafeteria Plan	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
	Operating Expenses										
423-3570-538.31-00	Professional Services	Professional/Contract Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.31-01	Professional Services	Professional/Contract Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.31-33	Professional Services	Professional/Contract Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.34-00	Contract Services	Professional/Contract Services	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.34-10	Cost of General Fund Services	Gen Fund Composite O&M	3.62%	3.62%	3.62%	3.62%	3.62%	3.62%	3.62%	3.62%	3.62%
423-3570-538.40-00	Travel & Per Diem	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
423-3570-538.41-00	Communication	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
423-3570-538.42-00	Postage & Freight	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
423-3570-538.43-00	Electric/Water/Sewer	EIA Electricity	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
423-3570-538.44-00	Rentals And Leases	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
423-3570-538.45-00	Insurance	Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
423-3570-538.46-00	Repairs & Maintenance	Repair & Maintenance	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.46-03	Repairs & Maintenance	Repair & Maintenance	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.46-15	Insured Vehicle Accident	Repair & Maintenance	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.47-00	Printing & Binding	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
423-3570-538.49-00	Other Charges & Oblig.	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
423-3570-538.51-00	Office Supplies	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
423-3570-538.52-00	Operating Supplies	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
423-3570-538.52-30	Operating Supplies	EIA Fuels	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%
423-3570-538.52-33	Operating Supplies	Employee Health Center	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
423-3570-538.54-00	Membership/Publications	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
423-3570-538.55-00	Training	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
423-3570-538.56-15	It-Related Operating Exp	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
	Additional O&M Expenses		#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
	0	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%

Capital Improvement Program

Schedule 6

	Project Description	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	Vehicle #91 Vac-Con New Cab & Chassis	$ 190,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	Annual Cured in Place Pipe Lining	71,578	-	-	-	-	-	-	-	-	-	-
3	Diamond Square Stormwater Drainage Improvement (Design Cost)	14,020	-	-	-	-	-	-	-	-	-	-
4	Floating Wetlands in City Stormwater Ponds	57,646	-	-	-	-	-	-	-	-	-	-
5	Bracco Pond Stormwater Facility Outfall Structure Weir Retrofit (Design Cost)	41,870	-	-	-	-	-	-	-	-	-	-
6	1 Replacement Dump Truck	-	-	160,000	-	-	-	-	-	-	-	-
7	Annual Curb & Gutter R&M Program	-	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
8	Annual Cured in Place Pipe Lining	-	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000	160,000
9	Bracco Pond Outfall Flowmeter	-	12,000	-	-	-	-	-	-	-	-	-
10	Fiske Blvd Complete Streets Roadway, and Sidewalk Improvements Phase 3 (SW)	-	1,581,000	-	-	-	-	-	-	-	-	-
11	Pipe Range Road Drainage Ditch	-	-	-	75,000	385,000	-	-	-	-	-	-
12	Riverfront Park Drain Field Improvements	-	-	40,000	-	-	-	-	-	-	-	-
13	US1 and Forrest Ave Stormwater Facility	-	-	-	-	-	120,000	-	-	-	-	-
14	Indian River Drive Baffle Box	-	-	-	30,000	-	300,000	-	-	-	-	-
15	2 Solar Bee Pond Aerators	-	-	-	45,000	45,000	-	-	-	-	-	-
16	Fairfax Lane Exfiltration Expansion	-	5,000	5,000	-	-	-	-	-	-	-	-
17	Bracco Pond Stormwater Facility Outfall Structure Weir Retrofit	-	75,000	-	-	-	-	-	-	-	-	-
18	DS CRA Drainage Improvements	-	250,000	-	-	-	-	-	-	-	-	-
19	Floating Wetlands in City Stormwater Ponds	-	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
20	Baffle Box Replacement at Riverfront Park	-	-	-	30,000	-	300,000	-	-	-	-	-
21	FORD F-150	-	-	-	-	24,300	-	-	-	-	-	-
22	FORD 350SD	-	-	79,500	-	-	-	-	-	-	-	-
23	International TYMCO 600X	-	-	-	-	258,000	-	-	-	-	-	-
24	Thompson Trailer Mounted Pump	-	42,120	-	-	-	-	-	-	-	-	-
25	Nissan Frontier King Cab 4WD	-	12,500	-	-	-	-	-	-	-	-	-
26	Unspecified	-	250,000	-	-	-	-	500,000	500,000	500,000	500,000	500,000
27	**Total CIP (in Current Dollars)**	**$ 375,114**	**$ 2,417,620**	**$ 524,500**	**$ 420,000**	**$ 952,300**	**$ 960,000**	**$ 740,000**	**$ 740,000**	**$ 740,000**	**$ 740,000**	**$ 740,000**
28	Cumulative Projected Cost Escalation[1]	0.0%	0.0%	3.0%	6.1%	9.3%	12.6%	15.9%	19.4%	23.0%	26.7%	30.5%
29	**Total CIP (in Future Dollars)**	**$ 375,114**	**$ 2,417,620**	**$ 540,235**	**$ 445,578**	**$ 1,040,604**	**$ 1,080,488**	**$ 857,863**	**$ 883,599**	**$ 910,107**	**$ 937,410**	**$ 965,532**
30	Annual CIP Execution Percentage	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
31	**Final CIP Funding Level**	**$ 375,114**	**$ 2,417,620**	**$ 540,235**	**$ 445,578**	**$ 1,040,604**	**$ 1,080,488**	**$ 857,863**	**$ 883,599**	**$ 910,107**	**$ 937,410**	**$ 965,532**

[1]CIP Escalation factors are consistent with the Engineering News Record Construction Cost Index.

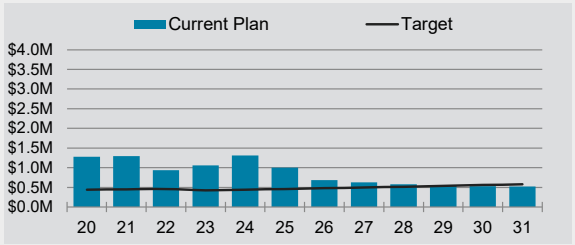
FAMS | CITY OF COCOA, FL

Financial Analysis & Management System By Stantec

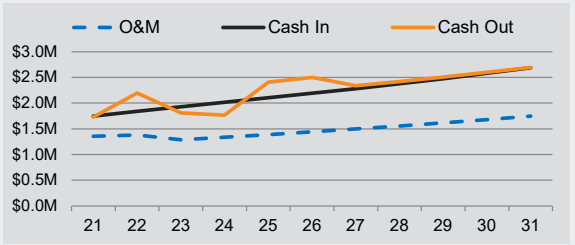
Stantec

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2026	FY 2031
Revenue Adjustment Plan	0.00%	4.50%	4.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	21.07%	43.80%
Tier 1 SFR Assessment	$78.43	$81.96	$85.65	$88.65	$91.75	$94.96	$98.28	$101.72	$105.28	$108.97	$112.78		
Tier 2 SFR Assessment	$120.67	$126.10	$131.77	$136.39	$141.16	$146.10	$151.21	$156.51	$161.98	$167.65	$173.52		
Tier 3 SFR Assessment	$209.97	$219.42	$229.29	$237.32	$245.62	$254.22	$263.12	$272.33	$281.86	$291.72	$301.93		
Annual $ Change (Tier 2)		*$5.43*	*$5.67*	*$4.61*	*$4.77*	*$4.94*	*$5.11*	*$5.29*	*$5.48*	*$5.67*	*$5.87*		

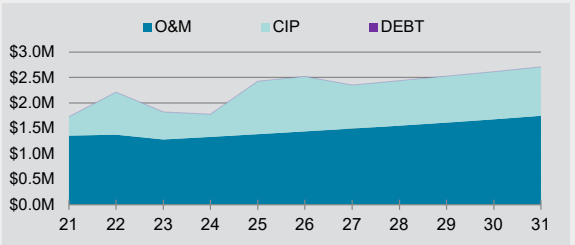
Operating Fund



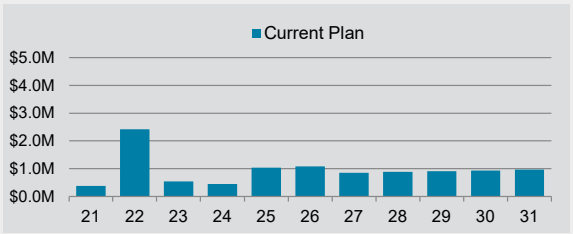
Revenues vs. Expenses



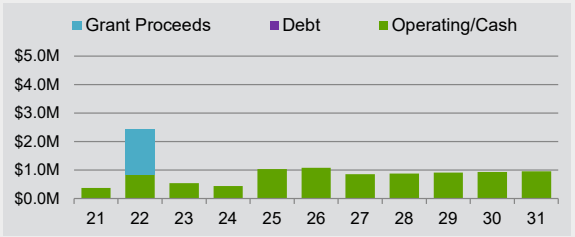
Expenses by Type



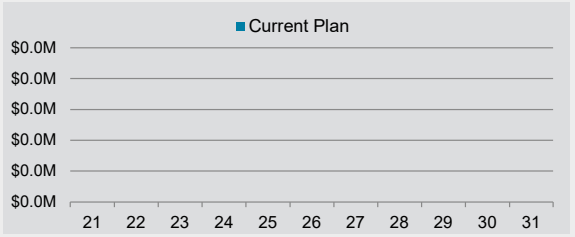
CIP Spending



CIP Funding



Borrowing



Pro Forma

Schedule 8

		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
1	**Operating Revenue**											
2	Stormwater Rate Revenue	$ 1,644,135	$ 1,644,135	$ 1,730,148	$ 1,820,661	$ 1,897,574	$ 1,977,737	$ 2,061,287	$ 2,148,366	$ 2,239,124	$ 2,333,716	$ 2,432,303
3	Change in Revenue From Growth	-	11,509	12,111	12,745	13,283	13,844	14,429	15,039	15,674	16,336	17,026
4	Tax Certificate Adjustment	-	-	-	-	-	-	-	-	-	-	-
5	Subtotal	$ 1,644,135	$ 1,655,644	$ 1,742,259	$ 1,833,405	$ 1,910,857	$ 1,991,582	$ 2,075,716	$ 2,163,405	$ 2,254,798	$ 2,350,052	$ 2,449,329
6	*Weighted Average Rate Increase*	*0.00%*	*4.50%*	*4.50%*	*3.50%*	*3.50%*	*3.50%*	*3.50%*	*3.50%*	*3.50%*	*3.50%*	*3.50%*
7	Additional Rate Revenue From Rate Increase	-	74,504	78,402	64,169	66,880	69,705	72,650	75,719	78,918	82,252	85,727
8	Total Rate Revenue	$ 1,644,135	$ 1,730,148	$ 1,820,661	$ 1,897,574	$ 1,977,737	$ 2,061,287	$ 2,148,366	$ 2,239,124	$ 2,333,716	$ 2,432,303	$ 2,535,056
9	Plus: Tax Certificate Revenue	101,003	100,000	105,232	109,677	114,310	119,139	124,172	129,418	134,885	140,584	146,523
10	**Equals: Total Operating Revenue**	**$ 1,745,138**	**$ 1,830,148**	**$ 1,925,892**	**$ 2,007,251**	**$ 2,092,048**	**$ 2,180,426**	**$ 2,272,538**	**$ 2,368,542**	**$ 2,468,601**	**$ 2,572,887**	**$ 2,681,579**
11	**Less: Operating Expenses**											
12	Personal Services	$ (547,299)	$ (611,146)	$ (635,403)	$ (660,819)	$ (687,461)	$ (715,399)	$ (744,710)	$ (775,476)	$ (807,782)	$ (841,722)	$ (877,393)
13	Cost of General Fund Services	(180,770)	(189,096)	(196,497)	(204,287)	(211,849)	(219,758)	(228,034)	(236,698)	(245,772)	(255,279)	(265,245)
14	Operations & Maintenance Costs	(627,559)	(575,953)	(452,762)	(469,239)	(486,387)	(504,238)	(522,824)	(542,179)	(562,339)	(583,343)	(605,229)
15	**Equals: Net Operating Income**	**$ 389,511**	**$ 469,177**	**$ 656,909**	**$ 689,056**	**$ 722,985**	**$ 758,165**	**$ 794,618**	**$ 832,366**	**$ 871,430**	**$ 911,828**	**$ 953,574**
16	**Plus: Non-Operating Income/(Expense)**											
17	Interest Income	$ 3,213	$ 2,787	$ 4,981	$ 5,911	$ 8,646	$ 6,305	$ 6,547	$ 6,042	$ 5,655	$ 5,393	$ 5,262
18	Non-Operating Revenue	821	400	400	400	400	400	400	400	400	400	400
19	**Equals: Net Income**	**$ 393,545**	**$ 472,364**	**$ 662,291**	**$ 695,367**	**$ 732,031**	**$ 764,870**	**$ 801,565**	**$ 838,808**	**$ 877,485**	**$ 917,620**	**$ 959,236**
20	**Unrestricted Reserve Fund Test**											
21	Balance At Beginning Of Fiscal Year	$ 1,276,037	$ 1,294,468	$ 935,212	$ 1,057,267	$ 1,307,056	$ 998,484	$ 682,865	$ 626,567	$ 581,776	$ 549,154	$ 529,365
22	Cash Flow Surplus/(Deficit)	393,545	477,364	662,291	695,367	732,031	764,870	801,565	838,808	877,485	917,620	959,236
23	Projects Designated To Be Paid With Cash	(375,114)	(836,620)	(540,235)	(445,578)	(1,040,604)	(1,080,488)	(857,863)	(883,599)	(910,107)	(937,410)	(965,532)
24	**Balance At End Of Fiscal Year**	**$ 1,294,468**	**$ 935,212**	**$ 1,057,267**	**$ 1,307,056**	**$ 998,484**	**$ 682,865**	**$ 626,567**	**$ 581,776**	**$ 549,154**	**$ 529,365**	**$ 523,068**
25	Minimum Working Capital Reserve Target	451,876	458,732	428,221	444,782	461,899	479,798	498,523	518,118	538,631	560,114	582,622
26	**Excess/(Deficiency) Of Working Capital To Target**	**$ 842,592**	**$ 481,555**	**$ 634,273**	**$ 867,658**	**$ 542,129**	**$ 208,778**	**$ 133,927**	**$ 69,718**	**$ 16,764**	**$ (24,322)**	**$ (52,933)**

Capital Project Funding Summary

Schedule 9

Final Capital Projects Funding Sources	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Grant Proceeds	$ -	$ 1,581,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Revenue Fund	375,114	836,620	540,235	445,578	1,040,604	1,080,488	857,863	883,599	910,107	937,410	965,532
Total Projects Paid	**$ 375,114**	**$ 2,417,620**	**$ 540,235**	**$ 445,578**	**$ 1,040,604**	**$ 1,080,488**	**$ 857,863**	**$ 883,599**	**$ 910,107**	**$ 937,410**	**$ 965,532**

Funding Summary by Fund

Schedule 10

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Grant Proceeds											
Balance At Beginning Of Fiscal Year	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Revenues	-	1,581,000	-	-	-	-	-	-	-	-	-
Less: Annual Expenses	-	-	-	-	-	-	-	-	-	-	-
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ -	$ 1,581,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Less: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Total Amount Available For Projects	-	1,581,000	-	-	-	-	-	-	-	-	-
Amount Paid For Projects	-	(1,581,000)	-	-	-	-	-	-	-	-	-
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Add Back: Restricted Funds	-	-	-	-	-	-	-	-	-	-	-
Plus: Interest Earnings	-	-	-	-	-	-	-	-	-	-	-
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Revenue Fund											
Balance At Beginning Of Fiscal Year	$ 1,276,037	$ 1,294,468	$ 935,212	$ 1,057,267	$ 1,307,056	$ 998,484	$ 682,865	$ 626,567	$ 581,776	$ 549,154	$ 529,365
Net Cash Flow	393,545	477,364	662,291	695,367	732,031	764,870	801,565	838,808	877,485	917,620	959,236
Less: Cash-Funded Capital Projects	-	(54,620)	(246,685)	(47,741)	(357,650)	-	-	-	-	(937,410)	(965,532)
Less: Payment Of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 1,669,582	$ 1,717,212	$ 1,350,817	$ 1,704,894	$ 1,681,438	$ 1,763,353	$ 1,484,430	$ 1,465,375	$ 1,459,261	$ 529,365	$ 523,068
Less: Restricted Funds	(451,876)	(453,657)	(422,994)	(439,398)	(456,354)	(474,087)	(492,640)	(512,059)	(532,390)	(529,365)	(523,068)
Total Amount Available For Projects	$ 1,217,706	$ 1,263,555	$ 927,823	$ 1,265,495	$ 1,225,084	$ 1,289,266	$ 991,790	$ 953,317	$ 926,871	$ -	$ -
Amount Paid For Projects	(375,114)	(782,000)	(293,550)	(397,838)	(682,954)	(1,080,488)	(857,863)	(883,599)	(910,107)	-	-
Subtotal	$ 842,592	$ 481,555	$ 634,273	$ 867,658	$ 542,129	$ 208,778	$ 133,927	$ 69,718	$ 16,764	$ -	$ -
Add Back: Restricted Funds	451,876	453,657	422,994	439,398	456,354	474,087	492,640	512,059	532,390	529,365	523,068
Plus: Interest Earnings	3,213	2,787	4,981	5,911	8,646	6,305	6,547	6,042	5,655	5,393	5,262
Less: Interest Allocated To Cash Flow	(3,213)	(2,787)	(4,981)	(5,911)	(8,646)	(6,305)	(6,547)	(6,042)	(5,655)	(5,393)	(5,262)
Balance At End Of Fiscal Year	**$ 1,294,468**	**$ 935,212**	**$ 1,057,267**	**$ 1,307,056**	**$ 998,484**	**$ 682,865**	**$ 626,567**	**$ 581,776**	**$ 549,154**	**$ 529,365**	**$ 523,068**

Senior Lien Borrowing Projections

Schedule 11

			FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Term (Years)			30	30	30	30	30	30	30	30	30	30	30
Interest Rate			3.50%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
Sources of Funds													
Par Amount			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Uses of Funds													
Proceeds			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cost of Issuance	2.00%	of Par	-	-	-	-	-	-	-	-	-	-	-
Debt Service Reserve	1	Year(s) of Debt Service	-	-	-	-	-	-	-	-	-	-	-
Total Uses			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1 Year Interest			-	-	-	-	-	-	-	-	-	-	-
Annual Debt Service			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Debt Service			-	-	-	-	-	-	-	-	-	-	-
Cumulative New Annual Senior Lien Debt Service[1]			**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

[1]Reflects interest-only payment due in year of issuance.

Legislation Details (With Text)

File #:	21-573	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Public Hearing
File created:	8/23/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Conduct a Public Hearing on the tentative millage rate and tentative budget and: (a) Adopt Resolution No. 2021-080 adopting a tentative millage rate of 6.4532 mills, for the City of Cocoa, commencing on October 1, 2021 and ending on September 30, 2022. (b) Adopt Resolution No. 2021-081 adopting the FY2022 tentative budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2021 and ending on September 30, 2022. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution Tentative Millage Rate 2021-080.pdf Resolution Tentative Budget 2021-081.pdf Budget Preparation Worksheet 9-9-21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 23, 2021
Agenda Date: September 14, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Stockton Whitten, City Manager

Requested Action:
Conduct a Public Hearing on the tentative millage rate and tentative budget and:

Adopt Resolution No. 2021-080 adopting a tentative millage rate of 6.4532 mills, for the City of Cocoa, commencing on October 1, 2021 and ending on September 30, 2022.

Adopt Resolution No. 2021-081 adopting the FY2022 tentative budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2021 and ending on September 30, 2022.

BACKGROUND:

On July 27, 2021, the City Council approved Resolution 2021-060 establishing the rolled-back millage rate of 5.8749 and a proposed millage rate of 6.4532 mills, which represents an increase of 9.84% over the rolled-back rate and is characterized as the percentage increase in property taxes tentatively adopted by the City Council pursuant with section 200.065(2)(c), Florida Statutes.

The proposed millage rate of 6.4532 mills for Fiscal Year (FY) 2022 is an increase of 7.93% over the

adopted FY 2021 millage rate of 5.9790 mills. The City of Council also set the date, time and place of the Public Hearing to consider the Final Millage Rate and the FY 2022 Final Budget as September 28, 2021, at 65 Stone Street, Cocoa, Fl. 32922 at 6:00p.m.

Pursuant with section 200.065, Florida Statutes, the City Council must conduct a public hearing on the proposed millage rate and tentative budget within 65-80 days of certification of taxable value to the property appraiser. A second hearing is required 97-100 days after certification to adopt the final millage rate and budget. During each of these hearings, the law requires that "the first substantive issue discussed shall be the percentage increase in millage over the rolled-back rate necessary to fund the budget, if any, and the specific purposes for which ad valorem tax revenues are being increased." During such discussion, the City Council shall hear comments regarding the proposed increase and the City will explain the reasons for the proposed increase over the rolled-back rate. Further, section 200.065, Florida Statutes, also requires the City Council to adopt the tentative millage rate prior to adopting the tentative budget.

STRATEGIC PLAN CONNECTION:

To provide transparency during the TRIM (Truth in Millage) and Budget process for accountability to the taxpayers of the City of Cocoa. Through the strategic planning process, the City committed to develop a financially sustainable revenue base to support and deliver high quality municipal services. A financial analysis provided by the consulting firm of Stantec indicated the need for the City to maintain its current millage rate, as one of the many recommendations, to place the City on a path of fiscal sustainability over the next five to ten years.

BUDGETARY IMPACT:

The City budgeted 97% of the gross ad valorem revenue of $7,885,934 for FY 2022, which equals $7,649,355. This results in an increase of $1,022,451 over the FY 2021 budget of $6,626,904.

Total FY 2022 Budget, All Funds: $145,575,600.

PREVIOUS ACTION:

July 27, 2021, Resolution 2021-60 established the rolled back millage rate, adopted a Proposed Tentative Millage Rate, and set the date, time, and place of the first Public Hearing to consider the FY 2022 Budget.

RECOMMENDED MOTION:

Conduct a Public Hearing on the tentative millage rate and tentative budget and:

Adopt Resolution No. 2021-080 adopting a tentative millage rate of 6.4532 mills, for the City of Cocoa, commencing on October 1, 2021 and ending on September 30, 2022.

Adopt Resolution No. 2021-081 adopting the FY2022 tentative budget and CIP for the City of Cocoa Fiscal Year, commencing on October 1, 2021 and ending on September 30, 2022.

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RESOLUTION NO. 2021-080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE FOR THE CITY OF COCOA FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, ANNOUNCING THE PERCENTAGE BY WHICH THE TENTATIVE 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 24, 2019, whereby a proposed tentative millage rate was adopted and the date, time, and place of a public hearing to consider the tentative 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 tentative millage rate and tentative budget; and

WHEREAS, pursuant to this same statute a public hearing was held on September 14, 2021, for the purpose of adopting a tentative millage rate to establish the tentative budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Cocoa has made any necessary recalculations to the proposed millage rate and desires to adopt the recalculated proposed millage rate and publicly announce the percent by which the recomputed proposed millage rate exceeds the rolled back rate computed pursuant to *Florida Statutes 200.065(1).*

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

SECTION 1. The Cocoa City Council adopts a tentative millage rate of 6.4532 for the Fiscal Year 2021-2022, which commences October 1, 2021, and ends September 30, 2022. The millage rate of 6.4532 represents 9.84% increase over the percent of change, of the rolled back rate of 5.8749.

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 regular meeting assembled on the 14th day of September, 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

RESOLUTION NO. 2021-081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE CITY OF COCOA FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021, AND ENDING SEPTEMBER 30, 2022; 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 27, 2021, whereby a proposed millage rate was adopted; and

WHEREAS, pursuant to this same statute a public hearing was held on September 14, 2021, for the purpose of adopting a tentative budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Cocoa has adopted a tentative millage rate in accordance with State Statute and has held a public hearing on the tentative budget; and

WHEREAS, the City of Cocoa City Council desires to adopt a tentative budget for Fiscal Year 2021-2022.

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

SECTION 1. Having adopted a tentative millage rate of 6.4532 for the City of Cocoa Fiscal Year 2021-2022, the Cocoa City Council adopts a tentative budget as may be amended for Fiscal Year 2021-2022, which commences October 1, 2021, and ends September 30, 2022.

SECTION 2. Proposed expenditures in the tentative budget total **$145,575,600,** Ad Valorem proceeds included in the tentative budget are budgeted for operating purposes at 97% ($7,649,355) of the current year gross taxable value of $1,222,019,304.

SECTION 3. In accordance with *Florida Statute 200.065,* within 15 days of adopting the tentative budget, the City of Cocoa shall advertise in a newspaper of general circulation in Brevard County its intent to adopt a final millage rate and budget. A public hearing to finalize the budget and adopt a millage rate shall be held not less than two (2) days or more than five (5) days after the day that the advertisement is first published.

SECTION 4. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 5. 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 6. 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 14th day of September 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
GENERAL FUND						
*		43,133,827-	47,168,558-	40,394,146-	39,584,908-	34,389,124-
**	REVENUE	43,133,827-	47,168,558-	40,394,146-	39,584,908-	34,389,124-
*	PERSONAL SERVICES	26,449,930	25,183,256	20,577,653	23,490,331	22,255,665
*	OPERATING	12,344,867	13,742,705	10,057,238	9,839,117	9,553,917
*	CAPITAL	1,412,446	5,032,460	2,433,339	1,253,637	1,461,049
*	GRANTS & AIDS	1,177,496	1,133,502	1,118,363	1,088,572	3,056,986
*	OTHER USES	1,749,088	2,076,635	2,076,645	2,031,202	7,544,758
**	EXPENDITURE	43,133,827	47,168,558	36,263,238	37,702,859	43,872,375
***	GENERAL FUND	0	0	4,130,908-	1,882,049-	9,483,251

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
CDBG						
*		377,166-	711,789-	310,211-	380,450-	634,093-
**	REVENUE	377,166-	711,789-	310,211-	380,450-	634,093-
*	PERSONAL SERVICES	32,630	47,531	23,907	25,540	24,184
*	OPERATING	23,091	5,655	1,850	2,564	3,233
*	CAPITAL	0	0	0	285,705	162,293
*	GRANTS & AIDS	209,187	217,279	171,904	67,132	74,334
*	OTHER USES	112,258	441,322	343,125	484	0
**	EXPENDITURE	377,166	711,787	540,786	381,425	264,044
***	CDBG	0	2-	230,575	975	370,049-

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
BREVARD COUNTY HOME						
*		476,284-	551,359-	7,153-	30,506-	7,437-
**	REVENUE	476,284-	551,359-	7,153-	30,506-	7,437-
*	PERSONAL SERVICES	7,845	6,715	5,977	6,386	6,047
*	OPERATING	8,890	1,232	0	0	546
*	GRANTS & AIDS	459,549	543,412	260,000	140,000	0
**	EXPENDITURE	476,284	551,359	265,977	146,386	6,593
***	BREVARD COUNTY HOME	0	0	258,824	115,880	844-

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
SHIP/COCOA HOUSING TRUST						
*		139,978-	81,852-	37,116-	35,532-	28,119-
**	REVENUE	139,978-	81,852-	37,116-	35,532-	28,119-
*	PERSONAL SERVICES	11,998	0	0	1,711-	0
*	OPERATING	0	782	200	246	2,543
*	GRANTS & AIDS	127,980	81,070	10,400	12,932	145,494
**	EXPENDITURE	139,978	81,852	10,600	11,467	148,037
***	SHIP/COCOA HOUSING TRUST	0	0	26,516-	24,065-	119,918

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
BUILDING PERMITS						
*		620,060-	540,730-	1,310,460-	0	0
**	REVENUE	620,060-	540,730-	1,310,460-	0	0
*	PERSONAL SERVICES	495,071	491,339	398,450	0	0
*	OPERATING	124,989	49,391	12,899	0	0
**	EXPENDITURE	620,060	540,730	411,349	0	0
***	BUILDING PERMITS	0	0	899,111-	0	0

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
SEC 108 LOAN GUARANTEE						
*		112,258-	266,322-	168,125-	914,421-	0
**	REVENUE	112,258-	266,322-	168,125-	914,421-	0
*	OPERATING	0	0	0	140	0
*	CAPITAL	0	0	0	827,702	66,298
*	DEBT SERVICE	112,258	266,322	258,465	20,280	0
**	EXPENDITURE	112,258	266,322	258,465	848,122	66,298
***	SEC 108 LOAN GUARANTEE	0	0	90,340	66,299-	66,298

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
CRA COCOA RDA						
*		3,561,328-	1,619,792-	1,453,556-	1,355,733-	1,477,453-
**	REVENUE	3,561,328-	1,619,792-	1,453,556-	1,355,733-	1,477,453-
*	PERSONAL SERVICES	55,706	58,699	46,616	34,682	42,923
*	OPERATING	1,431,274	841,275	295,709	208,410	265,453
*	CAPITAL	0	260,911	250,423	182,392	37,361
*	DEBT SERVICE	0	0	0	0	241,783
*	GRANTS & AIDS	0	55,000	23,338	30,000	25,797
*	OTHER USES	2,074,348	403,907	403,907	736,669	366,796
**	EXPENDITURE	3,561,328	1,619,792	1,019,993	1,192,153	980,113
***	CRA COCOA RDA	0	0	433,563-	163,580-	497,340-

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
CRA DIAMOND SQUARE 626						
*		731,212-	317,017-	290,513-	239,635-	202,728-
**	REVENUE	731,212-	317,017-	290,513-	239,635-	202,728-
*	PERSONAL SERVICES	30,950	33,519	26,113	12,148	25,512
*	OPERATING	677,762	248,498	46,949	43,584	99,749
*	CAPITAL	0	0	0	47,488	0
*	GRANTS & AIDS	22,500	35,000	12,305	0	0
**	EXPENDITURE	731,212	317,017	85,367	103,220	125,261
***	CRA DIAMOND SQUARE 626	0	0	205,146-	136,415-	77,467-

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
CRA US1 CORRIDOR						
*		0	5,265-	44-	205,491-	336,262-
**	REVENUE	0	5,265-	44-	205,491-	336,262-
*	OPERATING	0	5,265	5,000	7,943	5,088
*	GRANTS & AIDS	0	0	0	201,090	336,814
**	EXPENDITURE	0	5,265	5,000	209,033	341,902
***	CRA US1 CORRIDOR	0	0	4,956	3,542	5,640

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
AMERICAN RESCUE PLAN FUND						
*		0	185,310-	1,942,961-	0	0
**	REVENUE	0	185,310-	1,942,961-	0	0
*	CAPITAL	0	5,310	5,310	0	0
*	GRANTS & AIDS	0	180,000	553,856	0	0
**	EXPENDITURE	0	185,310	559,166	0	0
***	AMERICAN RESCUE PLAN FUND	0	0	1,383,795-	0	0

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
LAW ENFORCEMENT TRUST						
*		6,104-	9,130-	9,027	497-	1,694-
**	REVENUE	6,104-	9,130-	9,027	497-	1,694-
*	OPERATING	6,104	9,130	9,130	7,094	11,301
*	CAPITAL	0	0	12,547	58,622	0
*	OTHER USES	0	0	7,589	0	0
**	EXPENDITURE	6,104	9,130	29,266	65,716	11,301
***	LAW ENFORCEMENT TRUST	0	0	38,293	65,219	9,607

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
POLICE SPECIAL EDUCATION						
*		4,500-	14,500-	3,512-	3,917-	4,372-
**	REVENUE	4,500-	14,500-	3,512-	3,917-	4,372-
*	OPERATING	4,500	14,500	2,679	1,797	0
**	EXPENDITURE	4,500	14,500	2,679	1,797	0
***	POLICE SPECIAL EDUCATION	0	0	833-	2,120-	4,372-

	FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
FEDERAL FORFEITURE FUND					
*	0	0	7,589-	0	0
** REVENUE	0	0	7,589-	0	0
* OTHER USES	0	0	3,342	0	0
** EXPENDITURE	0	0	3,342	0	0
*** FEDERAL FORFEITURE FUND	0	0	4,247-	0	0

	FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
DEBT SERVICE FUND					
*	1,749,088-	1,745,706-	1,747,772-	1,792,762-	381,135-
** REVENUE	1,749,088-	1,745,706-	1,747,772-	1,792,762-	381,135-
* OPERATING	0	0	0	45	32
* DEBT SERVICE	1,749,088	1,745,706	441,534	1,750,335	1,754,330
** EXPENDITURE	1,749,088	1,745,706	441,534	1,750,380	1,754,362
*** DEBT SERVICE FUND	0	0	1,306,238-	42,382-	1,373,227

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
CAPITAL PROJECTS FUND						
*		671,968-	91,628-	96,299-	301,012-	3,564,803-
**	REVENUE	671,968-	91,628-	96,299-	301,012-	3,564,803-
*	OPERATING	0	0	0	6,458	9,136
*	CAPITAL	0	0	0	2,901,022	507,655
*	DEBT SERVICE	671,968	91,628	0	0	0
*	OTHER USES	0	0	0	237,314	2,800
**	EXPENDITURE	671,968	91,628	0	3,144,794	519,591
***	CAPITAL PROJECTS FUND	0	0	96,299-	2,843,782	3,045,212-

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
RIVERFRONT/LEE WENNER PK						
*		0	0	391-	1,269,982-	2,048,740-
**	REVENUE	0	0	391-	1,269,982-	2,048,740-
*	CAPITAL	0	0	0	2,844,971	328,775
**	EXPENDITURE	0	0	0	2,844,971	328,775
***	RIVERFRONT/LEE WENNER PK	0	0	391-	1,574,989	1,719,965-

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
FISKE BV CMPLT STRTSCAPE						
*		0	3,819,585-	5,755-	5,694-	1,500,000-
**	REVENUE	0	3,819,585-	5,755-	5,694-	1,500,000-
*	CAPITAL	0	3,819,585	0	0	0
**	EXPENDITURE	0	3,819,585	0	0	0
***	FISKE BV CMPLT STRTSCAPE	0	0	5,755-	5,694-	1,500,000-

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
WATER/SEWER FUND						
*		73,308,523-	82,580,527-	59,312,245-	82,088,663-	70,656,509-
**	REVENUE	73,308,523-	82,580,527-	59,312,245-	82,088,663-	70,656,509-
*	PERSONAL SERVICES	19,738,253	17,150,012	12,414,229	14,581,237	14,627,411
*	OPERATING	27,813,828	28,323,809	24,104,133	34,407,805	32,871,988
*	CAPITAL	3,899,296	7,308,356	2,003,972	1-	0
*	DEBT SERVICE	0	75,000	131,220	0	581,928
*	GRANTS & AIDS	1,200	1,200	0	0	1,000
*	OTHER USES	21,855,946	29,722,152	29,172,662	20,367,130	22,307,262
**	EXPENDITURE	73,308,523	82,580,529	67,826,216	69,356,171	70,389,589
***	WATER/SEWER FUND	0	2	8,513,971	12,732,492-	266,920-

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
WATER/SEWER IMPACT FEE						
*		2,232,899-	2,233,605-	3,628,225-	0	0
**	REVENUE	2,232,899-	2,233,605-	3,628,225-	0	0
*	OTHER USES	2,232,899	2,233,605	2,233,605	0	0
**	EXPENDITURE	2,232,899	2,233,605	2,233,605	0	0
***	WATER/SEWER IMPACT FEE	0	0	1,394,620-	0	0

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
STORMWATER UTILITY						
*		1,830,548-	1,949,546-	1,876,711-	1,747,588-	1,662,751-
**	REVENUE	1,830,548-	1,949,546-	1,876,711-	1,747,588-	1,662,751-
*	PERSONAL SERVICES	647,688	567,588	450,249	495,403	666,786
*	OPERATING	640,240	843,003	581,618	1,117,001	855,991
*	CAPITAL	542,620	538,955	442,907	0	0
**	EXPENDITURE	1,830,548	1,949,546	1,474,774	1,612,404	1,522,777
***	STORMWATER UTILITY	0	0	401,937-	135,184-	139,974-

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
RENEWAL & REPLACE FUND						
*		5,753,371-	11,936,983-	11,484,879-	0	0
**	REVENUE	5,753,371-	11,936,983-	11,484,879-	0	0
*	CAPITAL	5,753,371	11,936,983	2,539,260	0	0
**	EXPENDITURE	5,753,371	11,936,983	2,539,260	0	0
***	RENEWAL & REPLACE FUND	0	0	8,945,619-	0	0

	FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
W/S RESTRICTED ASSETS					
*	9,535,205-	9,792,610-	11,057,315-	12,756,272-	14,141,352-
** REVENUE	9,535,205-	9,792,610-	11,057,315-	12,756,272-	14,141,352-
* OPERATING	0	0	390	1,346	870
* DEBT SERVICE	9,535,205	9,785,358	3,126,814	4,605,744	4,589,898
* OTHER USES	0	7,252	0	5,960,156	42,063,252
** EXPENDITURE	9,535,205	9,792,610	3,127,204	10,567,246	46,654,020
*** W/S RESTRICTED ASSETS	0	0	7,930,111-	2,189,026-	32,512,668

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
WS CPTL PROJ 2018B						
*		0	33,555,225-	907,861-	412,224-	42,613,740-
**	REVENUE	0	33,555,225-	907,861-	412,224-	42,613,740-
*	OPERATING	0	1,800	0	56,470	58,905
*	CAPITAL	0	33,276,748	21,326,459	0	0
*	OTHER USES	0	276,677	276,677	0	927,731
**	EXPENDITURE	0	33,555,225	21,603,136	56,470	986,636
***	WS CPTL PROJ 2018B	0	0	20,695,275	355,754-	41,627,104-

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
WORKERS COMPENSATION FUND						
*		1,252,392-	1,208,944-	1,164,984-	1,399,826-	1,160,211-
**	REVENUE	1,252,392-	1,208,944-	1,164,984-	1,399,826-	1,160,211-
*	PERSONAL SERVICES	980,892	945,444	702,765	452,527	884,820
*	OPERATING	271,500	263,500	256,189	187,561	210,824
**	EXPENDITURE	1,252,392	1,208,944	958,954	640,088	1,095,644
***	WORKERS COMPENSATION FUND	0	0	206,030-	759,738-	64,567-

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
HEALTH INSURANCE FUND						
*		78,889-	6,827,260-	5,894,098-	7,338,382-	6,824,408-
**	REVENUE	78,889-	6,827,260-	5,894,098-	7,338,382-	6,824,408-
*	PERSONAL SERVICES	0	5,436,860	4,947,000	5,197,709	5,557,945
*	OPERATING	78,889	1,390,400	998,819	1,252,167	1,122,000
**	EXPENDITURE	78,889	6,827,260	5,945,819	6,449,876	6,679,945
***	HEALTH INSURANCE FUND	0	0	51,721	888,506-	144,463-

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
GENERAL RETIREMENT FUND						
*		0	0	3,335,601-	1,783,285-	923,714-
**	REVENUE	0	0	3,335,601-	1,783,285-	923,714-
*	OPERATING	0	0	1,309,944	1,312,574	1,571,580
**	EXPENDITURE	0	0	1,309,944	1,312,574	1,571,580
***	GENERAL RETIREMENT FUND	0	0	2,025,657-	470,711-	647,866

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
401A RETIREMENT FUND						
*		0	0	538,315-	382,916-	175,557-
**	REVENUE	0	0	538,315-	382,916-	175,557-
*	OPERATING	0	0	200,626	577,098	912,338
**	EXPENDITURE	0	0	200,626	577,098	912,338
***	401A RETIREMENT FUND	0	0	337,689-	194,182	736,781

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
POLICE RETIREMENT FUND						
*		0	0	7,913,023-	4,011,746-	2,891,118-
**	REVENUE	0	0	7,913,023-	4,011,746-	2,891,118-
*	OPERATING	0	0	2,101,767	1,896,977	1,925,090
**	EXPENDITURE	0	0	2,101,767	1,896,977	1,925,090
***	POLICE RETIREMENT FUND	0	0	5,811,256-	2,114,769-	966,028-

	FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
FIRE RETIREMENT FUND					
*	0	0	6,916,717-	3,494,306-	2,211,511-
** REVENUE	0	0	6,916,717-	3,494,306-	2,211,511-
* OPERATING	0	0	1,973,692	1,871,851	2,010,061
** EXPENDITURE	0	0	1,973,692	1,871,851	2,010,061
*** FIRE RETIREMENT FUND	0	0	4,943,025-	1,622,455-	201,450-

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
TAYLOR CREEK PROJECT						
*	OPERATING	0	0	0	0	3,519
**	EXPENDITURE	0	0	0	0	3,519
***	TAYLOR CREEK PROJECT	0	0	0	0	3,519

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
GENERAL FIXED ASSET GP						
*		0	0	0	174,608	21,446
**	REVENUE	0	0	0	174,608	21,446
*	OPERATING	0	0	2,638	2,859,773	3,014,609
**	EXPENDITURE	0	0	2,638	2,859,773	3,014,609
***	GENERAL FIXED ASSET GP	0	0	2,638	3,034,381	3,036,055

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
GENERAL FIXED RDA						
*	OPERATING	0	0	0	37,178	36,386
**	EXPENDITURE	0	0	0	37,178	36,386
***	GENERAL FIXED RDA	0	0	0	37,178	36,386

		FY 2022 CM ADJUSTMENT BUDGET LEVEL	FY 2021 ADJUSTED BUDGET	FY 2021 Y-T-D ACTUALS	FY 2019 ACTUALS	FY 2018 ACTUALS
GENERAL LONG TERM DEBT GP						
*	PERSONAL SERVICES	0	0	0	1,887,625	2,516,360
*	DEBT SERVICE	0	0	0	24,181	421,240-
**	EXPENDITURE	0	0	0	1,911,806	2,095,120
***	GENERAL LONG TERM DEBT GP	0	0	0	1,911,806	2,095,120
		0	0	10,602,153-	13,809,305-	499,419-

Legislation Details (With Text)

File #:	21-587	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	8/25/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Approve the extension of the expiration date of Resolution 2021-013 from September 30, 2021 to December 31, 2021, to continue to allow expanded outdoor dining options due to the Covid 19 pandemic. (Interim Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2021-013.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 25, 2021
Agenda Date: September 14, 2021
Prepared By: Charlene Neuterman, Interim Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve the extension of the expiration date of Resolution 2021-13 from September 30, 2021 to December 31, 2021, to continue to allow expanded outdoor dining options due to the Covid 19 pandemic.

BACKGROUND:

On July 27, 2021, Council approved Resolution 2021-13 extending the expiration date of expanded outdoor dining options for local restaurants currently approved for the temporary provision to September 30, 2021.

During the pandemic, the City allowed for outdoor dining in an effort to support the local restaurant industry. A variety of different establishments took advantage of this opportunity. Since that time the temporary outdoor dining Resolution that the City established has sunset. There are still a few businesses that would like to continue to utilize City Right of Way, more specifically the parking in front of their businesses on a permanent bases for outdoor dining.

Currently, the following establishments have applied for and were approved for the temporary expanded outdoor seating areas:

- Beef O' Brady's - private area only utilized; no public or private parking areas used
- Ossorio Bakery & Café - public sidewalk area only
- Jerk Flavas Jamaican Restaurant - private area only and no public or private parking

areas used

- Village Idiot Pub - approved 4 public parking spaces but currently utilizing only 3
- Pub Americana - approved 3 public parking spaces
- Dog and Bone - approved limited use of the gazebo in Myrt Tharpe Square - no public or private parking areas used

Staff is requesting Council approval of Resolution 2021-13, extending the expiration date of expanded outdoor dining options for local restaurants through December 31, 2021.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

On May 6, 2020, Cocoa City Council approved Resolution 2020-146 establishing a limited permit-outdoor seating area for local restaurants to be able to expand dining options for patrons while under the seating capacity limitations ordered by the State.

On Tuesday, October 13, 2020, Cocoa City Council adopted Resolution 2020-218 extending Resolution 2020-146 expanding outdoor dining options through February 28, 2021.

On February 23, 2021, Council adopted Resolution 2021-13 to extend the expiration date of Resolution 2020-146, as amended by Resolution 2020-218, to June 30, 2021 to continue to allow expanded outdoor dining options due to the Covid-19 emergency.

On July 27, 2021, Council extended the expiration date of Resolution 2021-13 through September 30, 2021.

RECOMMENDED MOTION:

Approve the extension of the expiration date of Resolution 2021-13 from September 30, 2021 to December 31, 2021, to continue to allow expanded outdoor dining options due to the Covid 19 pandemic.

RESOLUTION NO. 2021-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING RESOLUTION 2020-146, AS AMENDED BY RESOLUTION NO. 2020-218, WHICH ESTABLISHED A LIMITED PERMIT FOR NEW, TEMPORARY, OUTDOOR SEATING AREAS FOR RESTAURANTS IN THE CITY DUE TO CORONAVIRUS TO MODIFY THE EXPIRATION DATE UNTIL JUNE 30, 2021; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a severe, acute respiratory illness that appears to occur through respiratory transmission and presents symptoms similar to those of influenza; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52, declaring that appropriate measures to control the spread of COVID-19 in the State of Florida were necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on September 25, 2020, Governor Ron DeSantis issued Executive Order 20-244, which superseded and eliminated any and all restrictions of previous Executive Orders 20-112, 20-123, 20-139, 20-192, 20-214, and 20-223, which established Phases I and II of the path to re-opening Florida, except as modified in Executive Order 20-244; and

WHEREAS, specifically, Executive Order 20-244, provides that restaurants, including any establishment with a food service license, may not be limited by a COVID-19 emergency order by any local government to less than fifty percent (50%) of their indoor capacity and, further, that if a restaurant is limited to less than one hundred percent (100%) of its indoor capacity, such COVID-19 emergency order must quantify the economic impact of each limitation or requirement on those restaurants and explain why each limitation or requirement is necessary for public health; and

WHEREAS, the City of Cocoa has not adopted any local emergency order limiting the indoor capacity of restaurants in the City and, consequently, Executive Order 20-244 has had the practical effect of eliminating all limitations on indoor capacity of restaurants in the City; and

WHEREAS, previously, the City desired to establish a quick and efficient process for restaurants to obtain a limited permit authorizing temporary outdoor seating capacity as a result of the capacity restrictions on indoor dining as provided in the superseded Executive Orders and adopted Resolution 2020-146 to accomplish this objective; and

WHEREAS, Resolution 2020-146 provided that all limited permits authorizing new, temporary outdoor seating areas would expire upon the rescission or expiration (with no extension) of Governor Ron DeSantis's Executive Order 20-112 or upon the rescission or expiration (with no extension) of any subsequent executive order by Governor Ron DeSantis which maintained limited indoor seating capacity to seventy-five percent (75%) or less; and

WHEREAS, the City of Cocoa recognizes that the Centers for Disease Control and Prevention's (CDC) Guidance on "Considerations for Restaurants and Bars," updated September 6, 2020, still provides that outdoor seating at restaurants reduces the risk of spread of COVID-19 and recommends prioritizing outdoor seating as much as possible; and

WHEREAS, the City Council desires to amend Resolution 2020-146, as amended by 2020-218, to retroactively extend limited permits which may have been issued for temporary outdoor seating, to provide for a second extension and new expiration of December 31, 2021; 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. Amendment of Resolution 2020-146, as Amended by Resolution 2020-218. Section 2 G. of City of Cocoa Resolution 2020-146, as amended by Resolution 2020-218, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from this Resolution of text existing in the Resolution 2020-146, as amended by Resolution 2020-218. It is intended that the text in the Resolution 2020-146, as amended by Resolution 2020-218, denoted by the asterisks and set forth in this Resolution shall remain unchanged from the language existing prior to adoption of this Resolution):

RESOLUTION 2020-146, as amended by Resolution 2020-218

(* * *)

SECTION 2. Limited Permit to Authorize New, Temporary Outdoor Seating Areas.

(* * *)

G. *Retroactive Extension and Expiration.* All limited permits authorizing new, temporary outdoor seating areas shall expire on December 31 ~~September 30, 2021~~June 30, 2021 ~~February 28~~, 2021 or upon adoption of a subsequent resolution of the City Council terminating such permits and the limited temporary outdoor seating program, whichever is sooner. All limited permits authorizing new, temporary outdoor seating areas previously issued pursuant to Resolution 2020-146, as amended by Resolution 2020-218, shall be automatically and retroactively extended upon the adoption of this Resolution. However, nothing herein is intended to supersede the City Manager's authority to revoke individual limited permits pursuant to Section H herein.

(* * *)

SECTION 3. Repeal of Prior Inconsistent Resolution. All prior resolutions or parts of resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 4. Conflicts and Severability. Should any section or provision of this resolution, or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 5. 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 14th day of September 2021.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	21-598	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	8/31/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Consider the reappointment of Ms. Sherry Woodhouse as a member of the General Pension Board through September 30, 2024. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Intent to Reapply.pdf General Pension Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: August 31, 2021
Agenda Date: September 14, 2021
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Ms. Sherry Woodhouse as a member of the General Pension Board through September 30, 2024.

BACKGROUND:

Ms. Sherry Woodhouse has served on the General Pension Board since November, 2007. Her current term expires on September 30, 2021, and she has expressed a willingness to serve for another three years. Ms. Woodhouse meets all of the qualifications for serving on a City board.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council appoints and reappointments members to City boards as vacancies arise and expirations occur.

RECOMMENDED MOTION:

Consider the reappointment of Ms. Sherry Woodhouse as a member of the General Pension Board through September 30, 2024.

From: SHEILA HUTCHESON
To: Carie Shealy; Monica Arsenault; Sheila Hutcheson; David Woodhouse
Subject: General Pension
Date: Wednesday, August 18, 2021 7:57:09 PM

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Per our conversation today, please ensure that City Council considers the reappointment of General Pension Plan trustee Sherry Woodhouse in September. Her current term ends on September 30. She does wish to continue to serve for a three-year term from October 1, 2021 through September 30, 2024.

The General Board reappointed fifth member Carmen Wing at its June 4 meeting, since her current term ends on September 30, and the General Board does not meet again until November 17. This fifth member appointment does not require Council ratification.

There are no term expirations for the Police Pension Board.

I'll email the corrected page 3 of the Police Plan's May meeting minutes tomorrow.

Thanks for your assistance today.

Sheila Hutcheson
Pension Plan Administrator
3860 Grantline Road
Mims, FL 32754
321-267-3082
321-298-6619 (cellular)
shutch9750@aol.com

Board of Trustees for the General Employees' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Stephen Harrell Vice Chairman/Secretary (Appointed by Council)	3325 Erie St. Cocoa, FL 32926	321-632-9461 hm 321-431-9724 cell Harr640@bellsouth.net	09/20 Reappointed 09/17 Reappointed 02/17 Appointed (fulfilled vacated seat of Walter Moore)	2023
Gregory Torbert (Appointed by the board)	City of Cocoa 65 Stone St. Cocoa, Florida 32922	Work Cell: 321-698-1367 gtorbert@cocoafl.org	06/04/2021 Appointed	2022
Sherry Woodhouse (Appointed By City Council)	12 Oak Street Cocoa FL 32922-7830 sherrywoodhouse@yahoo.com	631-7185 (H)	09/18 Reappointed 09/15 Reappointed 09/12 reappointed 08/09 reappointed 11/27/07 appointed	2021
Carmen Wing (Fifth member)	5265 Brilliance Circle Cocoa, FL 32926 Carmen.wing@yahoo.com	559-836-7582 cell	02/2020 Appointed (appointed by board on 2/19/2020 to complete term through 9/30/21)	2023
Missie McCarthy, Chair (Retiree member - Appointed by City Council)	3461 Fox Wood Drive, Titusville FL 32780-2525	268-1902 (H) missiemccarthy@ymail.com	9/19 Reappointed 9/16 Reappointed 9/13 Reappointed 9/10 Reappointed 9/07 Appointed	2022
Counsel: Mr. Scott Christiansen	Christiansen & Dehner, 63 Sarasota Center blvd., Suite 107 Sarasota, Fl. 34240 941-377-2200	Phone 941-377-2200 Fax 941-377-4848		
Administrator: Sheila Hutcheson	3860 Grantline Rd. Mims, Fl. 32754	321-267-3082 shutch9750@aol.com		
RECORDING SEC	Sheila Hutcheson	321-267-3082		

Legislation Details (With Text)

File #:	21-526	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	7/28/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Accept Stantec's FY 2021 Water/Sewer Revenue Utility Revenue Sufficiency Analysis - Final Report and Approve a Resolution Amending the Utility Handbook's Policies and Procedures. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Stantex - cocoa_fy21_final_report_20210908.pdf Resolution 2021- XXX Utility Handbook.pdf Exhibit A 1000.4 - City of Cocoa Utilities Handbook ADA DRAFT.pdf 1001A.FY21.1 - Schedule A - Utility Rates, Fees, & Charges.pdf 1001A.FY22.0 - Schedule A - Utility Rates Fees Charges.pdf 1001A.FY23.0 - Schedule A - Utility Rates, Fees, & Charges - Copy.pdf 1001A.FY24.0 - Schedule A - Utility Rates, Fees, & Charges - Copy.pdf 1001A.FY25.0 - Schedule A - Utility Rates, Fees, & Charges - Copy.pdf 1001B.FY21.1 - Schedule B - Miscellaneous Rates, Fees, & Charges.pdf 1001B.FY22.0 - Schedule B - Miscellaneous Rates Fees Charges.pdf 1001B.FY23.0 - Schedule B - Miscellaneous Rates, Fees, & Charges.pdf 1001B.FY24.0 - Schedule B - Miscellaneous Rates, Fees, & Charges.pdf 1001B.FY25.0 - Schedule B - Miscellaneous Rates, Fees, & Charges.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 28, 2021
Agenda Date: September 14, 2021
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Accept Stantec's FY 2021 Water/Sewer Revenue Utility Revenue Sufficiency Analysis - Final Report and Approve a Resolution Amending the Utility Handbook's Policies and Procedures.

BACKGROUND:

At the beginning of the annual budget process, the City of Cocoa entered into an agreement with Stantec Consulting Services to conduct the Water and Sewer Revenue Sufficiency Analysis. Through analyzing the FY21 actual revenues and the projected expenses, as well as the Capital Improvement Projects (CIP) for FY22, the findings of the study are that the City should implement the previously

approved and scheduled 4% increase to Water/Sewer, Hydrants and Fire lines as outlined in Resolution 2021-016, beginning October 1, 2021. In doing so, updating Schedules A & B in the Utility Handbook.

Schedule A and Schedule B of the Utility Handbook, (Utility Rates, Fees, and Charges and Miscellaneous Charges) have been attached in accordance and were previously adopted by the City Council by Resolution 2021-016 and the rates, fees and charges adopted by the Resolution are subject to an automatic rate increase of 4%. Schedule A and B with respect to rates and fees are not being amended by this Resolution.

Staff has also reviewed the Utility Handbook and updated some policies and procedures in the Utility Handbook, for clarification purposes. Below are the highlighted procedural changes within the attached document:

- Unauthorized connections to fire protection systems will be considered tampering/thief.
- Same day service requests must be made before 12:00PM.
- Outstanding balances of $1,500 or greater, will require the account stay in the owner's name.
- City of Cocoa Senior and Disabled Citizens, may apply for a $2.00 monthly discount on Garbage Service (previously $1.00).
- Projects with no activity for three years and have pre-paid impact fees, connection fees, deposits and other utility related development costs resulting in credit balances, will be refunded after 3 years from the last payment.
- Schedule B Miscellaneous Rates, Fees and Charges: Sewer Impact Fees was scheduled to increase October 1, 2021 to $2,500. However, in accordance with Florida Statues, 163.318, increases to Impact Fees cap at 50%, and must be implemented in four equal installments. Therefore, each October 1 for the next four years, the Cocoa Sewer Impact Fee will increase by $156.00 up to $1,875.00.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability is a part of the City's strategic plan. A complete Rate Study should be conducted every 5-10 years.

BUDGETARY IMPACT:

PREVIOUS ACTION:

In Fiscal Year 2020 a full rate study began and concluded March of 2021. Through Resolution 2021-016 the Utility Handbook and rate schedules were updated.

RECOMMENDED MOTION:

Accept Stantec's FY 2021 Water/Sewer Revenue Utility Revenue Sufficiency Analysis - Final Report

and Approve a Resolution Amending the Utility Handbook’s Policies and Procedures.

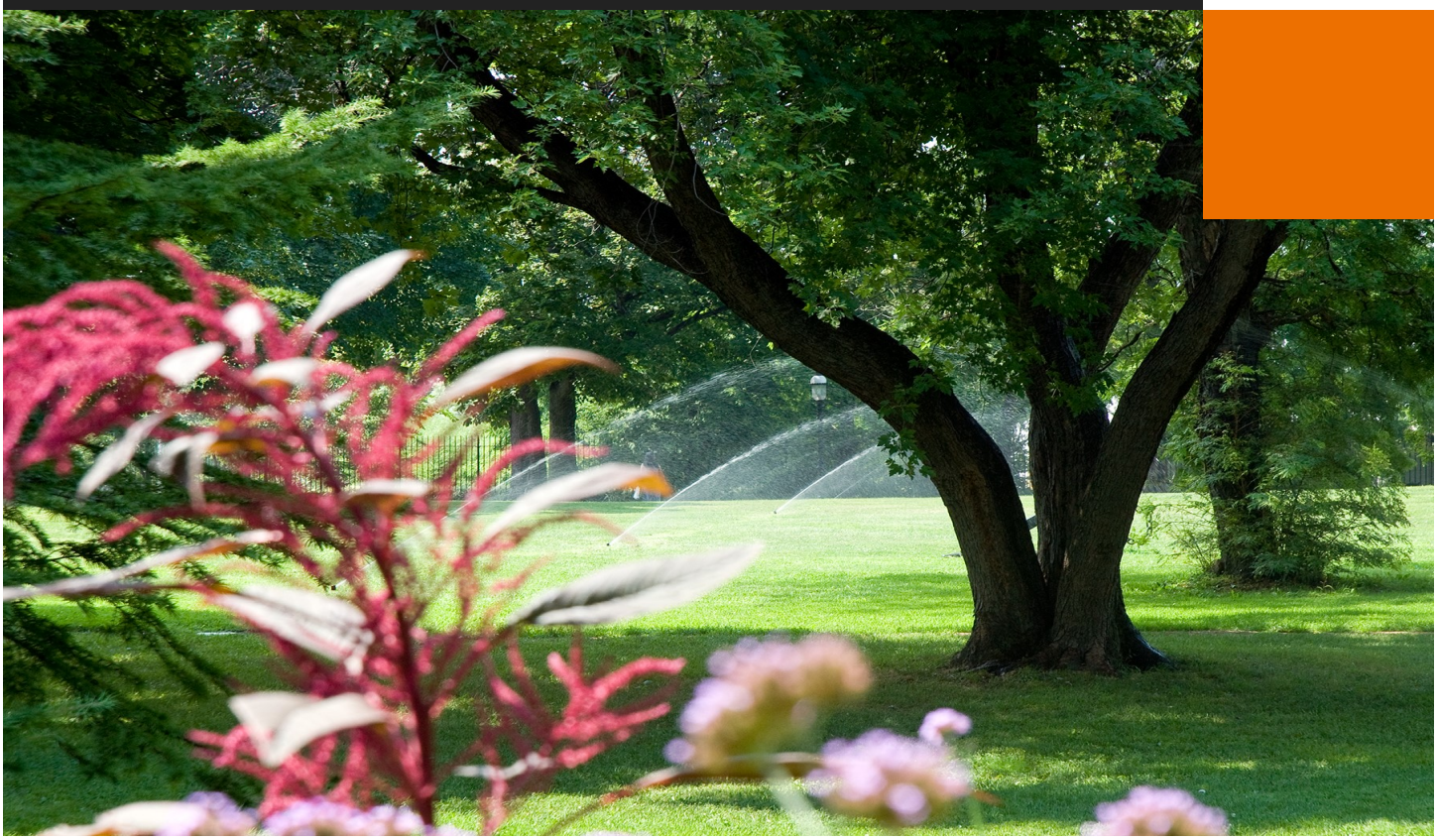
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Stantec

City of Cocoa, FL

FY 2021 Water and Sewer Utility Revenue Sufficiency Analysis – Final Report

September 8, 2021



Stantec

September 8, 2021

Mr. Stockton Whitten
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: FY 2021 Water and Sewer Utility Revenue Sufficiency Analysis – Final Report

Dear Mr. Whitten,

Stantec Consulting Services Inc. is pleased to present this Report of the Fiscal Year 2021 Water and Sewer Utility Revenue Sufficiency Analysis that Stantec performed for City of Cocoa. We appreciate the fine assistance provided by you and all the members of the City's staff who participated in this Study.

If you or others at the City have any questions, please do not hesitate to call me at (813) 204-3311 or email me at jeffrey.dykstra@stantec.com. We appreciate the opportunity to be of service to the City and look forward to working with you again soon.

Sincerely,

Jeffrey Dykstra
Managing Consultant

777 S, Harbour Island Drive, Suite 600
Tampa, FL 33602
jeffrey.dykstra@stantec.com

Enclosure

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1. EXECUTIVE SUMMARY

1.1 INTRODUCTION

Stantec Consulting Services Inc. (Stantec) has conducted the Fiscal Year (FY) 2021 Water and Sewer Utility Revenue Sufficiency Analysis (RSA or Study) for the City of Cocoa's water and sewer systems (City or Utility). The following sections of this report present the base data, assumptions, and results, as well as the findings, conclusions, and recommendations of the Study.

1.2 BACKGROUND

In fiscal year 2010, the City initially retained the services of Burton & Associates (acquired by Stantec in 2017) to conduct a comprehensive rate study that included an evaluation of the adequacy of the revenue provided by the Utility's then current rates and charges to meet its financial requirements over a 10-year period. The RSA also identified plans of annual water, sewer, and reclaimed water rate revenue adjustments necessary to satisfy such requirements. As part of its ongoing financial management planning and budget process, the City has retained the services of Stantec (serving as the City's Rate Consultant) on an annual basis to update the RSA for the Utility based upon the prior year's actual financial performance and most current budget information available and identify a plan of recommended annual rate adjustments.

The FY 2020 Study concluded that the Utility didn't need to a rate adjustment in FY 2021 and that a rate adjustment plan of 4.0% (consistent with the currently approved 4.0% annual water, sewer, and reclaimed water rate adjustments) would be sufficient to fund the Utility's financial requirements beginning in FY 2022 through the projection period of FY 2030.

As part of the annual financial management of the Utility, the City has again retained the service of Stantec to review and recommend any needed adjustments to the water, sewer, and reclaimed water rates for FY 2022 and subsequent years.

1.3 OBJECTIVES

The objective of the Study was to develop a multi-year financial plan for the Utility to evaluate the sufficiency of existing water, sewer and reclaimed water rates to generate the level of revenues necessary to satisfy the Utility's projected requirements through FY 2031, including 1) operating expenses, 2) capital spending, 3) existing debt service costs and corresponding net revenue to debt service coverage ratios, 4) adequate operating reserves, and if necessary, develop a recommended plan of future water, sewer, and reclaimed water rate revenue adjustments that will satisfy these projected revenue requirements during each year of the projection period.

1.4 REVENUE SUFFICIENCY AND RATE IMPACTS

The RSA was conducted for the Utility as an update to the 10-year financial management plan reflected in FY 2020 Study and includes a review of the Utility's historical and budgeted revenue and expenditures, development of assumptions, and evaluation of several scenarios for the Utility. Through this process, Stantec identified the recommended financial management plan and associated annual rate revenue adjustments required to meet the Utility's projected cost requirements. The recommended plan is based upon the revenue, expense, beginning fund balances, capital improvements, and assumptions as described herein. The Appendix includes detailed schedules presenting all components of the financial management plan developed for the Utility.

Table 1.1 presents the recommended rate revenue adjustment plan for the Utility for the initial five years of the projection period and includes resulting projections of a representative monthly inside-city residential bill for a typical household with water, sewer, and reclaimed water service provided by the Utility reflecting 4,000 gallons of water consumption and 15,000 gallons of reclaimed water service.

Table 1.1 – Recommended Rate Plan and Monthly Bill Impacts

5-Year Rate Plan	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Water Rate Adjustment	**4.0%**	**4.0%**	**4.0%**	**4.0%**	**4.0%**
Water Bill (4,000 gals)	**$29.63**	**$30.81**	**$32.05**	**$33.32**	**$34.65**
$ Change	*$1.15*	*$1.18*	*$1.24*	*$1.27*	*$1.33*
Sewer Rate Adjustment	**4.0%**	**4.0%**	**4.0%**	**4.0%**	**4.0%**
Sewer Bill (4,000 gals)	**$48.38**	**$50.32**	**$52.33**	**$54.41**	**$56.60**
$ Change	*$1.87*	*$1.94*	*$2.01*	*$2.08*	*$2.19*
Reclaimed Water Rate Adjustment	**4.0%**	**4.0%**	**4.0%**	**4.0%**	**4.0%**
Reclaimed Water Bill (15,000 gals)	**$9.41**	**$9.79**	**$10.18**	**$10.59**	**$11.01**
$ Change	*$0.36*	*$0.38*	*$0.39*	*$0.41*	*$0.42*

As shown, the Utility is projected to require annual 4.0% rate indexing adjustments beginning in FY 2022 to generate sufficient revenues to meet ongoing and projected operating, capital, debt service, and reserve targets over the projection period. The City's plan of annual rate adjustments should be reviewed each year to account for changes in capital spending, system growth, most current operating budgets, economic conditions, and other factors.

2. ANALYSIS

This section of the report presents a description of the source data, assumptions, and results of the Revenue Sufficiency Analysis (RSA). The Appendix includes detailed supporting schedules for the water and sewer utility financial management plan identified herein.

2.1 DESCRIPTION

During this RSA, Stantec reviewed alternative multi-year financial management plans and corresponding water, sewer, and reclaimed water rate revenue adjustment plans through multiple interactive work sessions with City staff. During these meetings, the impact of various inputs or assumptions upon key financial indicators were examined using graphical outputs and extensive review of inputs, assumptions, and relationships between key variables. The recommended financial management plan and corresponding plan of annual water, sewer, and reclaimed water rate revenue adjustments will allow the Utility to fund its projected annual cost requirements through FY 2031, as well as meet its financial performance goals and objectives.

Stantec obtained the Utility's historical and budgeted financial information regarding the operation of its water and sewer systems, as well as historical customer counts and volume data by class of customer. The City also provided the Utility's multi-year capital improvement program (CIP) and documented the Utility's current debt service obligations and covenants, or promises made to lenders, relative to net income coverage requirements, reserves, etc. Stantec also discussed with City staff other assumptions and policies that would affect the financial performance of the Utility, such as historical weather activities and associated trends in demands, planned developments/customer growth, debt coverage levels, levels of reserves, capital funding sources, earnings on invested funds, escalation rates for operating costs, and others.

All this information was entered into a comprehensive financial planning model which produced a 10-year projection of the adequacy of revenues provided by the current rates of the Utility to meet its current and projected financial requirements. Then, the level of rate revenue increases necessary in each year of the projection period to satisfy the system's annual financial requirements was determined.

The financial planning model utilizes all projected available unrestricted funds in each year of the projection period to pay for capital expenditures. The model is set up to reflect the rules of cash-funded expenditures (Pay-As-You-Go or PAYGO) as defined and applied by Utility staff, and it produces a detailed summary of the funding sources to be used for each project in the CIP. To the extent that current revenues and unrestricted reserves are not adequate to fund all capital projects in any year of the projection period, the model identifies a borrowing requirement to fund those projects, or portions thereof that are determined to be eligible for borrowing. The financial plan is used to develop a borrowing program that includes the required borrowing amount by year and the estimated annual debt service requirements for each year in the projection period.

2.2 SOURCE DATA

The following presents the key source data relied upon in conducting the RSA:

2.2.1 Beginning Fund Balances

The City's FY 2020 Annual Financial Report (AFR), supporting trial balance schedules, and associated details of fund balances as provided by City staff were used to establish the beginning FY 2021 (October 1, 2020) balances for the Utility. Any funds reserved or encumbered for specific capital projects were included in the beginning fund balances, while the associated capital project costs were included in the CIP. Schedule 2 of the Appendix summarizes the beginning fund balances.

2.2.2 Revenues

The revenues utilized in the RSA reflect an evaluation of historical results, the FY 2021 Budget, the FY 2022 Proposed Budget[1], anticipated growth, and assumed rate increases.

2.2.3 Operating Expenses

FY 2021 and FY 2022 operating expenses were based upon the FY 2021 Adjusted Budget and the FY 2022 Proposed Budget, respectively. Each year thereafter, these expenditures were projected based upon the FY 2022 Proposed Budget, adjusted by assumed cost escalation factors for individual expense categories and annual spending assumptions. The specific cost escalation factors and spending assumptions are reflected in detail in Schedules 4 and 5 of the Appendix.

2.2.4 Transfers

Each year the Utility makes two annual transfers to the General Fund, one based on a return on investment (ROI), and a 6.0% In-lieu-of Franchise Fee payment. These transfers are based upon the Utility's FY 2021 Adjusted Budget and Proposed FY 2022 Budget and projected annually throughout the projection period. Debt Service

2.2.5 Debt Service

The annual repayments for all outstanding debt for the Utility were based upon the specific amortization schedules for each outstanding issuance, as provided by City staff. Any additional borrowing identified by the model during the projection period is calculated based on the assumed debt service terms included herein.

[1] As provided by City staff on June 16, 2021.

2.2.6 Capital Improvement Program

City staff provided the five-year CIP in project-level detail from FY 2022 through FY 2026. For expenditures beginning in FY 2023, the RSA includes an annual cost inflation factor of 3.0%, based upon recent increases observed in the Engineering News Record - Construction Cost Index, to account for inflation in the future cost of construction. Beginning in FY 2027, Stantec was advised by City staff to use a standing figure of $20.5 million per year for unspecified future projects and vehicle replacements until the end of the projection period in FY 2031. In addition, $10.0 million was included in both FY 2027 and FY 2028 for AMI Meter Installations as the Utility in-line with City staff expectations.

2.3 REVENUE

2.3.1 Rate Revenue

The Utility's revenues consist of rate revenue, impact fees, interest income, and other minor revenue from miscellaneous service charges.

FY 2021 rate revenue is projected based upon FY 2020 actual rate revenues, adjusted by the changes in customer and demand patterns identified utilizing historical and FY 2021 year-to-date customer growth and flows. Rate revenue is adjusted annually beginning in FY 2022 to reflect assumed rate adjustments, customer growth, and assumed changes in demand. Projections of all other revenues are based upon the amounts within in the FY 2022 Proposed Budget, excluding interest income which is calculated based upon projected average fund balances and assumed interest rates, and revenue from impact fees which is calculated based on the assumed growth in new accounts and projected fees. Projected annual rate revenue is presented on Schedule 3 of the Appendix and range from $61.8 million in FY 2021 to $96.2 million in FY 2031.

Base Rate Revenues and Customer Growth

Projections of new connections/customer accounts and assumed annual changes in water sales and billed sewer volumes were utilized for the calculation of water and sewer revenue, which reflected recently observed levels of customer growth, discussions with City staff, and observance of local environmental and economic conditions. Water and sewer accounts are projected to increase by an average of 0.95% annually during the projection period, whereas reclaimed water accounts are projected to increase by 0.92% annually. To the extent that projected growth rates materially differ from actual growth, it would affect the results of the RSA presented herein. Projected annual water and sewer system growth rates, as well as incremental new connections, are presented on Schedule 1 of the Appendix.

Usage Rate Revenue and Billed Water Demand and Sewer Volume

Overall billed water demand and sewer volumes per account are projected to decrease by 1.00% in FY 2021, reflecting a return closer to historical levels. Thereafter, billed demands per account are projected to decrease by 0.50% per year, reflecting general industry trends of reduced water use per household.

As rates increase, discretionary water consumption (and therefore billed sewer volumes to a certain degree) will likely decline. To generate sufficient rate revenue, projected rate revenue adjustments must increase to compensate for the smaller revenue base. A price elasticity adjustment was included in the analysis which reduces projected consumption-based revenues by the product of the annual rate revenue increase and the annual price elasticity coefficient assumed. The 0.05 price elasticity coefficient results in a projected decline in water and sewer volumetric-based revenue of 0.50% for every 10.00% increase in rates.

2.3.2 Impact Fees

The Utility's impact fees are one-time charges paid by a new customer for their share of system capacity. This fee is the mechanism by which growth can "pay its own way" and minimize the extent to which existing customers must bear the cost of facilities that will be used to serve new customers. Based on a study completed by Stantec in January 2021 outlining the Utility's current unit costs of capacity and in consideration of relevant legislation[2], the City will implement increased sewer impact fees from $1,250 per equivalent residential unit (ERU) to $1,875 per ERU phased in over a four-year period beginning October 1, 2021 as shown on Schedule 1 of the Appendix.

The RSA projects $3.7 million of impact fees during FY 2021. Beginning in FY 2022, annual water, sewer, and reclaimed impact fee revenues are estimated at approximately $1.9 million throughout the projection period. These fees are available for system expansion related capital projects or outstanding debt service incurred to fund treatment and transmission system expansions of the water, sewer, and reclaimed water systems. Projected annual impact fee revenues are provided on Schedule 10 of the Appendix.

2.3.3 Other Revenue

Projections of all other revenues are based upon the amounts within in the FY 2022 Proposed Budget, excluding interest income which is calculated based upon projected average fund balances and assumed interest rates, and revenue from impact fees which is calculated based on the assumed growth in new accounts and projected fees. The RSA reflects annual interest earning rates of 0.25% in FY 2021 and FY 2022, 0.50% in FY 2023 and FY 2024, 0.75% in FY 2025 and FY 2026 and 1.00% beginning in FY 2027 and each year thereafter.

2.4 EXPENDITURES

The Utility's expenditures reflect the overall revenue requirements for each year of the projection period and establish the basis for which rates need to be sufficient to recover. They include all O&M expenses,

[2] HB 337 signed into law in June 2021 with changes to the Florida Impact Fee Act. This legislation limits increases to impact fees to 50%. Increases below 25% are to be spread out over a two-year period while increases between 25% and 50% are to be phased in over four years.

transfers out, minor capital outlay, debt service, and cash funded CIP. Schedule 4 of the Appendix provides the Utility's projected annual expenditures.

2.4.1 Operating Expenses

O&M expenses for the Utility include personnel costs, contract services costs, costs related to materials, supplies, chemicals, utilities, allocation of shared costs (Information Technology, Human Resources, Accounting, Customer Billing, etc.) provided by the City's General Fund, and others required to maintain operation of the water, sewer, and reclaimed water systems. This RSA utilized the FY 2021 Adjusted Budget and FY 2022 Proposed Budget to project future O&M by applying various cost escalation factors for individual expense categories based on the type of expense.

Annual cost escalation factors for the various types of operating expenses were developed based upon a review of historical trends, industry experience, and detailed discussions with Utility staff. Schedule 5 of the Appendix presents the specific escalation factors assumed for the various categories of expense.

Historically, the Utility has been able to realize savings by executing or spending less than its annual O&M budget. Based upon a review of historical actual to budgeted expenses and discussions with Utility staff regarding future expectations, certain expenditures were projected to be executed at a level less than budgeted. Personnel services expenses are assumed to be executed at 95.0% in FY 2021 and each year thereafter. Other O&M expenses are assumed to be executed at 85.0% in FY 2021 and each year thereafter. Costs associated with services provided by the General Fund are assumed to be spent at 100.0% of the projected amounts.

The City has experienced significant economic growth over the last few years resulting in upward pressure on the prevailing wages for entry level workers in the City. The City directly competes with private market business for labor and has a significant amount of unfilled positions currently. In order to remain competitive in hiring new workers and retaining existing employees the City has elected to raise wages. It is currently forecasted that the increase attributable to the water and sewer fund will result in personnel related cost increasing by $2.3 million in FY 2022 and then inflated by the cost escalation factors for each future year of the forecast period. Importantly, the salary adjustment was not previously captured in the preliminary FY 2022 budget data and as such $2.3 million has been added to account for this dynamic.

Annual operating expenses are projected to range from $41.6 million in FY 2021 to $61.0 million in FY 2031. Schedule 4 of the Appendix summarizes the total projected annual operating expenses for the Utility.

2.4.2 Transfers

In addition to the cost for shared services provided which is an operating expense, the Utility makes two annual transfers to the General Fund, one based on a return on investment (ROI), and a 6.0% In-lieu-of Franchise Fee payment These transfers are based upon the Utility's FY 2021 Adjusted Budget and Proposed FY 2022 Budget and projected annually throughout the projection period. Schedule 4 of the Appendix summarizes the total projected annual transfers during the projection period.

2.4.3 Capital Improvement Program

One of the most important elements of a utility's financial plan is to ensure that there is continuous reinvestment in existing infrastructure to provide and maintain quality utility services as well as investment in new infrastructure to support new system growth. The RSA utilized the CIP provided by Utility staff for FY 2021 through FY 2026, with assumptions for annual capital spending from FY 2027 through FY 2031. Beginning in FY 2023, the financial plan developed herein assumes an annual cost inflation factor of 3.0% applied to project estimates to account for inflation in the future cost of construction. In total, the CIP used in this analysis (in inflated or future dollars) from FY 2021 – FY 2031 is approximately $305.7 million. A detailed project listing of the CIP is presented in Schedule 6 of the Appendix.

The financial planning process utilized in this RSA attempts to optimize the funding of the CIP by utilizing any available funding sources to cover the necessary annual renewal & replacement (R&R) projects and meet the need for regulatory-based improvements and system expansion related projects. As such, projects are funded either by existing reserves or annual revenues (such as PAYGO) transfers from the Revenue Fund to the R&R Fund, existing reserves dedicated for capital (prior debt proceeds, impact fee balances, R&R), or proceeds from future debt. Summaries of the capital financing plan are provided in Schedules 9 and 10 of the Appendix.

2.4.4 Debt Service

Outstanding Debt

The City refunded the Utility's outstanding subordinate debt (State Revolving Fund loans) in early FY 2021. Upon the refunding, the Utility's existing debt obligations include previously issued revenue bonds and notes, for which the amortization schedules were provided by City staff. The Utility currently has senior-lien debt obligations. In total, the Utility's existing annual debt service payments on outstanding debt range from $9.8 million in FY 2021 to $5.7 million in FY 2031. Schedule 4 of the Appendix provides the Utility's outstanding debt service obligations.

Future Debt

Based upon the CIP and financing plan developed in the RSA, new senior-lien debt proceeds of approximately $99.0 million are projected to be required during the forecast period. This RSA projects future borrowing with debt proceeds in FY 2024 ($33.7 million), FY 2027 ($49.5 million) and FY 2030 ($16.2 million). Cumulative annual debt service payments on new senior-lien debt are estimated to range from $1.8 million in FY 2024 to $7.1 million in FY 2031. The RSA includes the annual debt service on these projected borrowings based upon the assumptions regarding the terms summarized in Table 2.1 and provided in Schedule 11 of Appendix A.

Table 2.1 – Debt Financing Assumptions

Term:	30 - Years
Issuance Costs:	2.0%
Interest Rate:	Ranges from 3.5% - 5.0%
Debt Service Reserve:	1 Year of Annual Debt Service
Debt Service:	Level (Equal Annual Debt Service)

The Utility's projected capital financing plan is provided in Schedule 9 of the Appendix while Schedules 4 and 8 provide the forecast of debt service of the Utility's future borrowings.

Debt Service Coverage

One of the most important covenants the City makes relative to the issuance of debt is that its annual net revenues (revenues less operating expenses) will be at least 1.25 times greater than its senior lien debt service requirements. It is important to note that these revenue covenants (often referred to as debt service coverage requirements) represent the City's minimum requirements established in the City's bond covenants. Should the City be unable to meet these requirements, it could be found in technical default. This would result in the City facing a potential downgrade in its credit rating, which would affect the interest rate and terms of any future financing initiatives.

As a policy decision, utilities often measure revenue sufficiency and set rates based upon a higher debt service coverage level to ensure compliance with these covenants in the event future projections of revenue and expenses do not occur as predicted (due to extended drought conditions, unanticipated capital requirements or operating cost increases, natural disasters, and other factors). The RSA assumes that the City will maintain senior-lien debt service coverage of at least 2.0 which is indicative of a financially healthy or strong utility system per the evaluation criteria published by each of the major municipal utility rating agencies and will help to ensure revenues are maintained at levels that satisfy the City's bond covenants. Table 2.2 provides the annual senior-lien debt service and debt service coverage over the projection period. Schedule 8 of the Appendix provides the annual forecast of revenues and debt service coverage during the projection period.

Table 2.2 – Projected Annual Debt Service & Debt Service Coverage

	Fiscal Year									
Description	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**
Existing Senior Lien Debt Service ($M)	$9.5	$9.4	$9.2	$8.7	$8.3	$6.7	$6.6	$6.6	$6.7	$5.7
New Senior-Lien Debt Service ($M)	$0.0	$0.0	$1.8	$2.4	$2.4	$5.1	$5.9	$5.9	$6.8	$7.1
Total Senior-Lien Debt Service ($M)[3]	**$9.5**	**$9.4**	**$11.1**	**$11.1**	**$10.7**	**$11.8**	**$12.6**	**$12.5**	**$13.4**	**$12.8**
Senior-Lien Debt Service Coverage	**2.74**	**2.95**	**2.63**	**2.78**	**3.05**	**2.92**	**2.88**	**3.04**	**2.99**	**3.31**

2.5 **RESERVE BALANCES**

Reserve balances for utility systems are funds set aside for a specific cash flow requirement, financial need, project, task, or legal covenant. These balances are maintained to meet short-term cash flow requirements, and at the same time, minimize the risk associated with meeting the financial obligations and continued

[3] Sum of previous two lines and variances may exist due to rounding.

operational and capital needs under adverse conditions. The level of reserves maintained by a utility is an important component and consideration in developing a multi-year financial management plan.

Many utilities, rating agencies, and the investment community as a whole place a significant emphasis on having sufficient reserves available for potentially adverse conditions. The rationale related to the maintenance of adequate reserves is twofold. First, it helps to assure a utility that it will have adequate funds available to meet its financial obligations during unusual periods (i.e., when revenues are unusually low and/or expenditures are unusually high). Second, it provides funds for emergency repairs or replacements to the system, which may occur because of natural disasters or unanticipated system failures.

The City's goal and a recommendation in the previous RSA has been to increase the Utility's minimum target balance for unrestricted reserves to six months of annual O&M expenses by FY 2021. As such, the financial management plan presented herein assumes the City will maintain a minimum Operating Fund balance or reserve equal to 6 months of annual O&M expenses (personnel services and other O&M expenses), as well as a minimum R&R reserve amount of $2.8 million for each year of the projection as required by the City's Bond Resolution. Schedule 10 of the Appendix provides the projected annual fund balances for the Utility's various funds during the projection period.

These levels of operating and capital reserves are consistent with 1) our industry experience for similar systems, 2) the findings of reserve studies conducted by the American Water Works Association (AWWA), and 3) a generally healthy level of reserves for a municipal utility system per the evaluation criteria published by the municipal utility rating agencies (Fitch, Moody's, and Standard & Poor's).

2.6 CONCLUSIONS

As previously stated, the primary objective of the Study was to update the FY 2020 Study and verify, or adjust as necessary, the plan of 4.0% annual water, sewer, and reclaimed water rate adjustments. Upon updating the RSA with the data and assumptions detailed in this report, the 4.0% annual adjustments to water, sewer, and reclaimed water rates can be kept at 4.0% in FY 2022 and annually thereafter to fund the Utility's projected operating and capital requirements while maintaining adequate debt service coverage and working capital reserves throughout the projection period.

2.6.1 Industry Trends

The Utility's recent historical and projected level of rate adjustments are in-line with national industry trends as measured by the United States Consumer Price Index Water and Sewerage Maintenance Series. This index is a specific item category of the more than 200 categories that comprise the Consumer Price Index (CPI) structure and is of relevance to water and sewer utilities as it measures the annual change in water and sewer bills for the typical urban households; this index has increased by an average of approximately 5.0% annually over the past 30 years. The recommended planned rate increases beginning in FY 2022 of 4.0% herein are expected to remain comparable to national industry trends.

2.6.2 Local Bill Comparison

Stantec also completed a local comparative residential monthly bill analysis based upon the current FY 2021 rates for a typical residential customer within the City's service area using 4,000 gallons per month as presented on Figure 2.1 for water and sewer service and Figure 2.2 for water only service.

Figure 2.1 – Water and Sewer Monthly Residential Bill Comparison (4,000 gallons)

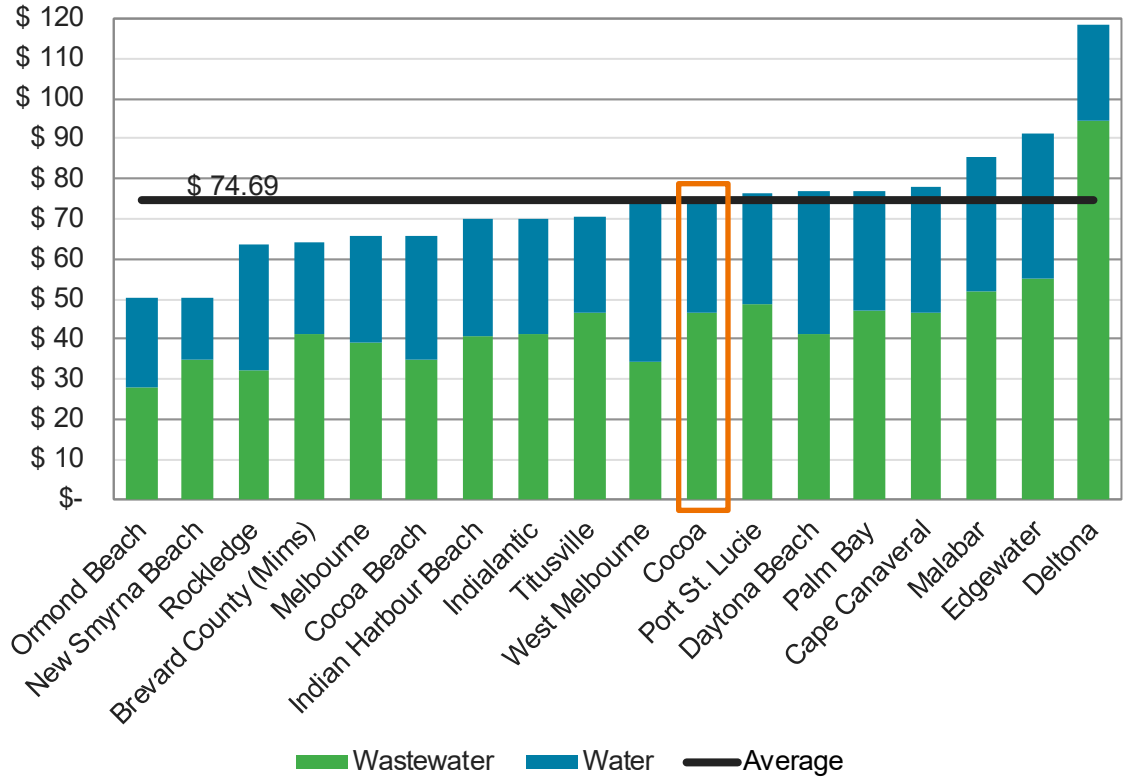
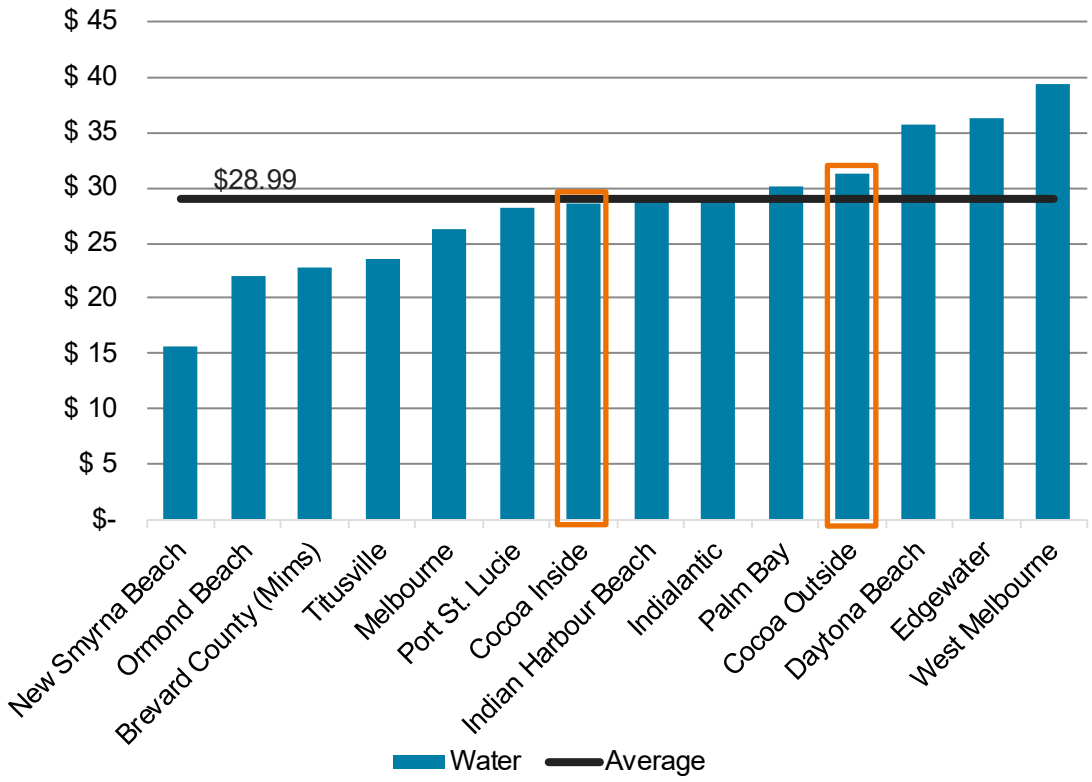


Figure 2.2 – Water Monthly Residential Bill Comparison (4,000 gallons)



As shown in Figures 2.1 and Figure 2.2, the City's typical residential customer's bills are comparable to local water and sewer service providers and can be expected to remain so in the foreseeable future to the other communities given the recommended rate indexing plan identified herein.

While these types of bill comparisons can be informative, there are several factors that determine water and sewer rates within a community. Factors such as level of system reinvestment, age of infrastructure, support from the general fund or other sources, and rate structure will all have a significant influence on bills. Therefore, bill comparisons should be taken as one data point for consideration, but the needs of each community are unique, and the rates may be based on different variables.

2.7 RECOMMENDATIONS

Based upon the analysis presented herein, Stantec has reached the following recommendations:

- The currently approved[4] plan of automatic 4.0% annual water, sewer, and reclaimed water rate adjustments is sufficient to meet the Utility's projected ongoing operating cost requirements, to fund

[4] Resolution No. 2021-016.

renewal and replacement of its infrastructure, and to meet stated reserve and debt service coverage targets and requirements. Stantec identified that the Utility could meet its cost requirements with 4.0% annual rate adjustments beginning in FY 2022 and each year thereafter. The recommended five-year plan of annual rate adjustments is presented in Table 2.3. Schedule 8 of the Appendix provides the projected operating results including the impacts of the recommended rate increases.

Table 2.3 – Recommended Rate Indexing Plan

Recommended Rate Increase	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Effective Date	10/1/21	10/1/22	10/1/23	10/1/24	10/1/25
Water	4.0%	4.0%	4.0%	4.0%	4.0%
Sewer	4.0%	4.0%	4.0%	4.0%	4.0%
Reclaimed Water	4.0%	4.0%	4.0%	4.0%	4.0%

- Consistent with the direction provided by City Council, the City should continue to update and review this analysis on an annual basis to evaluate the adequacy of its revenues and approved plan of automatic 4.0% annual water, sewer, and reclaimed water rate adjustments. Doing so will allow for the incorporation of updated fund balances, revenues, expenses, capital improvement plans, changes in economic conditions, customers and demands, regulatory requirements, and other factors so that any necessary adjustments can be made to the financial management plan presented herein. Additionally, this will allow the Utility to continue to meet its annual financial and operating requirements and minimize rate impacts to customers due to future events occurring differently than projected.

Disclaimer

This document was produced by Stantec Consulting Services Inc. ("Stantec") for the City of Cocoa, FL and is based on a specific scope agreed upon by both parties. Stantec's scope of work and services do not include serving as a "municipal advisor" for purposes of the registration requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Stantec is not advising the City of Cocoa, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, terms, or other similar matters concerning such products or issuances.

In preparing this report, Stantec utilized information and data obtained from the City of Cocoa or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec's analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliances on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by the City of Cocoa should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

APPENDIX A – SUPPORTING SCHEDULES FOR THE RSA

Schedule 1: Assumptions

Schedule 2: FY 2021 Beginning Balances

Schedule 3: Projection of Cash Inflows

Schedule 4: Projection of Cash Outflows

Schedule 5: Cost Escalation Factors

Schedule 6: Capital Improvement Program

Schedule 7: Financial Management Plan Summary

Schedule 8: Forecast of Net Revenues and Debt Service Coverage (Pro Forma)

Schedule 9: Capital Projects Funding Summary

Schedule 10: Funding Summary by Fund

Schedule 11: Senior-Lien Borrowing Projections

Assumptions

Schedule 1

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Rate Increase Adoption Date	10/1/2020	10/1/2021	10/1/2022	10/1/2023	10/1/2024	10/1/2025	10/1/2026	10/1/2027	10/1/2028	10/1/2029	10/1/2030
Annual Growth											
Water											
Ending # of ERUs	103,446	104,446	105,446	106,446	107,446	108,446	109,446	110,446	111,446	112,446	113,446
ERU Growth	1,200	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
% Change in ERUs	*1.17%*	*0.97%*	*0.96%*	*0.95%*	*0.94%*	*0.93%*	*0.92%*	*0.91%*	*0.91%*	*0.90%*	*0.89%*
Usage per ERU	5,854	5,825	5,796	5,767	5,738	5,710	5,681	5,653	5,624	5,596	5,568
% Change in Usage per ERU	*-1.00%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*
Usage (Kgal)	7,267,425	7,300,990	7,334,038	7,366,572	7,398,598	7,430,120	7,461,141	7,491,666	7,521,700	7,551,246	7,580,308
% Change in Usage	*0.16%*	*0.46%*	*0.45%*	*0.44%*	*0.43%*	*0.43%*	*0.42%*	*0.41%*	*0.40%*	*0.39%*	*0.38%*
Sewer											
Ending # of ERUs	9,093	9,181	9,269	9,357	9,445	9,533	9,621	9,708	9,796	9,884	9,972
ERU Growth	106	88	88	88	88	88	88	88	88	88	88
% Change in ERUs	*1.17%*	*0.97%*	*0.96%*	*0.95%*	*0.94%*	*0.93%*	*0.92%*	*0.91%*	*0.91%*	*0.90%*	*0.89%*
Usage per ERU	4,713	4,690	4,666	4,643	4,620	4,597	4,574	4,551	4,528	4,505	4,483
% Change in Usage per ERU	*-1.00%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*	*-0.50%*
Usage (Kgal)	514,284	516,664	519,008	521,315	523,586	525,822	528,022	530,187	532,317	534,412	536,473
% Change in Usage	*0.16%*	*0.46%*	*0.45%*	*0.44%*	*0.44%*	*0.43%*	*0.42%*	*0.41%*	*0.40%*	*0.39%*	*0.39%*
Reuse											
Ending # of ERUs	2,400	2,423	2,445	2,468	2,490	2,513	2,535	2,558	2,580	2,603	2,626
ERU Growth	27	23	23	23	23	23	23	23	23	23	23
% Change in ERUs	*1.14%*	*0.94%*	*0.93%*	*0.92%*	*0.91%*	*0.91%*	*0.90%*	*0.89%*	*0.88%*	*0.87%*	*0.87%*
Usage per ERU	13,493	13,493	13,493	13,493	13,493	13,493	13,493	13,493	13,493	13,493	13,493
% Change in Usage per ERU	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*	*0.00%*
Usage (Kgal)	388,595	392,247	395,898	399,550	403,202	406,853	410,505	414,157	417,808	421,460	425,112
% Change in Usage	*1.14%*	*0.94%*	*0.93%*	*0.92%*	*0.91%*	*0.91%*	*0.90%*	*0.89%*	*0.88%*	*0.87%*	*0.87%*
Capital Spending											
Annual Capital Budget (Future Year Dollars)	$ 48,943,795	$ 15,763,567	$ 18,028,086	$ 41,303,564	$ 23,292,051	$ 8,638,647	$ 35,357,859	$ 36,418,595	$ 25,212,414	$ 25,968,787	$ 26,747,850
Annual Percent Executed	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Impact Fees											
Water Impact Fees	$1,750	$1,750	$1,750	$1,750	$1,750	$1,750	$1,750	$1,750	$1,750	$1,750	$1,750
Sewer Impact Fees [1]	$1,250	$1,406	$1,562	$1,719	$1,875	$1,875	$1,875	$1,875	$1,875	$1,875	$1,875
Water w/ Reuse Impact Fees	$1,300	$1,300	$1,300	$1,300	$1,300	$1,300	$1,300	$1,300	$1,300	$1,300	$1,300
Average Annual Interest Earnings Rate											
On Fund Balances	0.25%	0.25%	0.50%	0.50%	0.75%	0.75%	1.00%	1.00%	1.00%	1.00%	1.00%
Operating Reserve											
Target Cash Reserve (Number of Months of O&M	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Operating Budget Execution Percentage											
Personnel Services	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%
Variable Operations and Maintenance	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Fixed Operations and Maintenance	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%
Capital Outlay	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

[1] Sewer impact fees to be increased on 10/1/21 as approved by City Council on March 9, 2021.

FY 2021 Beginning Balances as of 10/1/2020

Schedule 2

Grouping of Funds	Revenue Fund	Debt Service Reserve	Remaining Bond Proceeds	Renewal & Replacement	Restricted Capital Projects Fund [1]
Non-Capital Assets					
Cash, Cash Equivalents, Investments	$ 36,007,734	$ -	$ -	$ -	$ -
Restricted, Cash & Cash Equivalents, & Investments	3,159,021	764,998	13,242,948	1,515,977	7,155,462
S.R.L. Debt Service:	-	765,292	-	-	-
Investments	10,243,069	-	-	-	-
Accounts Receivable, net	7,481,726	-	-	-	-
Accounts Receivable Earned, but Not Billed	5,470,649	-	-	-	-
Due from Other Governments	85,244	-	-	-	-
Inventory	965,105	-	-	-	-
Prepaid Items	139,090	-	-	-	-
Restricted Non-Current Assets:	-	-	22,498,926	1,797,604	1,421,928
Restricted for Required "Debt Reserve"	-	(710,974)	-	-	-
S.R.L. Debt Service:	-	1,087,232	-	-	-
Total Non-Capital Assets	**$ 63,551,638**	**$ 1,906,548**	**$ 35,741,874**	**$ 3,313,580**	**$ 8,577,390**
Current Liabilities					
Current Liabilities (payable from current assets):					
Accounts and Claims Payable	$ (5,551,839)	$ -	$ -	$ -	$ -
Contracts Payable	(9,611,723)	-	-	-	-
Accrued Payroll and Related Liabilities	(384,871)	-	-	-	-
Compensated Absences	(284,935)	-	-	-	-
Accrued Claims Payable	-	-	-	-	-
Due to Other Governments	(10,405)	-	-	-	-
State Revolving Loan Payable	(2,134,170)	-	-	-	-
Current Liabilities (payable from restricted assets):					
Accrued Interest	(129,035)	-	-	-	-
Customer and Developer Deposits	(3,159,021)	-	-	-	-
Other Deposits	(981,913)	-	-	-	-
Revenue Bonds Payable	(3,595,000)	-	-	-	-
Calculated Fund Balance (Assets - Liabilities)	**$ 37,708,726**	**$ 1,906,548**	**$ 35,741,874**	**$ 3,313,580**	**$ 8,577,390**
Adjustments					
Plus/(Less): Inventory [2]	$ (965,105)	$ -	$ -	$ -	$ -
Plus/(Less): Prepaid Items [2]	(139,090)	-	-	-	-
Plus/(Less): SRF Loan Payable	2,134,170	-	-	-	-
Plus/(Less): Revenue Bonds Payable	3,595,000	-	-	-	-
Available Fund Balance	**$ 42,333,701**	**$ 1,906,548**	**$ 35,741,874**	**$ 3,313,580**	**$ 8,577,390**

Fund Summary	
Revenue Fund	$ 42,333,701
Debt Service Reserve	1,906,548
Remaining Bond Proceeds	35,741,874
Renewal & Replacement	3,313,580
Restricted Capital Projects Fund 1	8,577,390
Total Available Funds	**$ 91,873,094**

[1] Restricted for projects in specific service areas: South Mainland, Viera, and Off-site Improvements.

[2] Non-cash items excluded.

Projection of Cash Inflows

Schedule 3

		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
	Rate Revenue Growth Assumptions											
	Water											
1	% Change in Base Revenue	1.17%	0.97%	0.96%	0.95%	0.94%	0.93%	0.92%	0.91%	0.91%	0.90%	0.89%
2	% Change in Usage Revenue	0.16%	0.46%	0.45%	0.44%	0.43%	0.43%	0.42%	0.41%	0.40%	0.39%	0.38%
	Sewer											
3	% Change in Base Revenue	1.17%	0.97%	0.96%	0.95%	0.94%	0.93%	0.92%	0.91%	0.91%	0.90%	0.89%
4	% Change in Usage Revenue	0.16%	0.46%	0.45%	0.44%	0.44%	0.43%	0.42%	0.41%	0.40%	0.39%	0.39%
	Reuse											
5	% Change in Base Revenue	1.14%	0.94%	0.93%	0.92%	0.91%	0.91%	0.90%	0.89%	0.88%	0.87%	0.87%
6	% Change in Usage Revenue	1.14%	0.94%	0.93%	0.92%	0.91%	0.91%	0.90%	0.89%	0.88%	0.87%	0.87%
	Assumed Rate Revenue Increases											
7	Assumed Water Rate Increase	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
8	Assumed Sewer Rate Increase	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
9	Assumed Reuse Rate Increase	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
	Water Rate Revenue											
10	Base Rate Revenue	$ 22,262,864	$ 23,377,200	$ 24,545,062	$ 25,768,949	$ 27,051,475	$ 28,395,373	$ 29,803,500	$ 31,278,845	$ 32,824,532	$ 34,443,827	$ 36,140,147
11	Usage Rate Revenue	33,188,206	34,608,463	36,086,191	37,623,632	39,223,113	40,887,050	42,617,951	44,418,419	46,291,156	48,238,966	50,264,758
12	**Total Water Rate Revenue**	**$ 55,451,070**	**$ 57,985,663**	**$ 60,631,253**	**$ 63,392,581**	**$ 66,274,588**	**$ 69,282,423**	**$ 72,421,451**	**$ 75,697,264**	**$ 79,115,688**	**$ 82,682,793**	**$ 86,404,906**
	Sewer Rate Revenue											
13	Base Rate Revenue	$ 1,815,843	$ 1,906,751	$ 2,002,027	$ 2,101,873	$ 2,206,504	$ 2,316,143	$ 2,431,022	$ 2,551,385	$ 2,677,488	$ 2,809,598	$ 2,947,991
14	Usage Rate Revenue	4,135,602	4,312,623	4,496,808	4,688,437	4,887,800	5,095,198	5,310,944	5,535,362	5,768,789	6,011,575	6,264,083
15	**Total Sewer Rate Revenue**	**$ 5,951,445**	**$ 6,219,374**	**$ 6,498,835**	**$ 6,790,310**	**$ 7,094,304**	**$ 7,411,341**	**$ 7,741,966**	**$ 8,086,747**	**$ 8,446,278**	**$ 8,821,173**	**$ 9,212,074**
	Reuse Rate Revenue											
16	Base Rate Revenue	$ 277,927	$ 291,761	$ 306,256	$ 321,444	$ 337,357	$ 354,029	$ 371,495	$ 389,792	$ 408,958	$ 429,033	$ 450,061
17	Usage Rate Revenue	96,291	100,890	105,699	110,727	115,985	121,483	127,231	133,241	139,523	146,091	152,956
18	**Total Reuse Rate Revenue**	**$ 374,219**	**$ 392,651**	**$ 411,955**	**$ 432,171**	**$ 453,342**	**$ 475,512**	**$ 498,726**	**$ 523,032**	**$ 548,481**	**$ 575,124**	**$ 603,017**
	Other Operating Revenue											
19	Water Connection Fee	$ 535,105	$ 535,105	$ 567,211	$ 601,244	$ 637,319	$ 675,558	$ 716,091	$ 759,057	$ 804,600	$ 852,876	$ 904,049
20	Water Hydrant Fees	3,599,123	3,777,881	3,928,996	4,086,156	4,249,602	4,419,586	4,596,369	4,780,224	4,971,433	5,170,290	5,377,102
21	Water Other Income: Hydrant Resid Flow Test	6,500	1,600	1,696	1,798	1,906	2,020	2,141	2,270	2,406	2,550	2,703
22	Water Other Income: Backflow Device Test	153,204	145,000	153,700	162,922	172,697	183,059	194,043	205,685	218,026	231,108	244,974
23	Water Other Income: Jumper Meters	2,180	700	742	787	834	884	937	993	1,053	1,116	1,183
24	Water Other Income: Plan Review/Const Inspect	32,440	12,000	12,720	13,483	14,292	15,150	16,059	17,022	18,044	19,126	20,274
25	Water Other Income: Backflow Prv/Rlct Temp	793	500	530	562	596	631	669	709	752	797	845
26	Sewer/Wastewater Utility: Grease Trap Permits	6,200	6,200	6,572	6,966	7,384	7,827	8,297	8,795	9,323	9,882	10,475
27	Reuse Water: Reuse Water Installation	14,671	7,000	7,420	7,865	8,337	8,837	9,368	9,930	10,525	11,157	11,826
28	Rents And Royalties	1,300	1,300	1,378	1,461	1,548	1,641	1,740	1,844	1,955	2,072	2,196
29	Other Misc Revenues	48,778	48,778	51,705	54,807	58,095	61,581	65,276	69,193	73,344	77,745	82,409
30	**Total Other Operating Revenue**	**$ 4,400,294**	**$ 4,536,064**	**$ 4,732,670**	**$ 4,938,050**	**$ 5,152,610**	**$ 5,376,774**	**$ 5,610,989**	**$ 5,855,721**	**$ 6,111,460**	**$ 6,378,719**	**$ 6,658,036**
	Non-Operating Revenue											
31	Gain/Loss	$ 17,208	$ 9,950	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
32	Sale Of Surplus Scrap	5,122	3,000	3,180	3,371	3,573	3,787	4,015	4,256	4,511	4,782	5,068
33	**Total Non-Operating Revenue**	**$ 22,330**	**$ 12,950**	**$ 3,180**	**$ 3,371**	**$ 3,573**	**$ 3,787**	**$ 4,015**	**$ 4,256**	**$ 4,511**	**$ 4,782**	**$ 5,068**
	Interest Income											
34	Unrestricted	$ 130,734	$ 128,772	$ 243,849	$ 198,912	$ 263,444	$ 285,400	$ 390,055	$ 379,847	$ 390,274	$ 401,191	$ 412,628
35	**Total Interest Income**	**$ 130,734**	**$ 128,772**	**$ 243,849**	**$ 198,912**	**$ 263,444**	**$ 285,400**	**$ 390,055**	**$ 379,847**	**$ 390,274**	**$ 401,191**	**$ 412,628**
36	**Total Cash Inflows (Excl. Impact Fees)**	**$ 66,330,092**	**$ 69,275,474**	**$ 72,521,741**	**$ 75,755,395**	**$ 79,241,861**	**$ 82,835,238**	**$ 86,667,201**	**$ 90,546,868**	**$ 94,616,691**	**$ 98,863,782**	**$ 103,295,729**

Projection of Cash Outflows **Schedule 4**

	Account Number	Expense Line Item	Inflation Factor	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
		Department 1506												
		Personnel Services												
1	421-1506-536.12-00	Regular Salaries & Wages	Salaries	$ 27,837	$ 28,682	$ 29,542	$ 30,429	$ 31,342	$ 32,282	$ 33,250	$ 34,248	$ 35,275	$ 36,333	$ 37,424
2	421-1506-536.12-12	Accrual Payouts	Salaries	863	-	-	-	-	-	-	-	-	-	-
3	421-1506-536.13-00	Other Salaries & Wages	Salaries	46,687	48,088	49,531	51,017	52,547	54,123	55,747	57,420	59,142	60,916	62,744
4	421-1506-536.20-00	Clothing/Shoe Allowance	Salaries	240	240	247	255	262	270	278	287	295	304	313
5	421-1506-536.21-00	Fica Taxes	Salaries	5,674	5,892	6,069	6,251	6,438	6,631	6,830	7,035	7,246	7,464	7,688
6	421-1506-536.22-00	Retirement Contributions	Retirement	10,681	11,845	12,437	13,059	13,712	14,398	15,118	15,873	16,667	17,500	18,375
7	421-1506-536.23-00	Life/Health Insurance	Other Health Insurance	1,449	300	324	350	378	408	441	476	514	555	600
8	421-1506-536.23-04	Medical/Rx Self Insured	Medical Insurance	20,097	20,000	21,600	23,328	25,194	27,210	29,387	31,737	34,276	37,019	39,980
9	421-1506-536.23-07	Dental Insurance	Medical Insurance	-	700	756	816	882	952	1,029	1,111	1,200	1,296	1,399
10	421-1506-536.23-08	Vision Insurance	Medical Insurance	-	150	162	175	189	204	220	238	257	278	300
11	421-1506-536.23-09	Long Term Disability	Long Term Disability	-	300	300	300	300	300	300	300	300	300	300
12	421-1506-536.24-00	Worker'S Compensation	Worker's Comp	1,941	1,943	2,040	2,142	2,249	2,362	2,480	2,604	2,734	2,871	3,014
13	421-1506-536.41-00	Communication	Default Operating	150	-	-	-	-	-	-	-	-	-	-
14	421-1506-536.44-00	Rental And Leases	Default Operating	-	450	461	473	485	497	509	522	535	548	562
15	421-1506-536.46-00	Repairs & Maintenance	Repair & Maintenance	-	3,500	3,675	3,859	4,052	4,254	4,467	4,690	4,925	5,171	5,430
16	421-1506-536.51-00	Office Supplies	Default Operating	100	-	-	-	-	-	-	-	-	-	-
17	421-1506-536.52-00	Operating Supplies	Default Operating	862	-	-	-	-	-	-	-	-	-	-
18		**Total Department 1506**		**$ 116,581**	**$ 122,090**	**$ 127,145**	**$ 132,453**	**$ 138,030**	**$ 143,892**	**$ 150,056**	**$ 156,541**	**$ 163,367**	**$ 170,555**	**$ 178,129**
		Field Services 1515												
		Personnel Services												
19	421-1515-536.12-00	Regular Salaries & Wages	Salaries	$ 895,003	$ 905,561	$ 932,728	$ 960,710	$ 989,531	$ 1,019,217	$ 1,049,793	$ 1,081,287	$ 1,113,726	$ 1,147,138	$ 1,181,552
20	421-1515-536.12-12	Accrual Payouts	Salaries	10,578	-	-	-	-	-	-	-	-	-	-
21	421-1515-536.13-00	Other Salaries & Wages	Salaries	54,440	56,073	57,755	59,488	61,272	63,111	65,004	66,954	68,963	71,032	73,163
22	421-1515-536.14-00	Overtime	Special Pay/Overtime	15,635	15,635	15,830	16,028	16,229	16,432	16,637	16,845	17,055	17,269	17,484
23	421-1515-536.15-00	Special Pay	Special Pay/Overtime	-	15,400	15,593	15,787	15,985	16,185	16,387	16,592	16,799	17,009	17,222
24	421-1515-536.20-00	Clothing/Shoe Allowance	Salaries	2,760	3,240	3,337	3,437	3,540	3,647	3,756	3,869	3,985	4,104	4,227
25	421-1515-536.21-00	Fica Taxes	Salaries	72,724	76,059	78,341	80,691	83,112	85,605	88,173	90,818	93,543	96,349	99,240
26	421-1515-536.22-00	Retirement Contributions	Retirement	95,797	108,544	113,971	119,670	125,653	131,936	138,533	145,459	152,732	160,369	168,387
27	421-1515-536.23-00	Life/Health Insurance	Other Health Insurance	24,506	3,500	3,780	4,082	4,409	4,762	5,143	5,554	5,998	6,478	6,997
28	421-1515-536.23-04	Medical/Rx Self Insured	Medical Insurance	261,552	285,000	307,800	332,424	359,018	387,739	418,759	452,259	488,440	527,515	569,716
29	421-1515-536.23-07	Dental Insurance	Medical Insurance	-	11,500	12,420	13,414	14,487	15,646	16,897	18,249	19,709	21,286	22,989
30	421-1515-536.23-08	Vision Insurance	Medical Insurance	-	2,200	2,376	2,566	2,771	2,993	3,233	3,491	3,770	4,072	4,398
31	421-1515-536.23-09	Long Term Disability	Long Term Disability	-	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
32	421-1515-536.24-00	Worker'S Compensation	Worker's Comp	50,491	52,301	54,916	57,662	60,545	63,572	66,751	70,088	73,593	77,272	81,136
33	421-1515-536.27-00	Benefit Offset	Salaries	12,000	16,800	17,304	17,823	18,358	18,909	19,476	20,060	20,662	21,282	21,920
		Operations & Maintenance												
34	421-1515-536.34-00	Contract Services	Default Operating	$ -	$ 10,000	$ 10,250	$ 10,506	$ 10,769	$ 11,038	$ 11,314	$ 11,597	$ 11,887	$ 12,184	$ 12,489
35	421-1515-536.40-00	Travel And Per Diem	Default Operating	1,250	2,000	2,050	2,101	2,154	2,208	2,263	2,319	2,377	2,437	2,498
36	421-1515-536.41-00	Communication	Default Operating	16,679	17,600	18,040	18,491	18,953	19,427	19,913	20,411	20,921	21,444	21,980
37	421-1515-536.42-00	Freight & Postage Service	Default Operating	250	250	256	263	269	276	283	290	297	305	312
38	421-1515-536.45-00	Insurance	Insurance	-	15,515	16,756	18,097	19,544	21,108	22,797	24,620	26,590	28,717	31,015
39	421-1515-536.46-00	Repairs & Maintenance	Repair & Maintenance	27,055	25,670	26,954	28,301	29,716	31,202	32,762	34,400	36,120	37,926	39,823
40	421-1515-536.46-03	Repair/Maint-Vehicles	Repair & Maintenance	15,507	20,390	21,410	22,480	23,604	24,784	26,023	27,325	28,691	30,125	31,632
41	421-1515-536.49-00	Other Charges & Oblig.	Default Operating	450	450	461	473	485	497	509	522	535	548	562
42	421-1515-536.51-00	Office Supplies	Default Operating	1,000	1,000	1,025	1,051	1,077	1,104	1,131	1,160	1,189	1,218	1,249
43	421-1515-536.52-00	Operating Supplies	Default Operating	34,594	38,946	39,920	40,918	41,941	42,989	44,064	45,165	46,295	47,452	48,638
44	421-1515-536.52-30	Fuel Oil & Lubricants	EIA Fuels	45,783	45,910	47,333	48,801	50,313	51,873	53,481	55,139	56,848	58,611	60,428
45	421-1515-536.55-00	Training	Default Operating	750	2,304	2,362	2,421	2,481	2,543	2,607	2,672	2,739	2,807	2,877
46	421-1515-536.56-15	IT-Related Operating Exp	Default Operating	12,800	107,043	109,719	112,462	115,274	118,155	121,109	124,137	127,240	130,422	133,682
47		**Total Field Services 1515**		**$ 1,651,604**	**$ 1,842,391**	**$ 1,916,186**	**$ 1,993,646**	**$ 2,074,990**	**$ 2,160,456**	**$ 2,250,297**	**$ 2,344,783**	**$ 2,444,205**	**$ 2,548,871**	**$ 2,659,114**
		Water Administration 4010												
		Personnel Services												
48	421-4010-536.11-00	Executive Salaries	Salaries	$ -	$ 161,758	$ 166,611	$ 171,609	$ 176,757	$ 182,060	$ 187,522	$ 193,148	$ 198,942	$ 204,910	$ 211,058
49	421-4010-536.12-00	Regular Salaries & Wages	Salaries	$ 774,116	$ 636,733	$ 655,835	$ 675,510	$ 695,775	$ 716,649	$ 738,148	$ 760,293	$ 783,101	$ 806,594	$ 830,792
50	421-4010-536.12-12	Accrual Payouts	Salaries	3,123	-	-	-	-	-	-	-	-	-	-
51	421-4010-536.13-00	Other Salaries & Wages	Salaries	55,950	56,645	58,344	60,095	61,898	63,754	65,667	67,637	69,666	71,756	73,909
52	421-4010-536.14-00	Overtime	Special Pay/Overtime	23,383	24,918	25,229	25,545	25,864	26,187	26,515	26,846	27,182	27,522	27,866
53	421-4010-536.15-00	Special Pay	Special Pay/Overtime	300	300	304	308	311	315	319	323	327	331	335
54	421-4010-536.20-00	Clothing/Shoe Allowance	Salaries	600	600	618	637	656	675	696	716	738	760	783
55	421-4010-536.21-00	Fica Taxes	Salaries	64,773	69,306	71,385	73,527	75,733	78,005	80,345	82,755	85,238	87,795	90,429
56	421-4010-536.22-00	Retirement Contributions	Retirement	386,858	355,682	373,466	392,139	411,746	432,334	453,950	476,648	500,480	525,504	551,780
57	421-4010-536.23-00	Life/Health Insurance	Other Health Insurance	17,140	5,400	5,832	6,299	6,802	7,347	7,934	8,569	9,255	9,995	10,795
58	421-4010-536.23-02	Life/Health Retirees	Other Health Insurance	172,579	143,620	155,110	167,518	180,920	195,393	211,025	227,907	246,139	265,831	287,097
59	421-4010-536.23-04	Medical/Rx Self Insured	Medical Insurance	249,066	137,000	147,960	159,797	172,581	186,387	201,298	217,402	234,794	253,577	273,864
60	421-4010-536.23-05	Health Retirees 50%	Medical Insurance	-	10,642	11,493	12,413	13,406	14,478	15,637	16,888	18,239	19,698	21,273
61	421-4010-536.23-06	Health Retirees 100%	Medical Insurance	-	80,950	87,426	94,420	101,974	110,132	118,942	128,457	138,734	149,833	161,819

Projection of Cash Outflows **Schedule 4**

	Account Number	Expense Line Item	Inflation Factor	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
62	421-4010-536.23-07	Dental Insurance	Medical Insurance	-	6,000	6,480	6,998	7,558	8,163	8,816	9,521	10,283	11,106	11,994
63	421-4010-536.23-08	Vision Insurance	Medical Insurance	-	1,200	1,296	1,400	1,512	1,633	1,763	1,904	2,057	2,221	2,399
64	421-4010-536.23-09	Long Term Disability	Long Term Disability	-	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
65	421-4010-536.24-00	Worker'S Compensation	Worker's Comp	19,198	19,203	20,163	21,171	22,230	23,341	24,508	25,734	27,021	28,372	29,790
66	421-4010-536.25-00	Unemployment Compensation	Salaries	5,000	5,000	5,150	5,305	5,464	5,628	5,796	5,970	6,149	6,334	6,524
67	421-4010-536.27-00	Benefit Offset	Salaries	16,800	19,200	19,776	20,369	20,980	21,610	22,258	22,926	23,614	24,322	25,052
		Operations & Maintenance												
68	421-4010-536.31-00	Professional Services	Default Operating	$ 1,977,782	$ 391,335	$ 401,118	$ 411,146	$ 421,425	$ 431,961	$ 442,760	$ 453,829	$ 465,174	$ 476,804	$ 488,724
69	421-4010-536.31-01	Legal Expenses	Default Operating	547,421	425,000	435,625	446,516	457,679	469,120	480,848	492,870	505,191	517,821	530,767
70	421-4010-536.31-33	Employee Health Center	Employee Health Center	142,389	299,018	313,969	329,667	346,151	363,458	381,631	400,713	420,748	441,786	463,875
71	421-4010-536.34-00	Contract Services	Default Operating	853,287	934,330	1,003,316	1,073,261	1,113,543	1,155,386	1,198,834	1,243,934	1,290,773	1,339,398	1,389,903
72	421-4010-536.34-10	Cost Of General Fund Svcs	Gen Fund Composite O&M	6,585,764	6,966,971	7,239,668	7,526,693	7,805,313	8,096,728	8,401,657	8,720,867	9,055,175	9,405,451	9,772,625
73	421-4010-536.39-00	Contingency	Default Operating	315,170	1,000,000	1,186,791	1,236,197	1,284,426	1,333,408	1,384,594	1,438,138	1,494,170	1,552,829	1,614,263
74	421-4010-536.40-00	Travel And Per Diem	Default Operating	2,316	2,316	2,374	2,433	2,494	2,556	2,620	2,686	2,753	2,822	2,892
75	421-4010-536.41-00	Communication	Default Operating	6,289	4,968	5,092	5,220	5,350	5,484	5,621	5,761	5,905	6,053	6,204
76	421-4010-536.42-00	Freight & Postage Service	Default Operating	4,740	4,740	4,859	4,980	5,104	5,232	5,363	5,497	5,634	5,775	5,920
77	421-4010-536.43-00	Electric/Water/Sewer	Default Operating	800	1,000	1,025	1,051	1,077	1,104	1,131	1,160	1,189	1,218	1,249
78	421-4010-536.45-00	Insurance	Insurance	557,551	-	-	-	-	-	-	-	-	-	-
79	421-4010-536.46-02	Repair/Maint Building	Repair & Maintenance	2,000	2,000	2,100	2,205	2,315	2,431	2,553	2,680	2,814	2,955	3,103
80	421-4010-536.46-03	Repair/Maint-Vehicles	Repair & Maintenance	4,694	4,664	4,897	5,142	5,399	5,669	5,953	6,250	6,563	6,891	7,235
81	421-4010-536.47-00	Printing & Binding	Default Operating	5,950	5,950	6,099	6,251	6,407	6,568	6,732	6,900	7,073	7,249	7,431
82	421-4010-536.48-00	Promotional Activities	Default Operating	20,000	20,000	20,500	21,013	21,538	22,076	22,628	23,194	23,774	24,368	24,977
83	421-4010-536.49-00	Other Charges & Oblig.	Default Operating	24,843	8,950	9,174	9,403	9,638	9,879	10,126	10,379	10,639	10,905	11,177
84	421-4010-536.49-09	Document Recording Chgs	Default Operating	3,000	3,000	3,075	3,152	3,231	3,311	3,394	3,479	3,566	3,655	3,747
85	421-4010-536.51-00	Office Supplies	Default Operating	3,050	3,050	3,126	3,204	3,285	3,367	3,451	3,537	3,625	3,716	3,809
86	421-4010-536.52-00	Operating Supplies	Default Operating	80,060	66,178	67,832	69,528	71,266	73,048	74,874	76,746	78,665	80,631	82,647
87	421-4010-536.52-30	Fuel Oil & Lubricants	EIA Fuels	5,983	11,254	11,603	11,963	12,333	12,716	13,110	13,516	13,935	14,367	14,813
88	421-4010-536.52-33	Employee Health Center	Employee Health Center	72,324	72,324	75,940	79,737	83,724	87,910	92,306	96,921	101,767	106,855	112,198
89	421-4010-536.54-00	Membership/Publications	Default Operating	35,103	35,560	36,449	37,360	38,294	39,252	40,233	41,239	42,270	43,326	44,410
90	421-4010-536.55-00	Training	Default Operating	5,120	3,870	3,967	4,066	4,168	4,272	4,379	4,488	4,600	4,715	4,833
91	421-4010-536.56-15	IT-Related Operating Exp	Default Operating	19,460	11,828	12,124	12,427	12,737	13,056	13,382	13,717	14,060	14,411	14,772
		OBLE												
92	421-4010-536.82-00	Aid To Private Organizat	No Escalation	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
93		**Total Water Administration 4010**		**$ 13,065,182**	**$ 11,854,905**	**$ 12,500,791**	**$ 13,030,264**	**$ 13,526,507**	**$ 14,044,222**	**$ 14,585,998**	**$ 15,153,197**	**$ 15,747,281**	**$ 16,369,754**	**$ 17,022,273**
		Department 4011												
		Operations & Maintenance												
94	421-4011-525.52-00	Operating Supplies	Default Operating	$ 837	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
95		**Total Department 4011**		**$ 837**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
		Dyal Plant 4020												
		Personnel Services												
96	421-4020-536.12-00	Regular Salaries & Wages	Salaries	$ 2,513,167	$ 2,565,472	$ 2,642,436	$ 2,721,709	$ 2,803,361	$ 2,887,461	$ 2,974,085	$ 3,063,308	$ 3,155,207	$ 3,249,863	$ 3,347,359
97	421-4020-536.12-12	Accrual Payouts	Salaries	44,012	-	-	-	-	-	-	-	-	-	-
98	421-4020-536.14-00	Overtime	Special Pay/Overtime	220,838	222,707	225,491	228,309	231,163	234,053	236,979	239,941	242,940	245,977	249,051
99	421-4020-536.20-00	Clothing/Shoe Allowance	Salaries	5,970	6,210	6,396	6,588	6,786	6,989	7,199	7,415	7,638	7,867	8,103
100	421-4020-536.21-00	Fica Taxes	Salaries	206,589	213,613	220,021	226,622	233,421	240,423	247,636	255,065	262,717	270,599	278,717
101	421-4020-536.22-00	Retirement Contributions	Retirement	273,840	279,056	293,009	307,659	323,042	339,194	356,154	373,962	392,660	412,293	432,907
102	421-4020-536.23-00	Life/Health Insurance	Other Health Insurance	63,565	12,600	13,608	14,697	15,872	17,142	18,514	19,995	21,594	23,322	25,187
103	421-4020-536.23-04	Medical/Rx Self Insured	Medical Insurance	667,795	775,000	837,000	903,960	976,277	1,054,379	1,138,729	1,229,828	1,328,214	1,434,471	1,549,229
104	421-4020-536.23-07	Dental Insurance	Medical Insurance	-	35,000	37,800	40,824	44,090	47,617	51,426	55,541	59,984	64,783	69,965
105	421-4020-536.23-08	Vision Insurance	Medical Insurance	-	7,000	7,560	8,165	8,818	9,523	10,285	11,108	11,997	12,957	13,993
106	421-4020-536.23-09	Long Term Disability	Long Term Disability	-	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000
107	421-4020-536.24-00	Worker'S Compensation	Worker's Comp	152,658	157,055	164,908	173,153	181,811	190,901	200,446	210,469	220,992	232,042	243,644
108	421-4020-536.27-00	Benefit Offset	Salaries	24,000	31,200	32,136	33,100	34,093	35,116	36,169	37,254	38,372	39,523	40,709
		Operations & Maintenance												
109	421-4020-536.31-00	Professional Services	Default Operating	$ 5,700	$ 5,700	$ 5,843	$ 5,989	$ 6,138	$ 6,292	$ 6,449	$ 6,610	$ 6,776	$ 6,945	$ 7,119
110	421-4020-536.31-03	Engineering Services	Default Operating	384,280	375,000	384,375	393,984	403,834	413,930	424,278	434,885	445,757	456,901	468,324
111	421-4020-536.34-00	Contract Services	Default Operating	241,258	345,880	354,527	363,390	372,475	381,787	391,331	401,115	411,143	421,421	431,957
112	421-4020-536.40-00	Travel And Per Diem	Default Operating	2,000	2,000	2,050	2,101	2,154	2,208	2,263	2,319	2,377	2,437	2,498
113	421-4020-536.41-00	Communication	Default Operating	136,050	109,500	112,238	115,043	117,920	120,868	123,889	126,986	130,161	133,415	136,750
114	421-4020-536.42-00	Freight & Postage Service	Default Operating	14,250	7,500	7,688	7,880	8,077	8,279	8,486	8,698	8,915	9,138	9,366
115	421-4020-536.43-00	Electric/Water/Sewer	Default Operating	1,879,880	1,719,880	1,762,877	1,806,949	1,852,123	1,898,426	1,945,886	1,994,534	2,044,397	2,095,507	2,147,894
116	421-4020-536.44-00	Rental And Leases	Default Operating	28,650	23,850	24,446	25,057	25,684	26,326	26,984	27,659	28,350	29,059	29,785
117	421-4020-536.46-00	Repairs & Maintenance	Repair & Maintenance	1,927,690	2,698,547	2,833,474	2,975,148	3,123,905	3,280,101	3,444,106	3,616,311	3,797,127	3,986,983	4,186,332
118	421-4020-536.46-02	Repair/Maint Building	Repair & Maintenance	203,710	100,000	105,000	110,250	115,763	121,551	127,628	134,010	140,710	147,746	155,133
119	421-4020-536.46-03	Repair/Maint-Vehicles	Repair & Maintenance	27,470	27,924	29,320	30,786	32,326	33,942	35,639	37,421	39,292	41,256	43,319
120	421-4020-536.47-00	Printing & Binding	Default Operating	200	200	205	210	215	221	226	232	238	244	250
121	421-4020-536.49-00	Other Charges & Oblig.	Default Operating	8,325	8,535	8,748	8,967	9,191	9,421	9,657	9,898	10,145	10,399	10,659
122	421-4020-536.51-00	Office Supplies	Default Operating	5,000	5,000	5,125	5,253	5,384	5,519	5,657	5,798	5,943	6,092	6,244
123	421-4020-536.52-00	Operating Supplies	Default Operating	322,200	251,200	257,480	263,917	270,515	277,278	284,210	291,315	298,598	306,063	313,714

Projection of Cash Outflows **Schedule 4**

	Account Number	Expense Line Item	Inflation Factor	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
124	421-4020-536.52-07	Janitorial Supplies	Default Operating	4,000	4,000	4,100	4,203	4,308	4,415	4,526	4,639	4,755	4,874	4,995
125	421-4020-536.52-09	Chemicals	Chemicals	3,754,000	4,366,466	4,473,965	4,583,698	4,695,709	4,810,040	4,926,737	5,045,844	5,167,408	5,291,475	5,418,092
126	421-4020-536.52-30	Fuel Oil & Lubricants	EIA Fuels	90,096	105,862	109,144	112,527	116,016	119,612	123,320	127,143	131,084	135,148	139,338
127	421-4020-536.53-00	Road Materials/Supplies	Default Operating	20,000	20,000	20,500	21,013	21,538	22,076	22,628	23,194	23,774	24,368	24,977
128	421-4020-536.54-00	Membership/Publications	Default Operating	423	510	523	536	549	563	577	591	606	621	637
129	421-4020-536.55-00	Training	Default Operating	32,640	22,940	23,514	24,101	24,704	25,321	25,955	26,603	27,268	27,950	28,649
130	421-4020-536.56-15	IT-Related Operating Exp	Default Operating	114,184	80,516	82,529	84,592	86,707	88,875	91,096	93,374	95,708	98,101	100,553
131		**Total Dyal Plant 4020**		**$ 13,374,440**	**$ 14,594,923**	**$ 15,097,035**	**$ 15,619,382**	**$ 16,162,966**	**$ 16,728,848**	**$ 17,318,151**	**$ 17,932,063**	**$ 18,571,846**	**$ 19,238,837**	**$ 19,934,451**
		Water Field Operations 4025												
		Personnel Services												
132	421-4025-536.12-00	Regular Salaries & Wages	Salaries	$ 2,549,400	$ 2,597,287	$ 2,675,206	$ 2,755,462	$ 2,838,126	$ 2,923,269	$ 3,010,967	$ 3,101,297	$ 3,194,335	$ 3,290,165	$ 3,388,870
133	421-4025-536.12-12	Accrual Payouts	Salaries	39,868	-	-	-	-	-	-	-	-	-	-
134	421-4025-536.13-00	Other Salaries & Wages	Salaries	227,806	152,203	156,769	161,472	166,316	171,306	176,445	181,738	187,190	192,806	198,590
135	421-4025-536.14-00	Overtime	Special Pay/Overtime	193,956	199,776	202,273	204,802	207,362	209,954	212,578	215,235	217,926	220,650	223,408
136	421-4025-536.20-00	Clothing/Shoe Allowance	Salaries	6,600	6,600	6,798	7,002	7,212	7,428	7,651	7,881	8,117	8,361	8,612
137	421-4025-536.21-00	Fica Taxes	Salaries	223,739	228,669	235,529	242,595	249,873	257,369	265,090	273,043	281,234	289,671	298,361
138	421-4025-536.22-00	Retirement Contributions	Retirement	308,495	327,900	344,295	361,510	379,585	398,564	418,493	439,417	461,388	484,458	508,681
139	421-4025-536.23-00	Life/Health Insurance	Other Health Insurance	71,352	14,800	15,984	17,263	18,644	20,135	21,746	23,486	25,365	27,394	29,585
140	421-4025-536.23-04	Medical/Rx Self Insured	Medical Insurance	834,720	865,000	934,200	1,008,936	1,089,651	1,176,823	1,270,969	1,372,646	1,482,458	1,601,055	1,729,139
141	421-4025-536.23-07	Dental Insurance	Medical Insurance	-	38,000	41,040	44,323	47,869	51,699	55,834	60,301	65,125	70,335	75,962
142	421-4025-536.23-08	Vision Insurance	Medical Insurance	-	7,500	8,100	8,748	9,448	10,204	11,020	11,902	12,854	13,882	14,993
143	421-4025-536.23-09	Long Term Disability	Long Term Disability	-	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
144	421-4025-536.24-00	Worker'S Compensation	Worker's Comp	185,968	185,968	195,266	205,030	215,281	226,045	237,348	249,215	261,676	274,759	288,497
145	421-4025-536.27-00	Benefit Offset	Salaries	31,200	31,200	32,136	33,100	34,093	35,116	36,169	37,254	38,372	39,523	40,709
		Operations & Maintenance												
146	421-4025-536.31-00	Professional Services	Default Operating	-	-	-	-	-	-	-	-	-	-	-
147	421-4025-536.31-03	Engineering Services	Default Operating	$ 225,000	$ 225,000	$ 230,625	$ 236,391	$ 242,300	$ 248,358	$ 254,567	$ 260,931	$ 267,454	$ 274,141	$ 280,994
148	421-4025-536.34-00	Contract Services	Default Operating	50,242	49,242	50,473	51,735	53,028	54,354	55,713	57,106	58,533	59,997	61,497
149	421-4025-536.40-00	Travel And Per Diem	Default Operating	1,000	1,000	1,025	1,051	1,077	1,104	1,131	1,160	1,189	1,218	1,249
150	421-4025-536.41-00	Communication	Default Operating	32,142	29,824	30,570	31,334	32,117	32,920	33,743	34,587	35,451	36,338	37,246
151	421-4025-536.42-00	Freight & Postage Service	Default Operating	3,000	3,000	3,075	3,152	3,231	3,311	3,394	3,479	3,566	3,655	3,747
152	421-4025-536.43-00	Electric/Water/Sewer	Default Operating	74,800	70,100	71,853	73,649	75,490	77,377	79,312	81,295	83,327	85,410	87,545
153	421-4025-536.44-00	Rental And Leases	Default Operating	5,000	5,000	5,125	5,253	5,384	5,519	5,657	5,798	5,943	6,092	6,244
154	421-4025-536.46-00	Repairs & Maintenance	Repair & Maintenance	3,708,980	3,369,500	3,537,975	3,714,874	3,900,617	4,095,648	4,300,431	4,515,452	4,741,225	4,978,286	5,227,200
155	421-4025-536.46-02	Repair/Maint Building	Repair & Maintenance	50,755	32,740	34,377	36,096	37,901	39,796	41,785	43,875	46,068	48,372	50,790
156	421-4025-536.46-03	Repair/Maint-Vehicles	Repair & Maintenance	144,800	136,878	143,722	150,908	158,453	166,376	174,695	183,430	192,601	202,231	212,343
157	421-4025-536.47-00	Printing & Binding	Default Operating	380	520	533	546	560	574	588	603	618	634	649
158	421-4025-536.49-00	Other Charges & Oblig.	Default Operating	10,394	11,683	11,975	12,274	12,581	12,896	13,218	13,549	13,887	14,235	14,590
159	421-4025-536.51-00	Office Supplies	Default Operating	2,000	2,000	2,050	2,101	2,154	2,208	2,263	2,319	2,377	2,437	2,498
160	421-4025-536.52-00	Operating Supplies	Default Operating	146,200	175,200	179,580	184,070	188,671	193,388	198,223	203,178	208,258	213,464	218,801
161	421-4025-536.52-07	Janitorial Supplies	Default Operating	3,240	3,240	3,321	3,404	3,489	3,576	3,666	3,757	3,851	3,948	4,046
162	421-4025-536.52-30	Fuel Oil & Lubricants	EIA Fuels	110,313	168,736	173,967	179,360	184,920	190,652	196,563	202,656	208,938	215,416	222,093
163	421-4025-536.53-00	Road Materials/Supplies	Default Operating	5,000	5,000	5,125	5,253	5,384	5,519	5,657	5,798	5,943	6,092	6,244
164	421-4025-536.54-00	Membership/Publications	Default Operating	690	690	707	725	743	762	781	800	820	841	862
165	421-4025-536.55-00	Training	Default Operating	15,856	11,496	11,783	12,078	12,380	12,689	13,007	13,332	13,665	14,007	14,357
166	421-4025-536.56-15	IT-Related Operating Exp	Default Operating	87,871	57,496	58,933	60,407	61,917	63,465	65,051	66,678	68,345	70,053	71,805
167		**Total Water Field Operations 4025**		**$ 9,350,767**	**$ 9,023,248**	**$ 9,414,390**	**$ 9,824,901**	**$ 10,255,858**	**$ 10,708,405**	**$ 11,183,755**	**$ 11,683,198**	**$ 12,208,103**	**$ 12,759,924**	**$ 13,340,208**
		Engineering 4055												
		Personnel Services												
168	421-4055-536.12-00	Regular Salaries & Wages	Salaries	$ 768,633	$ 767,585	$ 790,613	$ 814,331	$ 838,761	$ 863,924	$ 889,841	$ 916,537	$ 944,033	$ 972,354	$ 1,001,524
169	421-4055-536.12-12	Accrual Payouts	Salaries	8,444	-	-	-	-	-	-	-	-	-	-
170	421-4055-536.13-00	Other Salaries & Wages	Salaries	67,690	69,160	71,235	73,372	75,573	77,840	80,175	82,581	85,058	87,610	90,238
171	421-4055-536.14-00	Overtime	Special Pay/Overtime	422	435	440	446	452	457	463	469	475	480	486
172	421-4055-536.21-00	Fica Taxes	Salaries	65,436	61,946	63,804	65,719	67,690	69,721	71,812	73,967	76,186	78,471	80,825
173	421-4055-536.22-00	Retirement Contributions	Retirement	87,062	93,721	98,407	103,327	108,494	113,918	119,614	125,595	131,875	138,469	145,392
174	421-4055-536.23-00	Life/Health Insurance	Other Health Insurance	21,240	3,000	3,240	3,499	3,779	4,081	4,408	4,761	5,141	5,553	5,997
175	421-4055-536.23-04	Medical/Rx Self Insured	Medical Insurance	285,840	310,000	334,800	361,584	390,511	421,752	455,492	491,931	531,286	573,788	619,691
176	421-4055-536.23-07	Dental Insurance	Medical Insurance	-	12,000	12,960	13,997	15,117	16,326	17,632	19,042	20,566	22,211	23,988
177	421-4055-536.23-08	Vision Insurance	Medical Insurance	-	2,500	2,700	2,916	3,149	3,401	3,673	3,967	4,285	4,627	4,998
178	421-4055-536.23-09	Long Term Disability	Long Term Disability	-	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
179	421-4055-536.24-00	Worker'S Compensation	Worker's Comp	10,337	10,337	10,854	11,397	11,966	12,565	13,193	13,853	14,545	15,272	16,036
180	421-4055-536.27-00	Benefit Offset	Salaries	40,800	45,600	46,968	48,377	49,828	51,323	52,863	54,449	56,082	57,765	59,498
		Operations & Maintenance												
181	421-4055-536.31-03	Engineering Services	Default Operating	$ 826,150	$ 276,000	$ 282,900	$ 289,973	$ 297,222	$ 304,652	$ 312,269	$ 320,075	$ 328,077	$ 336,279	$ 344,686
182	421-4055-536.40-00	Travel And Per Diem	Default Operating	2,922	2,922	2,995	3,070	3,147	3,225	3,306	3,389	3,473	3,560	3,649
183	421-4055-536.41-00	Communication	Default Operating	7,002	5,520	5,658	5,799	5,944	6,093	6,245	6,402	6,562	6,726	6,894
184	421-4055-536.42-00	Freight & Postage Service	Default Operating	400	400	410	420	431	442	453	464	475	487	500
185	421-4055-536.46-00	Repairs & Maintenance	Repair & Maintenance	16,813	9,794	10,284	10,798	11,338	11,905	12,500	13,125	13,781	14,470	15,194

Projection of Cash Outflows **Schedule 4**

	Account Number	Expense Line Item	Inflation Factor	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
186	421-4055-536.46-03	Repair/Maint-Vehicles	Repair & Maintenance	5,450	5,295	5,560	5,838	6,130	6,436	6,758	7,096	7,451	7,823	8,214
187	421-4055-536.47-00	Printing & Binding	Default Operating	200	200	205	210	215	221	226	232	238	244	250
188	421-4055-536.49-00	Other Charges & Oblig.	Default Operating	1,632	2,000	2,050	2,101	2,154	2,208	2,263	2,319	2,377	2,437	2,498
189	421-4055-536.51-00	Office Supplies	Default Operating	6,152	6,152	6,306	6,463	6,625	6,791	6,960	7,134	7,313	7,496	7,683
190	421-4055-536.52-00	Operating Supplies	Default Operating	2,147	1,575	1,614	1,655	1,696	1,739	1,782	1,827	1,872	1,919	1,967
191	421-4055-536.52-30	Fuel Oil & Lubricants	EIA Fuels	5,628	9,184	9,469	9,762	10,065	10,377	10,699	11,030	11,372	11,725	12,088
192	421-4055-536.54-00	Membership/Publications	Default Operating	1,315	1,315	1,348	1,382	1,416	1,452	1,488	1,525	1,563	1,602	1,642
193	421-4055-536.55-00	Training	Default Operating	10,904	10,904	11,177	11,456	11,742	12,036	12,337	12,645	12,961	13,285	13,618
194	421-4055-536.56-15	IT-Related Operating Exp	Default Operating	75,122	78,172	80,126	82,129	84,183	86,287	88,444	90,656	92,922	95,245	97,626
195		**Total Engineering 4055**		**$ 2,317,741**	**$ 1,788,717**	**$ 1,859,122**	**$ 1,933,021**	**$ 2,010,627**	**$ 2,092,171**	**$ 2,177,897**	**$ 2,268,069**	**$ 2,362,969**	**$ 2,462,899**	**$ 2,568,182**
		Water Reclamation 4120												
		Personnel Services												
196	421-4120-536.12-00	Regular Salaries & Wages	Salaries	$ 1,234,607	$ 1,210,999	$ 1,247,329	$ 1,284,749	$ 1,323,291	$ 1,362,990	$ 1,403,880	$ 1,445,996	$ 1,489,376	$ 1,534,057	$ 1,580,079
197	421-4120-536.12-12	Accrual Payouts	Salaries	26,295	-	-	-	-	-	-	-	-	-	-
198	421-4120-536.13-00	Other Salaries & Wages	Salaries	65,843	-	-	-	-	-	-	-	-	-	-
199	421-4120-536.14-00	Overtime	Special Pay/Overtime	178,902	128,246	129,849	131,472	133,116	134,780	136,464	138,170	139,897	141,646	143,416
200	421-4120-536.15-00	Special Pay	Special Pay/Overtime	1,500	1,500	1,519	1,538	1,557	1,576	1,596	1,616	1,636	1,657	1,677
201	421-4120-536.20-00	Clothing/Shoe Allowance	Salaries	2,685	2,760	2,843	2,928	3,016	3,106	3,200	3,296	3,394	3,496	3,601
202	421-4120-536.21-00	Fica Taxes	Salaries	111,621	106,784	109,988	113,287	116,686	120,186	123,792	127,506	131,331	135,271	139,329
203	421-4120-536.22-00	Retirement Contributions	Retirement	134,606	140,330	147,347	154,714	162,450	170,572	179,101	188,056	197,458	207,331	217,698
204	421-4120-536.23-00	Life/Health Insurance	Other Health Insurance	32,412	9,300	10,044	10,848	11,715	12,653	13,665	14,758	15,939	17,214	18,591
205	421-4120-536.23-04	Medical/Rx Self Insured	Medical Insurance	309,741	285,000	307,800	332,424	359,018	387,739	418,759	452,259	488,440	527,515	569,716
206	421-4120-536.23-07	Dental Insurance	Medical Insurance	-	15,000	16,200	17,496	18,896	20,407	22,040	23,803	25,707	27,764	29,985
207	421-4120-536.23-08	Vision Insurance	Medical Insurance	-	2,700	2,916	3,149	3,401	3,673	3,967	4,285	4,627	4,998	5,397
208	421-4120-536.23-09	Long Term Disability	Long Term Disability	-	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500
209	421-4120-536.24-00	Worker'S Compensation	Worker's Comp	66,803	66,533	69,860	73,353	77,020	80,871	84,915	89,161	93,619	98,300	103,215
210	421-4120-536.27-00	Benefit Offset	Salaries	16,800	19,200	19,776	20,369	20,980	21,610	22,258	22,926	23,614	24,322	25,052
		Operations & Maintenance												
211	421-4120-536.31-00	Professional Services	Default Operating	$ 4,400	$ 7,000	$ 7,175	$ 7,354	$ 7,538	$ 7,727	$ 7,920	$ 8,118	$ 8,321	$ 8,529	$ 8,742
212	421-4120-536.31-03	Engineering Services	Default Operating	247,554	165,000	169,125	173,353	177,687	182,129	186,682	191,349	196,133	201,036	206,062
213	421-4120-536.34-00	Contract Services	Default Operating	69,590	67,090	68,767	70,486	72,249	74,055	75,906	77,804	79,749	81,743	83,786
214	421-4120-536.40-00	Travel And Per Diem	Default Operating	6,820	6,200	6,355	6,514	6,677	6,844	7,015	7,190	7,370	7,554	7,743
215	421-4120-536.41-00	Communication	Default Operating	10,064	10,036	10,287	10,544	10,808	11,078	11,355	11,639	11,930	12,228	12,534
216	421-4120-536.42-00	Freight & Postage Service	Default Operating	750	750	769	788	808	828	849	870	892	914	937
217	421-4120-536.43-00	Electric/Water/Sewer	Default Operating	316,950	223,000	228,575	234,289	240,147	246,150	252,304	258,612	265,077	271,704	278,496
218	421-4120-536.44-00	Rental And Leases	Default Operating	7,600	8,600	8,815	9,035	9,261	9,493	9,730	9,973	10,223	10,478	10,740
219	421-4120-536.46-00	Repairs & Maintenance	Repair & Maintenance	271,707	266,350	279,668	293,651	308,333	323,750	339,938	356,934	374,781	393,520	413,196
220	421-4120-536.46-02	Repair/Maint Building	Repair & Maintenance	25,229	6,000	6,300	6,615	6,946	7,293	7,658	8,041	8,443	8,865	9,308
221	421-4120-536.46-03	Repair/Maint-Vehicles	Repair & Maintenance	7,467	5,525	5,801	6,091	6,396	6,716	7,051	7,404	7,774	8,163	8,571
222	421-4120-536.47-00	Printing & Binding	Default Operating	250	250	256	263	269	276	283	290	297	305	312
223	421-4120-536.49-00	Other Charges & Oblig.	Default Operating	21,401	6,730	6,898	7,071	7,247	7,429	7,614	7,805	8,000	8,200	8,405
224	421-4120-536.51-00	Office Supplies	Default Operating	3,500	3,500	3,588	3,677	3,769	3,863	3,960	4,059	4,160	4,264	4,371
225	421-4120-536.52-00	Operating Supplies	Default Operating	144,792	119,980	122,980	126,054	129,205	132,435	135,746	139,140	142,619	146,184	149,839
226	421-4120-536.52-07	Janitorial Supplies	Default Operating	2,000	2,000	2,050	2,101	2,154	2,208	2,263	2,319	2,377	2,437	2,498
227	421-4120-536.52-09	Chemicals	Chemicals	121,792	121,792	124,790	127,851	130,975	134,164	137,419	140,742	144,132	147,593	151,125
228	421-4120-536.52-30	Fuel Oil & Lubricants	EIA Fuels	18,762	22,654	23,356	24,080	24,827	25,596	26,390	27,208	28,051	28,921	29,818
229	421-4120-536.54-00	Membership/Publications	Default Operating	805	750	769	788	808	828	849	870	892	914	937
230	421-4120-536.55-00	Training	Default Operating	28,996	22,600	23,165	23,744	24,338	24,946	25,570	26,209	26,864	27,536	28,224
231	421-4120-536.56-15	IT-Related Operating Exp	Default Operating	17,500	14,704	15,072	15,448	15,835	16,230	16,636	17,052	17,478	17,915	18,363
232		**Total Water Reclamation 4120**		**$ 3,509,744**	**$ 3,073,363**	**$ 3,184,529**	**$ 3,300,626**	**$ 3,421,922**	**$ 3,548,703**	**$ 3,681,273**	**$ 3,819,958**	**$ 3,965,101**	**$ 4,117,073**	**$ 4,276,263**
		Sewer Field Operations 4125												
		Personnel Services												
233	421-4125-536.12-00	Regular Salaries & Wages	Salaries	$ 623,289	$ 718,556	$ 740,113	$ 762,316	$ 785,186	$ 808,741	$ 833,003	$ 857,993	$ 883,733	$ 910,245	$ 937,553
234	421-4125-536.12-12	Accrual Payouts	Salaries	9,142	-	-	-	-	-	-	-	-	-	-
235	421-4125-536.13-00	Other Salaries & Wages	Salaries	208,648	214,913	221,360	228,001	234,841	241,886	249,143	256,617	264,316	272,245	280,413
236	421-4125-536.14-00	Overtime	Special Pay/Overtime	81,593	60,385	61,140	61,904	62,678	63,461	64,255	65,058	65,871	66,694	67,528
237	421-4125-536.20-00	Clothing/Shoe Allowance	Salaries	2,015	2,015	2,075	2,138	2,202	2,268	2,336	2,406	2,478	2,553	2,629
238	421-4125-536.21-00	Fica Taxes	Salaries	68,342	78,763	81,126	83,560	86,066	88,648	91,308	94,047	96,869	99,775	102,768
239	421-4125-536.22-00	Retirement Contributions	Retirement	91,410	108,183	113,592	119,272	125,235	131,497	138,072	144,976	152,224	159,836	167,827
240	421-4125-536.23-00	Life/Health Insurance	Other Health Insurance	19,971	3,200	3,456	3,732	4,031	4,354	4,702	5,078	5,484	5,923	6,397
241	421-4125-536.23-04	Medical/Rx Self Insured	Medical Insurance	282,871	270,000	291,600	314,928	340,122	367,332	396,719	428,456	462,733	499,751	539,731
242	421-4125-536.23-07	Dental Insurance	Medical Insurance	-	13,000	14,040	15,163	16,376	17,686	19,101	20,629	22,280	24,062	25,987
243	421-4125-536.23-08	Vision Insurance	Medical Insurance	-	2,200	2,376	2,566	2,771	2,993	3,233	3,491	3,770	4,072	4,398
244	421-4125-536.23-09	Long Term Disability	Long Term Disability	-	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
245	421-4125-536.24-00	Worker'S Compensation	Worker's Comp	45,628	53,725	56,411	59,232	62,193	65,303	68,568	71,997	75,596	79,376	83,345
246	421-4125-536.27-00	Benefit Offset	Salaries	9,600	14,400	14,832	15,277	15,735	16,207	16,694	17,194	17,710	18,241	18,789
		Operations & Maintenance												
247	421-4125-536.31-03	Engineering Services	Default Operating	$ 252,859	$ 200,000	$ 205,000	$ 210,125	$ 215,378	$ 220,763	$ 226,282	$ 231,939	$ 237,737	$ 243,681	$ 249,773
248	421-4125-536.34-00	Contract Services	Default Operating	5,000	5,000	5,125	5,253	5,384	5,519	5,657	5,798	5,943	6,092	6,244

Projection of Cash Outflows **Schedule 4**

	Account Number	Expense Line Item	Inflation Factor	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
249	421-4125-536.40-00	Travel And Per Diem	Default Operating	1,000	1,000	1,025	1,051	1,077	1,104	1,131	1,160	1,189	1,218	1,249
250	421-4125-536.41-00	Communication	Default Operating	7,725	7,017	7,192	7,372	7,557	7,745	7,939	8,138	8,341	8,550	8,763
251	421-4125-536.42-00	Freight & Postage Service	Default Operating	1,100	1,100	1,128	1,156	1,185	1,214	1,245	1,276	1,308	1,340	1,374
252	421-4125-536.43-00	Electric/Water/Sewer	Default Operating	76,000	78,200	80,155	82,159	84,213	86,318	88,476	90,688	92,955	95,279	97,661
253	421-4125-536.44-00	Rental And Leases	Default Operating	1,000	1,000	1,025	1,051	1,077	1,104	1,131	1,160	1,189	1,218	1,249
254	421-4125-536.46-00	Repairs & Maintenance	Repair & Maintenance	475,981	502,800	527,940	554,337	582,054	611,157	641,714	673,800	707,490	742,865	780,008
255	421-4125-536.46-03	Repair/Maint-Vehicles	Repair & Maintenance	37,844	33,761	35,449	37,222	39,083	41,037	43,089	45,243	47,505	49,880	52,374
256	421-4125-536.47-00	Printing & Binding	Default Operating	300	300	308	315	323	331	339	348	357	366	375
257	421-4125-536.49-00	Other Charges & Oblig.	Default Operating	2,751	2,507	2,570	2,634	2,700	2,767	2,836	2,907	2,980	3,055	3,131
258	421-4125-536.51-00	Office Supplies	Default Operating	1,000	1,000	1,025	1,051	1,077	1,104	1,131	1,160	1,189	1,218	1,249
259	421-4125-536.52-00	Operating Supplies	Default Operating	31,318	39,738	40,731	41,750	42,793	43,863	44,960	46,084	47,236	48,417	49,627
260	421-4125-536.52-30	Fuel Oil & Lubricants	EIA Fuels	30,696	43,891	45,252	46,654	48,101	49,592	51,129	52,714	54,348	56,033	57,770
261	421-4125-536.53-00	Road Materials/Supplies	Default Operating	5,000	5,000	5,125	5,253	5,384	5,519	5,657	5,798	5,943	6,092	6,244
262	421-4125-536.54-00	Membership/Publications	Default Operating	620	620	636	651	668	684	701	719	737	755	774
263	421-4125-536.55-00	Training	Default Operating	4,133	650	666	683	700	717	735	754	773	792	812
264	421-4125-536.56-15	IT-Related Operating Exp	Default Operating	18,800	9,434	9,670	9,912	10,159	10,413	10,674	10,941	11,214	11,494	11,782
265		**Total Sewer Field Operations 4125**		**$ 2,395,636**	**$ 2,475,358**	**$ 2,575,142**	**$ 2,679,717**	**$ 2,789,350**	**$ 2,904,330**	**$ 3,024,961**	**$ 3,151,569**	**$ 3,284,499**	**$ 3,424,119**	**$ 3,570,823**
		Other Expenditures												
		Personnel Services												
266		Salary Adjustments	Salaries	$ -	$ 2,300,000	$ 2,369,000	$ 2,440,070	$ 2,513,272	$ 2,588,670	$ 2,666,330	$ 2,746,320	$ 2,828,710	$ 2,913,571	$ 3,000,978
267		**Total Other Expenditures**		**$ -**	**$ 2,300,000**	**$ 2,369,000**	**$ 2,440,070**	**$ 2,513,272**	**$ 2,588,670**	**$ 2,666,330**	**$ 2,746,320**	**$ 2,828,710**	**$ 2,913,571**	**$ 3,000,978**
		Total Expenses by Category												
268		Personnel Services		$ 17,226,719	$ 19,607,852	$ 20,392,348	$ 21,215,772	$ 22,080,475	$ 22,988,967	$ 23,943,936	$ 24,948,255	$ 26,004,999	$ 27,117,460	$ 28,289,161
269		Cost of General Fund Services		6,585,764	6,966,971	7,239,668	7,526,693	7,805,313	8,096,728	8,401,657	8,720,867	9,055,175	9,405,451	9,772,625
270		Operations & Maintenance		21,968,849	20,660,730	21,576,736	22,382,023	23,183,292	24,014,862	24,879,447	25,778,524	26,713,648	27,686,402	28,698,494
271		Other Below the Line		1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
272		**Total Expenses**		**$ 45,782,532**	**$ 47,236,753**	**$ 49,209,952**	**$ 51,125,688**	**$ 53,070,280**	**$ 55,101,757**	**$ 57,226,240**	**$ 59,448,846**	**$ 61,775,022**	**$ 64,210,513**	**$ 66,761,480**
		Expense Execution Factors												
273		Personnel Services		95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%
274		Cost of General Fund Services		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
275		Operations & Maintenance		85.0%	85.0%	85.0%	85.0%	85.0%	85.0%	85.0%	85.0%	85.0%	85.0%	85.0%
276		Other Below the Line		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
		Total Expenses at Execution												
277		Personnel Services		$ 16,365,383	$ 18,627,459	$ 19,372,731	$ 20,154,984	$ 20,976,451	$ 21,839,519	$ 22,746,739	$ 23,700,842	$ 24,704,749	$ 25,761,587	$ 26,874,703
278		Variable Operations & Maintenance		6,585,764	6,966,971	7,239,668	7,526,693	7,805,313	8,096,728	8,401,657	8,720,867	9,055,175	9,405,451	9,772,625
279		Operations & Maintenance		18,673,522	17,561,621	18,340,226	19,024,720	19,705,798	20,412,632	21,147,530	21,911,745	22,706,601	23,533,442	24,393,720
280		Other Below the Line		1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
281		**Total Expenses at Execution**		**$ 41,625,869**	**$ 43,157,251**	**$ 44,953,825**	**$ 46,707,596**	**$ 48,488,762**	**$ 50,350,079**	**$ 52,297,126**	**$ 54,334,655**	**$ 56,467,725**	**$ 58,701,680**	**$ 61,042,248**
		Transfers Out												
282		Transfer to Gen Fund 001 (ROI)		$ 7,902,158	$ 7,238,017	$ 8,200,000	$ 8,200,000	$ 8,200,000	$ 8,200,000	$ 8,200,000	$ 8,200,000	$ 8,200,000	$ 8,200,000	$ 8,200,000
283		6% ILO Franchise Fee		1,374,993	1,558,662	1,639,325	1,730,803	1,829,237	1,931,830	2,038,632	2,149,759	2,265,323	2,385,440	2,510,219
284		**Total Transfers Out**		**$ 9,277,151**	**$ 8,796,679**	**$ 9,839,325**	**$ 9,930,803**	**$ 10,029,237**	**$ 10,131,830**	**$ 10,238,632**	**$ 10,349,759**	**$ 10,465,323**	**$ 10,585,440**	**$ 10,710,219**
		Debt Service												
285		Series 2003 - Principal		$ 1,605,000	$ 1,700,000	$ 1,790,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
286		Series 2003 - Interest		280,225	191,950	98,450	-	-	-	-	-	-	-	-
287		Series 2018A-2 - Principal		1,300,000	1,345,000	1,400,000	3,340,000	3,480,000	3,645,000	1,205,000	1,185,000	1,175,000	1,235,000	1,245,000
288		Series 2018A-2 - Interest		746,146	698,956	650,134	599,312	478,071	351,748	219,434	175,692	132,676	90,024	45,194
289		Series 2018B - Principal		690,000	710,000	740,000	765,000	800,000	830,000	865,000	905,000	945,000	990,000	1,030,000
290		Series 2018B - Interest		1,696,550	1,675,850	1,647,450	1,617,850	1,587,250	1,555,250	1,522,050	1,478,800	1,442,600	1,395,350	1,355,750
291		Series 2018C - Principal		-	-	-	-	-	-	980,000	1,060,000	1,130,000	1,160,000	1,235,000
292		Series 2018C - Interest		965,200	965,200	965,200	965,200	965,200	965,200	965,200	916,200	873,800	817,300	770,900
293		Series 2020 - Principal		1,941,000	2,114,000	1,958,000	1,837,000	1,283,000	868,000	875,000	888,000	898,000	944,000	-
294		Series 2020 - Interest		133,731	134,249	109,681	85,922	64,475	51,510	40,989	30,359	19,590	8,694	-
295		SRF Loans Refunded by Series 2020		427,504	-	-	-	-	-	-	-	-	-	-
296		Calculated Future New Debt Service		-	-	-	1,843,589	2,398,562	2,398,562	5,100,870	5,914,342	5,914,342	6,802,264	7,069,553
297		**Total Debt Service**		**$ 9,785,356**	**$ 9,535,205**	**$ 9,358,915**	**$ 11,053,873**	**$ 11,056,558**	**$ 10,665,270**	**$ 11,773,543**	**$ 12,553,393**	**$ 12,531,008**	**$ 13,442,632**	**$ 12,751,397**
		Cash-Funded Capital												
298		Projects Designated To Be Funded with Cash		$ 12,638,341	$ 7,367,247	$ 18,028,086	$ 20,168,133	$ 10,691,695	$ 8,638,647	$ 17,034,062	$ 13,873,161	$ 15,639,775	$ 16,603,609	$ 18,550,768
299		**Total Cash-Funded Capital**		**$ 12,638,341**	**$ 7,367,247**	**$ 18,028,086**	**$ 20,168,133**	**$ 10,691,695**	**$ 8,638,647**	**$ 17,034,062**	**$ 13,873,161**	**$ 15,639,775**	**$ 16,603,609**	**$ 18,550,768**
300		**Total Cash Outflows**		**$ 73,326,716**	**$ 68,856,382**	**$ 82,180,151**	**$ 87,860,406**	**$ 80,266,253**	**$ 79,785,827**	**$ 91,343,364**	**$ 91,110,967**	**$ 95,103,830**	**$ 99,333,360**	**$ 103,054,632**

Cost Escalation Factors

Schedule 5

Expense Line Item Description	Inflation Factor	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Executive Salaries	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	0.00%
Accrual Payouts	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	0.00%
Regular Salaries & Wages	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	0.00%
Other Salaries & Wages	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	0.00%
Overtime	Special Pay/Overtime	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	0.00%
Special Pay	Special Pay/Overtime	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	0.00%
Clothing/Shoe Allowance	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	0.00%
Fica Taxes	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	0.00%
Retirement Contributions	Retirement	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	0.00%
Life/Health Insurance	Other Health Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	0.00%
Life/Health Retirees	Other Health Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	0.00%
Medical/Rx Self Insured	Medical Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	0.00%
Health Retirees 50%	Medical Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	0.00%
Health Retirees 100%	Medical Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	0.00%
Dental Insurance	Medical Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	0.00%
Vision Insurance	Medical Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	0.00%
Long Term Disability	Long Term Disability	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Worker's Compensation	Worker's Comp	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	0.00%
Unemployment Compensation	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	0.00%
Benefit Offset	Salaries	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	0.00%
Professional Services	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
Legal Expenses	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
Engineering Services	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
Employee Health Center	Employee Health Center	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	0.00%
Contract Services	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
Cost Of General Fund Svcs	Gen Fund Composite O&M	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	0.00%
Contingency	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
Travel And Per Diem	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
Communication	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
Freight & Postage Service	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
Electric/Water/Sewer	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
Rental And Leases	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
Insurance	Insurance	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	8.00%	0.00%
Repairs & Maintenance	Repair & Maintenance	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	0.00%
Repair/Maint Building	Repair & Maintenance	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	0.00%
Repair/Maint-Vehicles	Repair & Maintenance	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	0.00%
Printing & Binding	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
Promotional Activities	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
Other Charges & Oblig.	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
Document Recording Chgs	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
Office Supplies	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
Operating Supplies	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
Janitorial Supplies	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
Chemicals	Chemicals	2.46%	2.45%	2.44%	2.43%	2.43%	2.42%	2.41%	2.40%	2.39%	0.00%
Fuel Oil & Lubricants	EIA Fuels	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	3.10%	0.00%
Employee Health Center	Employee Health Center	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	0.00%
Road Materials/Supplies	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
Books/Membership/Training	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
Training	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
IT-Related Operating Exp	Default Operating	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	0.00%
Aid To Private Organizat	No Escalation	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Capital Improvement Program (CIP) **Schedule 6**

		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
	FUND 421												
1	New Ford Ranger Crew Cab 4WD XL	$ -	$ 30,512	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 30,512
2	Replacement of Vehicle #042 (Ford Transit Van)	-	45,930	-	-	-	-	-	-	-	-	-	45,930
3	New Ford F-250 Regular Cab 4WD XL	-	45,220	-	-	-	-	-	-	-	-	-	45,220
4	New Ford F-450 4-wheel Drive	-	49,097	-	-	-	-	-	-	-	-	-	49,097
5	Replacement of Vehicle #040 (Jeep Liberty)	-	28,022	-	-	-	-	-	-	-	-	-	28,022
6	Utility Extension - Lakes at Cocoa Grove	-	1,551,936	-	-	-	-	-	-	-	-	-	1,551,936
7	New Ford Transit Van T-250	-	35,216	-	-	-	-	-	-	-	-	-	35,216
8	New Sewer Lateral Inspection Camera	-	10,780	-	-	-	-	-	-	-	-	-	10,780
9	New Jet-Vac Truck	-	355,037	-	-	-	-	-	-	-	-	-	355,037
10	New Autonomous Robot Inspection Camera (2)	-	140,000	-	-	-	-	-	-	-	-	-	140,000
11	Dyal UPS Replacements	-	-	50,000	-	-	-	-	-	-	-	-	50,000
12	Dyal WTP SCADA server, OS and Server Software Upgrade	-	170,000	-	-	-	-	-	-	-	-	-	170,000
13	New 4" Thompson Pump	-	-	-	40,000	-	-	-	-	-	-	-	40,000
14	Replacement of Vehicle #010 (2015 Ford F250 Utility)	-	45,220	-	-	-	-	-	-	-	-	-	45,220
15	Well 1T, 4T, 8T, 17T and 18T Rehab	-	-	-	-	-	500,000	-	-	-	-	-	500,000
16	Replacement of Vehicle #106 (2008 Ford F450 Dump)	-	96,070	-	-	-	-	-	-	-	-	-	96,070
17	Replacement of Vehicle #108 (2003 Chevy 3500HD)	-	-	-	-	64,501	-	-	-	-	-	-	64,501
18	Replacement of Vehicle #154 (2009 Ford F450 Utility)	-	-	-	60,137	-	-	-	-	-	-	-	60,137
19	Replacement of Vehicle #180 (2009 Ford F150)	-	-	-	-	14,463	-	-	-	-	-	-	14,463
20	Replacement of Vehicle #190 (2009 Ford F150)	-	-	-	14,463	-	-	-	-	-	-	-	14,463
21	Replacement of Vehicle #192 (2014 Ford Transit)	-	-	-	-	-	25,244	-	-	-	-	-	25,244
22	Replacement of Vehicle #193 (2014 Ford Transit)	-	-	-	-	-	25,119	-	-	-	-	-	25,119
23	Replacement of Vehicle #194 (2014 Ford Transit)	-	-	-	-	-	25,583	-	-	-	-	-	25,583
24	14"/18" AC Raw Water Pipeline Upgrade and Well 17 Area Isolation Valves - Phase I Construction	-	-	2,367,024	-	-	-	-	-	-	-	-	2,367,024
25	Biosolids Improvements Project	-	-	1,732,000	-	-	-	-	-	-	-	-	1,732,000
26	Cidco Tower Recoating	-	-	420,000	-	-	-	-	-	-	-	-	420,000
27	DS56 Banana River Tank Improvements	-	-	370,000	3,962,000	-	-	-	-	-	-	-	4,332,000
28	DS60 Viera Pump Station Chlorination Improvements	-	590,000	-	-	-	-	-	-	-	-	-	590,000
29	Fiber Optic Cable from Dyal WTP to Wewahootee WTP	-	-	50,000	1,100,000	-	-	-	-	-	-	-	1,150,000
30	Groundwater Flume Coating & Repairs	-	150,000	-	-	-	-	-	-	-	-	-	150,000
31	Improvements to Groundwater Gravity Thickeners	-	-	450,000	4,050,000	-	-	-	-	-	-	-	4,500,000
32	Pineda Crossing 16" Water Main - Phase II	-	-	-	1,000,000	10,060,500	-	-	-	-	-	-	11,060,500
33	Replacement of Vehicle #107 (2008 Ford Ranger Ext. Cab)	-	-	-	24,860	-	-	-	-	-	-	-	24,860
34	Utilities Program Management	1,164,000	600,000	700,000	700,000	700,000	700,000	-	-	-	-	-	4,564,000
35	WS09 42 inch New Pipeline West of Well 7A to Dallas (Little Econ to Wewahootee)	-	-	-	9,762,786	-	-	-	-	-	-	-	9,762,786
36	WS10 Redundant Pipeline Well 19 to 20	-	-	-	116,010	1,243,990	-	-	-	-	-	-	1,360,000
37	WS11 Redundant Pipeline Well 20 to 23	-	-	-	391,582	4,198,418	-	-	-	-	-	-	4,590,000
38	WS12 Redundant Pipeline Well 23 to 24	-	-	-	-	114,427	1,225,573	-	-	-	-	-	1,340,000
39	WS22 Wellfield Security Improvements	-	-	196,164	2,103,836	-	-	-	-	-	-	-	2,300,000
40	WT46 Ozone Improvements	-	375,000	3,900,000	-	-	-	-	-	-	-	-	4,275,000
41	WT48 Clarifier #2 Recarbonation Basin and Effluent Pipe Replacement	-	-	-	-	165,764	1,784,236	-	-	-	-	-	1,950,000
42	WT78 Replacement of ASR Well #1	-	-	-	100,000	1,100,000	-	-	-	-	-	-	1,200,000
43	WT63 Replacement of Dyal Finished Water Steel GST	-	-	638,931	6,841,069	-	-	-	-	-	-	-	7,480,000
44	Replacement of Vehicle #012 (2006 Ford F150)	-	-	21,972	-	-	-	-	-	-	-	-	21,972
45	Replacement of Vehicle #073 (2010 Ford F150)	-	-	-	-	23,463	-	-	-	-	-	-	23,463
46	Replacement of Vehicle #096 (2013 Ford F150)	-	-	-	21,778	-	-	-	-	-	-	-	21,778
47	Replacement of Vehicle #002 (2005 Jeep Liberty Sport)	-	-	-	27,582	-	-	-	-	-	-	-	27,582
48	Remaining Projects from FY 2021 CIP	9,037,921	-	-	-	-	-	-	-	-	-	-	9,037,921
	FUND 422	-	-	-	-	-	-	-	-	-	-	-	-
49	WT65 - Redundant Groundwater Transfer Pipeline	-	-	143,534	1,536,467	-	-	-	-	-	-	-	1,680,001
	FUND 424	-	-	-	-	-	-	-	-	-	-	-	-
50	SCADA Network Migration	-	-	1,363,371	-	-	-	-	-	-	-	-	1,363,371
51	Drinking Water System E&IC Reliability and Automation Improvements	250,000	250,000	250,000	250,000	250,000	250,000	-	-	-	-	-	1,500,000
52	Replacement of Bleach Tanks at Wewahootee	-	200,000	-	-	-	-	-	-	-	-	-	200,000
53	WS19 Raw Water Well Rehabilitation	250,000	250,000	250,000	250,000	250,000	250,000	-	-	-	-	-	1,500,000
54	Replacement of ASR Wells R2 and R10	-	-	-	2,400,000	-	-	-	-	-	-	-	2,400,000

Capital Improvement Program (CIP) **Schedule 6**

		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Total
55	Replacement of Valve Exercising Equipment	-	67,511	-	-	-	-	-	-	-	-	-	67,511
56	New Abrasive Blast Cabinet	-	7,257	-	-	-	-	-	-	-	-	-	7,257
57	New Mobile Concrete Mixer	-	43,950	-	-	-	-	-	-	-	-	-	43,950
58	New Excavator	-	62,989	-	-	-	-	-	-	-	-	-	62,989
59	Replacement A/C 1st Floor Utilities Building	-	25,000	-	-	-	-	-	-	-	-	-	25,000
60	Replacement A/C 2nd Floor Utilities Building	-	20,000	-	-	-	-	-	-	-	-	-	20,000
61	Replacement Misc. Small A/C Units Utilities Building	-	17,500	-	-	-	-	-	-	-	-	-	17,500
62	Gravity Sewer Installation - Zone J (SOIRL)	-	4,278,922	-	-	-	-	-	-	-	-	-	4,278,922
63	Pipe Infrastructure Assessment and Replacement	2,500,000	-	2,500,000	2,000,000	2,000,000	2,000,000	-	-	-	-	-	11,000,000
64	Gravity Sewer Installation - Zone K (SOIRL)	-	4,117,398	-	-	-	-	-	-	-	-	-	4,117,398
65	Redundant Pipeline Well 11 to 42	-	-	-	-	-	359,571	-	-	-	-	-	359,571
66	Dyal CO2 Bulk Tank Replacement	-	-	90,000	950,000	-	-	-	-	-	-	-	1,040,000
67	Chemical Storage Facility Relocation	-	-	-	100,000	600,000	-	-	-	-	-	-	700,000
68	Motor & Logic Control Panel Replacement	-	-	100,000	-	-	-	-	-	-	-	-	100,000
69	Reclaimed Water High Service Pump Replacements	-	-	-	600,000	-	-	-	-	-	-	-	600,000
70	Replacement of MCCs 7 and 8	-	-	550,000	-	-	-	-	-	-	-	-	550,000
71	Replacement of Sellers Plant Generator	-	-	200,000	-	-	-	-	-	-	-	-	200,000
72	Replacement of Sellers Aeration Blowers	-	1,000,000	-	-	-	-	-	-	-	-	-	1,000,000
73	Replacement of Sellers Transfer Pumps	-	-	430,000	-	-	-	-	-	-	-	-	430,000
74	Replacement of Sellers Internal Recycle Pumps (IRP)	-	300,000	-	-	-	-	-	-	-	-	-	300,000
75	Replacement Program of Lift Station SCADA Panel RTUs	-	130,000	130,000	130,000	130,000	130,000	-	-	-	-	-	650,000
76	CIPP Rehabilitation Program	-	400,000	400,000	400,000	400,000	400,000	-	-	-	-	-	2,000,000
77	63-00	-	275,000	200,000	-	-	-	-	-	-	-	-	475,000
78	Prior Year Bond Project Carryforward	35,741,874	-	-	-	-	-	-	-	-	-	-	35,741,874
79	Unspecified Vehicle Replacement	-	-	-	-	-	-	500,000	500,000	500,000	500,000	500,000	2,500,000
80	Unspecified Future Projects	-	-	-	-	-	-	20,000,000	20,000,000	20,000,000	20,000,000	20,000,000	100,000,000
81	AMI Meter Installation	-	-	-	-	-	-	10,000,000	10,000,000	-	-	-	20,000,000
82	**Total CIP Budget (in current dollars)**	**$ 48,943,795**	**$ 15,763,567**	**$ 17,502,996**	**$ 38,932,570**	**$ 21,315,526**	**$ 7,675,326**	**$ 30,500,000**	**$ 30,500,000**	**$ 20,500,000**	**$ 20,500,000**	**$ 20,500,000**	**$ 272,633,780**
83	Cumulative Projected Cost Escalation[1]	0.0%	0.0%	3.0%	6.1%	9.3%	12.6%	15.9%	19.4%	23.0%	26.7%	30.5%	
84	**Resulting CIP Funding Level**	**$ 48,943,795**	**$ 15,763,567**	**$ 18,028,086**	**$ 41,303,564**	**$ 23,292,051**	**$ 8,638,647**	**$ 35,357,859**	**$ 36,418,595**	**$ 25,212,414**	**$ 25,968,787**	**$ 26,747,850**	**$ 305,675,215**
85	Annual CIP Execution Percentage	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
86	**Final CIP Funding Level**	**$ 48,943,795**	**$ 15,763,567**	**$ 18,028,086**	**$ 41,303,564**	**$ 23,292,051**	**$ 8,638,647**	**$ 35,357,859**	**$ 36,418,595**	**$ 25,212,414**	**$ 25,968,787**	**$ 26,747,850**	**$ 305,675,215**

[1] CIP Escalation factors are consistent with the Engineering News Record Construction Cost Index.

FAMS - Control Panel **Schedule 7**

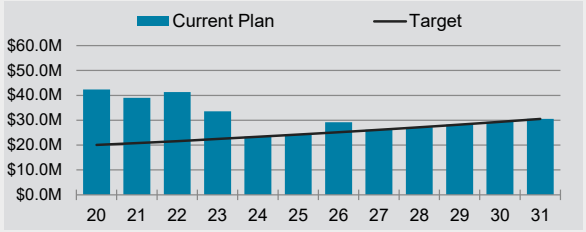
FAMS | CITY OF COCOA, FL - WATER AND SEWER

Financial Analysis & Management System | By Stantec

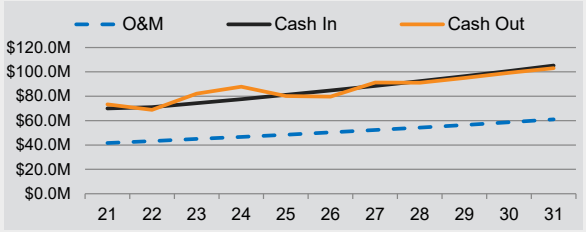
Stantec

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2026 Cumulative	FY 2031 Cumulative
Water Rate Plan	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	21.68%	47.99%
Sewer Rate Plan	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%		4.00%	4.00%	4.00%	21.68%	47.99%
Reuse Rate Plan	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%		
Senior-Lien DSC	2.64	2.74	2.95	2.63	2.78	3.05	2.92	2.88	3.04	2.99	3.31	Scenario Manager	
Total Single Family Bill	$74.99	$78.01	$81.13	$84.38	$87.73	$91.25	$94.91	$98.68	$102.63	$106.73	$110.98		

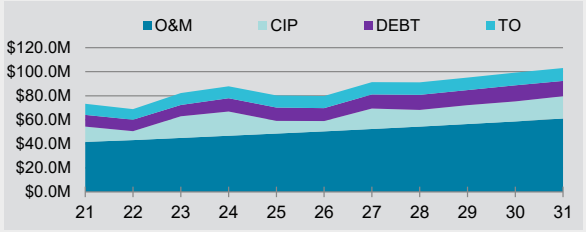
Operating Fund



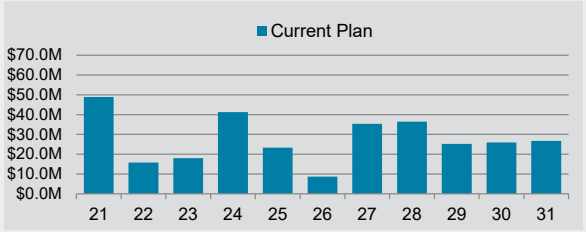
Revenues vs. Expenses



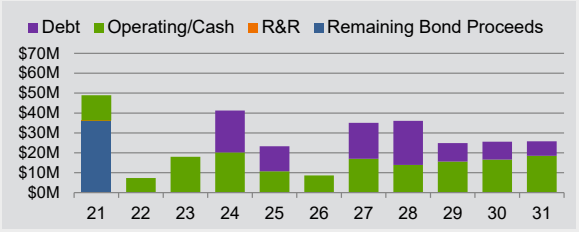
Expenses by Type



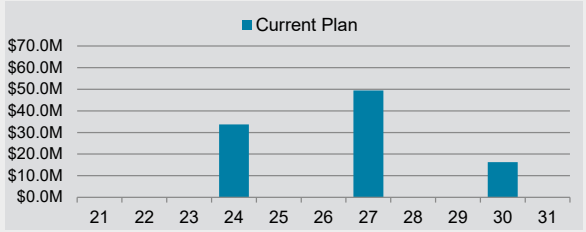
CIP Spending



CIP Funding



Borrowing



Pro Forma **Schedule 8**

			FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
	Operating Revenue												
1	Water, Sewer And Reuse Rate Revenue		$ 61,776,734	$ 61,776,734	$ 64,597,688	$ 67,542,042	$ 70,615,062	$ 73,822,234	$ 77,169,276	$ 80,662,143	$ 84,307,044	$ 88,110,447	$ 92,079,090
2	Change in Revenue From Growth		-	408,723	421,967	435,652	449,793	464,407	479,510	495,117	511,248	527,919	545,150
3	Subtotal		$ 61,776,734	$ 62,185,456	$ 65,019,654	$ 67,977,694	$ 71,064,856	$ 74,286,642	$ 77,648,785	$ 81,157,260	$ 84,818,292	$ 88,638,366	$ 92,624,241
4	*Weighted Average Rate Increase*		*0.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*	*4.00%*
5	Additional Rate Revenue From Rate Increase		-	2,487,418	2,600,786	2,719,108	2,842,594	2,971,466	3,105,951	3,246,290	3,392,732	3,545,535	3,704,970
6	Price Elasticity Adjustment		-	(75,187)	(78,398)	(81,739)	(85,216)	(88,832)	(92,594)	(96,507)	(100,577)	(104,810)	(109,213)
7	Total Rate Revenue		$ 61,776,734	$ 64,597,688	$ 67,542,042	$ 70,615,062	$ 73,822,234	$ 77,169,276	$ 80,662,143	$ 84,307,044	$ 88,110,447	$ 92,079,090	$ 96,219,997
8	Plus: Other Operating Revenue		4,400,294	4,536,064	4,732,670	4,938,050	5,152,610	5,376,774	5,610,989	5,855,721	6,111,460	6,378,719	6,658,036
9	**Equals: Total Operating Revenue**		**$ 66,177,028**	**$ 69,133,751**	**$ 72,274,712**	**$ 75,553,112**	**$ 78,974,844**	**$ 82,546,050**	**$ 86,273,132**	**$ 90,162,765**	**$ 94,221,907**	**$ 98,457,809**	**$ 102,878,033**
	Less: Operating Expenses												
10	Personal Services		$ (16,365,383)	$ (18,627,459)	$ (19,372,731)	$ (20,154,984)	$ (20,976,451)	$ (21,839,519)	$ (22,746,739)	$ (23,700,842)	$ (24,704,749)	$ (25,761,587)	$ (26,874,703)
11	Variable Operations & Maintenance Costs		(6,585,764)	(6,966,971)	(7,239,668)	(7,526,693)	(7,805,313)	(8,096,728)	(8,401,657)	(8,720,867)	(9,055,175)	(9,405,451)	(9,772,625)
12	Operations & Maintenance Costs		(18,673,522)	(17,561,621)	(18,340,226)	(19,024,720)	(19,705,798)	(20,412,632)	(21,147,530)	(21,911,745)	(22,706,601)	(23,533,442)	(24,393,720)
13	**Equals: Net Operating Income**		**$ 24,552,359**	**$ 25,977,700**	**$ 27,322,087**	**$ 28,846,716**	**$ 30,487,282**	**$ 32,197,171**	**$ 33,977,206**	**$ 35,829,310**	**$ 37,755,381**	**$ 39,757,329**	**$ 41,836,985**
	Plus: Non-Operating Income/(Expense)												
14	Non-Operating Revenue		$ 22,330	$ 12,950	$ 3,180	$ 3,371	$ 3,573	$ 3,787	$ 4,015	$ 4,256	$ 4,511	$ 4,782	$ 5,068
15	Interest Income		130,734	128,772	243,849	198,912	263,444	285,400	390,055	379,847	390,274	401,191	412,628
16	Water Impact Fees		3,569,486	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000
17	Sewer Impact Fees		128,571	123,709	137,435	151,249	164,974	164,974	164,974	164,974	164,974	164,974	164,974
18	Transfers In		-	-	-	-	-	-	-	-	-	-	-
19	**Equals: Net Income**		**$ 28,403,480**	**$ 27,993,132**	**$ 29,456,551**	**$ 30,950,248**	**$ 32,669,274**	**$ 34,401,333**	**$ 36,286,250**	**$ 38,128,388**	**$ 40,065,141**	**$ 42,078,277**	**$ 44,169,656**
	Less: Revenues Excluded From Coverage Test												
20	Impact Fees		$ (3,698,057)	$ (1,873,709)	$ (1,887,435)	$ (1,901,249)	$ (1,914,974)	$ (1,914,974)	$ (1,914,974)	$ (1,914,974)	$ (1,914,974)	$ (1,914,974)	$ (1,914,974)
21	**Equals: Net Income Available For Debt Service**		**$ 24,705,423**	**$ 26,119,423**	**$ 27,569,117**	**$ 29,048,999**	**$ 30,754,299**	**$ 32,486,359**	**$ 34,371,275**	**$ 36,213,413**	**$ 38,150,166**	**$ 40,163,302**	**$ 42,254,681**
	Senior Lien Debt Service Coverage Test												
22	Net Income Available for Senior-Lien Debt Service		**$ 24,705,423**	**$ 26,119,423**	**$ 27,569,117**	**$ 29,048,999**	**$ 30,754,299**	**$ 32,486,359**	**$ 34,371,275**	**$ 36,213,413**	**$ 38,150,166**	**$ 40,163,302**	**$ 42,254,681**
23	Existing Senior-Lien Debt		9,357,852	9,535,205	9,358,915	9,210,284	8,657,996	8,266,708	6,672,673	6,639,051	6,616,666	6,640,368	5,681,844
24	Cumulative New Senior Lien Debt Service (calculated)		-	-	-	1,843,589	2,398,562	2,398,562	5,100,870	5,914,342	5,914,342	6,802,264	7,069,553
25	**Total Annual Senior-Lien Debt Service**	**Tar. 2.00**	**$ 9,357,852**	**$ 9,535,205**	**$ 9,358,915**	**$ 11,053,873**	**$ 11,056,558**	**$ 10,665,270**	**$ 11,773,543**	**$ 12,553,393**	**$ 12,531,008**	**$ 13,442,632**	**$ 12,751,397**
26	*Calculated Senior-Lien Debt Service Coverage*		**2.64**	**2.74**	**2.95**	**2.63**	**2.78**	**3.05**	**2.92**	**2.88**	**3.04**	**2.99**	**3.31**
	Subordinate Debt Service Coverage Test												
27	Net Income Available for Subordinate Debt Service		**$ 15,347,571**	**$ 16,584,218**	**$ 18,210,202**	**$ 17,995,126**	**$ 19,697,741**	**$ 21,821,088**	**$ 22,597,732**	**$ 23,660,020**	**$ 25,619,158**	**$ 26,720,671**	**$ 29,503,284**
28	Existing Subordinate Debt		427,504	-	-	-	-	-	-	-	-	-	-
29	Cumulative New Subordinate Debt Service (calculated)		-	-	-	-	-	-	-	-	-	-	-
30	**Total Annual Subordinate Debt Service**	**Req.**	**$ 427,504**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
31	*Calculated Subordinate Debt Service Coverage*	**1.20**	**35.90**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
	Total All-In Debt Service Coverage Test												
32	Net Income Available for Subordinate Debt Service		**$ 24,705,423**	**$ 26,119,423**	**$ 27,569,117**	**$ 29,048,999**	**$ 30,754,299**	**$ 32,486,359**	**$ 34,371,275**	**$ 36,213,413**	**$ 38,150,166**	**$ 40,163,302**	**$ 42,254,681**
33	Total Senior-Lien Debt Service		9,357,852	9,535,205	9,358,915	11,053,873	11,056,558	10,665,270	11,773,543	12,553,393	12,531,008	13,442,632	12,751,397
34	Total Subordinate Debt Service		427,504	-	-	-	-	-	-	-	-	-	-
35	**Total Annual Debt Service**		**$ 9,785,356**	**$ 9,535,205**	**$ 9,358,915**	**$ 11,053,873**	**$ 11,056,558**	**$ 10,665,270**	**$ 11,773,543**	**$ 12,553,393**	**$ 12,531,008**	**$ 13,442,632**	**$ 12,751,397**
36	*Calculated All-In Debt Service Coverage*		**2.52**	**2.74**	**2.95**	**2.63**	**2.78**	**3.05**	**2.92**	**2.88**	**3.04**	**2.99**	**3.31**
	Cash Flow Test												
37	Net Income Available For Debt Service		$ 24,705,423	$ 26,119,423	$ 27,569,117	$ 29,048,999	$ 30,754,299	$ 32,486,359	$ 34,371,275	$ 36,213,413	$ 38,150,166	$ 40,163,302	$ 42,254,681
38	Less: Non-Operating Expenditures												
39	Other Below the Line Expenses		(1,200)	(1,200)	(1,200)	(1,200)	(1,200)	(1,200)	(1,200)	(1,200)	(1,200)	(1,200)	(1,200)
40	Net Interfund Transfers (In - Out)		(9,277,151)	(8,796,679)	(9,839,325)	(9,930,803)	(10,029,237)	(10,131,830)	(10,238,632)	(10,349,759)	(10,465,323)	(10,585,440)	(10,710,219)
41	Net Debt Service Payment[1]		(6,087,299)	(7,661,496)	(7,471,480)	(9,152,625)	(9,141,584)	(8,750,296)	(10,157,584)	(10,970,530)	(10,977,334)	(11,856,076)	(11,822,211)
42	**Net Cash Flow**		**$ 9,339,773**	**$ 9,660,048**	**$ 10,257,111**	**$ 9,964,371**	**$ 11,582,278**	**$ 13,603,032**	**$ 13,973,859**	**$ 14,891,925**	**$ 16,706,310**	**$ 17,720,587**	**$ 19,721,052**
	Unrestricted Reserve Fund Test												
43	Balance At Beginning Of Fiscal Year		$ 42,333,701	$ 39,035,134	$ 41,327,935	$ 33,556,960	$ 23,353,198	$ 24,243,781	$ 29,208,166	$ 26,147,963	$ 27,166,727	$ 28,233,263	$ 29,350,240
44	Cash Flow Surplus/(Deficit)		9,339,773	9,660,048	10,257,111	9,964,371	11,582,278	13,603,032	13,973,859	14,891,925	16,706,310	17,720,587	19,721,052
45	Projects Designated To Be Paid With Cash		-	(940,274)	(74,131)	(173,945)	(111,925)	(648,232)	(579,637)	(597,026)	(614,937)	(633,385)	(652,387)
46	Cash Funded Projects: From Operating Revenues to the R&R Fund[2]		(12,638,341)	(6,426,973)	(17,953,955)	(19,994,188)	(10,579,771)	(7,990,415)	(16,454,425)	(13,276,134)	(15,024,838)	(15,970,224)	(17,898,381)
47	**Balance At End Of Fiscal Year**		**$ 39,035,134**	**$ 41,327,935**	**$ 33,556,960**	**$ 23,353,198**	**$ 24,243,781**	**$ 29,208,166**	**$ 26,147,963**	**$ 27,166,727**	**$ 28,233,263**	**$ 29,350,240**	**$ 30,520,524**
48	Minimum Working Capital Reserve Target		20,812,334	21,578,025	22,476,312	23,353,198	24,243,781	25,174,440	26,147,963	27,166,727	28,233,263	29,350,240	30,520,524
49	**Excess/(Deficiency) Of Working Capital To Target**		**$ 18,222,800**	**$ 19,749,909**	**$ 11,080,648**	**$ -**	**$ -**	**$ 4,033,727**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

[1] Total debt service less debt service funded by impact fees.

[2] The City's FY 2022 Proposed Budget includes a transfer from operating revenues to the R&R Fund for cash-funded projects.

Capital Project Funding Summary

Schedule 9

Final Capital Projects Funding Sources	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Water Impact Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ 299,016	$ 332,111	$ 361,300	$ 328,419	$ 985,788
Remaining Bond Proceeds	35,741,874	-	-	-	-	-	-	-	-	-	-
Existing R&R Funds	563,580	-	-	-	-	-	-	-	-	-	-
Grant Proceeds	-	8,396,320	-	-	-	-	-	-	-	-	-
Future Senior-Lien Debt Proceeds	-	-	-	21,135,430	12,600,356	-	18,024,781	22,213,323	9,211,339	9,036,759	7,211,295
R&R/Cash Funded (PAYGO) - Funded from Operations	12,638,341	7,367,247	18,028,086	20,168,133	10,691,695	8,638,647	17,034,062	13,873,161	15,639,775	16,603,609	18,550,768
Total Projects Funded	**$48,943,795**	**$15,763,567**	**$18,028,086**	**$41,303,564**	**$23,292,051**	**$8,638,647**	**$35,357,859**	**$36,418,595**	**$25,212,414**	**$25,968,787**	**$ 26,747,850**

Funding Summary by Fund **Schedule 10**

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Water Impact Fees											
Balance At Beginning Of Fiscal Year	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Revenues	3,569,486	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000
Less: Payment Of Debt Service	(3,569,486)	(1,750,000)	(1,750,000)	(1,750,000)	(1,750,000)	(1,750,000)	(1,450,984)	(1,417,889)	(1,388,700)	(1,421,581)	(764,212)
Total Amount Available For Projects	$ -	$ -	$ -	$ -	$ -	$ -	$ 299,016	$ 332,111	$ 361,300	$ 328,419	$ 985,788
Amount Paid For Projects	-	-	-	-	-	-	(299,016)	(332,111)	(361,300)	(328,419)	(985,788)
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Add Back: Restricted Funds	-	-	-	-	-	-	-		-	-	-
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Sewer Impact Fees											
Balance At Beginning Of Fiscal Year	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Revenues	128,571	123,709	137,435	151,249	164,974	164,974	164,974	164,974	164,974	164,974	164,974
Less: Payment Of Debt Service	(128,571)	(123,709)	(137,435)	(151,249)	(164,974)	(164,974)	(164,974)	(164,974)	(164,974)	(164,974)	(164,974)
Total Amount Available For Projects	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Amount Paid For Projects	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Plus: Interest Earnings	-	-	-	-	-	-	-	-	-	-	-
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Remaining Bond Proceeds											
Balance At Beginning Of Fiscal Year	$ 35,741,874	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Amount Available For Projects	$ 35,741,874	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Amount Paid For Projects	(35,741,874)	-	-	-	-	-	-	-	-	-	-
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Plus: Interest Earnings	-	-	-	-	-	-	-	-	-	-	-
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Renewal & Replacement											
Balance At Beginning Of Fiscal Year	$ 3,313,580	$ 2,750,000	$ 2,750,000	$ 2,750,000	$ 2,750,000	$ 2,750,000	$ 2,750,000	$ 2,750,000	$ 2,750,000	$ 2,750,000	$ 2,750,000
Transfer from Revenue Fund for Capital Projects	-	6,426,973	17,953,955	19,994,188	10,579,771	7,990,415	16,454,425	13,276,134	15,024,838	15,970,224	17,898,381
Subtotal	$ 3,313,580	$ 9,176,973	$ 20,703,955	$ 22,744,188	$ 13,329,771	$ 10,740,415	$ 19,204,425	$ 16,026,134	$ 17,774,838	$ 18,720,224	$ 20,648,381
Less: Restricted Funds - Bond Covenant[1]	(2,750,000)	(2,750,000)	(2,750,000)	(2,750,000)	(2,750,000)	(2,750,000)	(2,750,000)	(2,750,000)	(2,750,000)	(2,750,000)	(2,750,000)
Total Amount Available For Projects	$ 563,580	$ 6,426,973	$ 17,953,955	$ 19,994,188	$ 10,579,771	$ 7,990,415	$ 16,454,425	$ 13,276,134	$ 15,024,838	$ 15,970,224	$ 17,898,381
Amount Paid For Projects	(563,580)	(6,426,973)	(17,953,955)	(19,994,188)	(10,579,771)	(7,990,415)	(16,454,425)	(13,276,134)	(15,024,838)	(15,970,224)	(17,898,381)
Subtotal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Add Back: Restricted Funds	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000
Plus: Interest Earnings	7,579	6,875	13,750	13,750	20,625	20,625	27,500	27,500	27,500	27,500	27,500
Less: Interest Allocated To Cash Flow	(7,579)	(6,875)	(13,750)	(13,750)	(20,625)	(20,625)	(27,500)	(27,500)	(27,500)	(27,500)	(27,500)
Balance At End Of Fiscal Year	**$ 2,750,000**	**$ 2,750,000**	**$ 2,750,000**	**$ 2,750,000**	**$ 2,750,000**	**$ 2,750,000**	**$ 2,750,000**	**$ 2,750,000**	**$ 2,750,000**	**$ 2,750,000**	**$ 2,750,000**

Funding Summary by Fund **Schedule 10**

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Restricted Capital Projects Fund											
Balance At Beginning Of Fiscal Year	$ 8,577,390	$ 8,577,390	$ 8,577,390	$ 8,577,390	$ 8,577,390	$ 8,577,390	$ 8,577,390	$ 8,577,390	$ 8,577,390	$ 8,577,390	$ 8,577,390
Less: Restricted Funds - For Specific Expansion Projects[2]	(7,155,462)	(7,155,462)	(7,155,462)	(7,155,462)	(7,155,462)	(7,155,462)	(7,155,462)	(7,155,462)	(7,155,462)	(7,155,462)	(7,155,462)
Total Amount Available For Projects	$ 1,421,928	$ 1,421,928	$ 1,421,928	$ 1,421,928	$ 1,421,928	$ 1,421,928	$ 1,421,928	$ 1,421,928	$ 1,421,928	$ 1,421,928	$ 1,421,928
Amount Paid For Projects	-	-	-	-	-	-	-	-	-	-	-
Subtotal	$ 1,421,928	$ 1,421,928	$ 1,421,928	$ 1,421,928	$ 1,421,928	$ 1,421,928	$ 1,421,928	$ 1,421,928	$ 1,421,928	$ 1,421,928	$ 1,421,928
Add Back: Restricted Funds	7,155,462	7,155,462	7,155,462	7,155,462	7,155,462	7,155,462	7,155,462	7,155,462	7,155,462	7,155,462	7,155,462
Plus: Interest Earnings	21,443	21,443	42,887	42,887	64,330	64,330	85,774	85,774	85,774	85,774	85,774
Less: Interest Allocated To Cash Flow	(21,443)	(21,443)	(42,887)	(42,887)	(64,330)	(64,330)	(85,774)	(85,774)	(85,774)	(85,774)	(85,774)
Balance At End Of Fiscal Year	**$ 8,577,390**	**$ 8,577,390**	**$ 8,577,390**	**$ 8,577,390**	**$ 8,577,390**	**$ 8,577,390**	**$ 8,577,390**	**$ 8,577,390**	**$ 8,577,390**	**$ 8,577,390**	**$ 8,577,390**
	-	-	-	-	-	-	-	-	-	-	-
Revenue Fund											
Balance At Beginning Of Fiscal Year	$ 42,333,701	$ 39,035,134	$ 41,327,935	$ 33,556,960	$ 23,353,198	$ 24,243,781	$ 29,208,166	$ 26,147,963	$ 27,166,727	$ 28,233,263	$ 29,350,240
Net Cash Flow	9,339,773	9,660,048	10,257,111	9,964,371	11,582,278	13,603,032	13,973,859	14,891,925	16,706,310	17,720,587	19,721,052
Less: Cash-Funded Capital Projects	-	(940,274)	(74,131)	(173,945)	(111,925)	(648,232)	(579,637)	(597,026)	(614,937)	(633,385)	(652,387)
Subtotal	$ 51,673,475	$ 47,754,908	$ 51,510,915	$ 43,347,386	$ 34,823,552	$ 37,198,581	$ 42,602,388	$ 40,442,862	$ 43,258,100	$ 45,320,464	$ 48,418,905
Less: Restricted Funds - 6-Month Target Operating Reserve	(20,812,334)	(21,578,025)	(22,476,312)	(23,353,198)	(24,243,781)	(25,174,440)	(26,147,963)	(27,166,727)	(28,233,263)	(29,350,240)	(30,520,524)
Total Amount Available For Projects	$ 30,861,140	$ 26,176,882	$ 29,034,602	$ 19,994,188	$ 10,579,771	$ 12,024,142	$ 16,454,425	$ 13,276,134	$ 15,024,838	$ 15,970,224	$ 17,898,381
Amount Paid For Projects	(12,638,341)	-	-	-	-	-	-	-	-	-	-
Amount Transferred to R&R For Cash Funded Projects	-	(6,426,973)	(17,953,955)	(19,994,188)	(10,579,771)	(7,990,415)	(16,454,425)	(13,276,134)	(15,024,838)	(15,970,224)	(17,898,381)
Subtotal	$ 18,222,800	$ 19,749,909	$ 11,080,648	$ -	$ -	$ 4,033,727	$ -	$ -	$ -	$ -	$ -
Add Back: Restricted Funds	20,812,334	21,578,025	22,476,312	23,353,198	24,243,781	25,174,440	26,147,963	27,166,727	28,233,263	29,350,240	30,520,524
Plus: Interest Earnings	101,711	100,454	187,212	142,275	178,489	200,445	276,781	266,573	277,000	287,918	299,354
Less: Interest Allocated To Cash Flow	(101,711)	(100,454)	(187,212)	(142,275)	(178,489)	(200,445)	(276,781)	(266,573)	(277,000)	(287,918)	(299,354)
Balance At End Of Fiscal Year	**$ 39,035,134**	**$ 41,327,935**	**$ 33,556,960**	**$ 23,353,198**	**$ 24,243,781**	**$ 29,208,166**	**$ 26,147,963**	**$ 27,166,727**	**$ 28,233,263**	**$ 29,350,240**	**$ 30,520,524**
Debt Service Reserve[3]											
Balance At Beginning Of Fiscal Year	$ 1,906,548	$ 1,911,315	$ 1,916,093	$ 1,925,674	$ 4,339,861	$ 4,372,410	$ 4,405,203	$ 7,982,613	$ 8,062,439	$ 8,143,064	$ 9,385,482
Additional Funds:	-	-	-	-	-	-	-	-	-	-	-
Debt Service Reserve On New Debt	-	-	-	2,398,562	-	-	3,515,779	-	-	1,155,212	-
Subtotal	$ 1,906,548	$ 1,911,315	$ 1,916,093	$ 4,324,236	$ 4,339,861	$ 4,372,410	$ 7,920,982	$ 7,982,613	$ 8,062,439	$ 9,298,275	$ 9,385,482
Plus: Interest Earnings	4,766	4,778	9,580	15,625	32,549	32,793	61,631	79,826	80,624	87,207	93,855
Less: Interest Allocated To Cash Flow	-	-	-	-	-	-	-	-	-	-	-
Balance At End Of Fiscal Year	**$ 1,911,315**	**$ 1,916,093**	**$ 1,925,674**	**$ 4,339,861**	**$ 4,372,410**	**$ 4,405,203**	**$ 7,982,613**	**$ 8,062,439**	**$ 8,143,064**	**$ 9,385,482**	**$ 9,479,337**

[1] The City's Bond Covenant requires a minimum balance of $2.75 million in the R&R Fund.
[2] Restricted for projects in specific service areas: South Mainland, Viera, and Off-site Improvements.
[3] Includes bond sinking funds and required funds restricted for debt reserve.

Senior Lien Borrowing Projections

Schedule 11

			FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Term (Years)			30	30	30	30	30	30	30	30	30	30	30
Interest Rate			3.50%	4.00%	4.50%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%
Sources of Funds													
Par Amount			$ -	$ -	$ -	$ 36,871,784	$ -	$ -	$ 54,046,146	$ -	$ -	$ 17,758,434	$ -
Uses of Funds													
Proceeds			$ -	$ -	$ -	$ 33,735,786	$ -	$ -	$ 49,449,444	$ -	$ -	$ 16,248,054	$ -
Cost of Issuance	2.00%	of Par	-	-	-	737,436	-	-	1,080,923	-	-	355,169	-
Debt Service Reserve	1	Year(s) of Debt Service	-	-	-	2,398,562	-	-	3,515,779	-	-	1,155,212	-
Total Uses			$ -	$ -	$ -	$ 36,871,784	$ -	$ -	$ 54,046,146	$ -	$ -	$ 17,758,434	$ -
1 Year Interest			-	-	-	1,843,589	-	-	2,702,307	-	-	887,922	-
Annual Debt Service			$ -	$ -	$ -	$ 2,398,562	$ -	$ -	$ 3,515,779	$ -	$ -	$ 1,155,212	$ -
Total Debt Service			-	-	-	71,956,874	-	-	105,473,381	-	-	34,656,348	-
Cumulative New Annual Senior Lien Debt Service[1]			**$ -**	**$ -**	**$ -**	**$ 1,843,589**	**$ 2,398,562**	**$ 2,398,562**	**$ 5,100,870**	**$ 5,914,342**	**$ 5,914,342**	**$ 6,802,264**	**$ 7,069,553**

[1]Reflects interest-only payment due in year of issuance.

RESOLUTION NO. 2021-086

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA UTILITY HANDBOOK TO REVISE POLICIES AND PROCEDURES RELATED TO THE CITY'S UTILITIES SYSTEM; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 10, 1994, the City Council of the City of Cocoa adopted a Utility Handbook for the purpose of adopting administrative and operating procedures and rates, fees, and charges for the City's utility system; and

WHEREAS, the policies and procedures contained in the Utility Handbook need to be updated periodically to reflect current practice or to clarify the policies and procedures by rewriting the text; and

WHEREAS, the City Council deems it to be in the best interests of the public health, safety and welfare and betterment of the City's water facilities and customers to revise the Utility Handbook.

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

SECTION 1. The Utility Handbook is hereby amended as set forth in **Exhibit A** which is attached hereto and incorporated herein by this reference. (Underline type are additions and ~~Strikeout~~ type are deletions from the previous version of the Utilities Handbook).

The rate schedules attached to the Handbook were adopted by Resolution 2021-016 and are subject to automatic annual increases as stated in the Resolution, and such schedules are not being amended by this Resolution.

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

SECTION 3. This resolution shall become effective October 1, 2021, adopted 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 14th day of September, 2021.

_____

Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Utilities Handbook

Adopted by the City of Cocoa Council

Updated as of ~~3/9/21~~ September 14, 2021

Policy #1000 Rev. ~~3~~4

City of Cocoa
65 Stone St.
Cocoa, FL 32922
Phone 321-433-8400 | Fax 321-433-8408
customerservice@cocoafl.org

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Introduction

The policies and procedures contained in this document are intended to define the relationship between the account holder of utility services including water (potable and reclaimed), wastewater, and solid waste collection and the City of Cocoa. These policies are, by notification of and availability to all customers, made part of the contract for service entered into by the account holder. By contracting for service, the account holder acknowledges the applicability of these policies and procedures listed in this document as well as those either expressly written or not written in the City of Cocoa Utility Service Policies and Procedures Handbook and the City of Cocoa Utilities Technical Provisions and Standard Details and agrees to abide by them.

The policies and procedures included in this handbook were adopted by the Cocoa City Council at their regular meeting held on August 14, 2019.

Section 1 – City of Cocoa Municipal Utilities

A. Establishment

The City of Cocoa (City) owns and operates water and wastewater utilities in accordance with applicable State and Federal regulatory requirements and under permits issued by the State of Florida. These policies, as amended periodically, are adopted by the Cocoa City Council to govern the relationship between the City and its utility customers. Operational authority of the Utilities Department (Department) rests with the City Manager while the City Council retains governing authority of the utilities. The terms Department and City may be used interchangeably in this document.

B. Authority

The enactment of standard utility policies requires the approval of the City Council. As fee schedules, rates and other specific policies are updated, it will be the responsibility of the City Manager or their designees to ensure this policy and procedures manual is revised in accordance with City Council action. The City Manager is authorized as the hearing or grievance officer for customers.

Prior to an item appearing before the City Council, all grievances should be heard by and submitted through the appeal process to the Deputy Finance Director/Finance Director and/or Utilities Director for review and recommendation to the City Manager for possible resolution and final authority.

C. Office and Service Hours

City Hall is located at 65 Stone St. and is open from 8 a.m. to 4:30 p.m. Monday through Friday except for municipal holidays. Service work for unusual conditions may be arranged at other times upon customer request and may require an additional fee.

A 24-hour drop box is available for customer's convenience on the south side of City Hall. Payment made at the drop box after 8:00 a.m. are posted the next business day.

Emergency restoration work is performed 24 hours a day, seven days a week. Customer may call the City at 321-433-8400 for emergency service. Reconnection due to disconnection of service for nonpayment is not considered an emergency. Dispatch for reconnection of services that were disconnected due to nonpayment, or similar instances, will result in additional fees being assessed to the account holder.

D. Scope & Intent

The intent of these policies is to provide the customer, and the employees of the City a helpful guide which uniform procedures for providing utility service. This policy is not meant to be all–inclusive but offers direction and guidance. The City desires to treat its citizens and rate payers in a fair and nondiscriminatory manner, while recognizing that each customer has distinct needs and requirements.

These policies and procedures have been established as guidelines for the day-to-day operations of the City of Cocoa Public Utilities. These are intended to be used and referred to by the City Council and any employees or agents of the City for determining actions and procedures to be followed with respect to city utilities.

These policies and procedures may be periodically revised through recommendation by the City Manager and with approval of the City Council. City of Cocoa utility services are regulated by the City of Cocoa Code of Ordinances, general utility law, and Florida State Statutes. Policies adopted and amended by the City Council are available on file with the City Clerk.

Employees of the City have been empowered and trained to use these policies to deliver high quality service to customers. Employees are expected to deal with each situation with empathy and understanding, listening carefully to the needs and requirements of individual customer. Ultimately, the City Manager is the final authority on these policies. However, every customer has the right to appeal any decision before the City Council. See section *Customer Rights Prior to Discontinuance of Services* for details.

These policies are not meant as a substitute for personal initiative on the part of the employees but are meant to serve as a guide for reasonable response to customer needs while meeting the requirements of good business practices on the part of the City.

E. Application of Policies

These policies apply to every customer and/or applicant for utility service and may be revised, amended, supplemented, or otherwise changed periodically by action of the City Council.

F. Customer Request for Policies

~~A summary of this a few of the policies in this handbook, Utility Service Request Terms & Conditions Addendum, is to be available, or offered to, all applicants for service~~. Customers may obtain a full copy of the City of Cocoa Utility Service Policies and Procedures Handbook from City Hall, City Clerk's Office, in accordance with public records dissemination Florida Statute Chapter 119, or on the City's website. Customer may also request a verbal explanation of policies and are encouraged to seek answers to any questions by contacting City Hall, Utility Customer Service.

G. Utility Bill Messages and Inserts

Utility bill messages and inserts shall be reserved for utility rate or water quality related information. On occasion the City Manager or his/her designee may approve unrelated messages or inserts on a case by case basis. Messages will be scheduled in order of priority and request. Any water or sewer utility increase of rates, charges, or fees shall provide notice of the proposed increase to each customer of the utility through the utility billing process, per Florida Statute Chapter 180.136.

Section 2 – Extension of Utility Systems

A. Utility Service

Requirements - A customer desiring service that requires a main extension shall follow the Utility Extension Procedure contained in this Article. The water meter must be set along the frontage of the property being served. This includes flag lots and ingress/egress easements. Existence of a private utility easement across adjacent properties does not eliminate the requirement for a water main extension across the frontage of the property. The water meter must remain with the property for which it is originally set. It must not be relocated or transferred to another property.

Water main extensions must be completed in accordance with the Utility Extension Policy and accepted by the Utilities Department and cleared by the Florida Department of Environmental Protection (FDEP) prior to furnishing utility service. Main extensions may be required to eliminate service line crossings at major roads or to eliminate services connected to water transmission mains. Water mains and reclaimed water mains must extend across the entire frontage of all properties to be serviced and across all vehicle entrance ways of new subdivisions. Off-site interconnections or tie-ins may be required, as deemed necessary by the Engineering Division, to ensure system integrity and eliminate dead-end systems and are the sole expense of the requesting party.

Sewer mains must be extended, at the greatest depth possible, up to the nearest lot line or across all entrance drives or streets. In areas where no gravity sewer exists, the customer may be required to install a sewage pump station that meets the City's specifications. Construction costs due to pumping capacity and manhole/wet well depths greater than customer requirements may be offset by the City. Location, depth, and capacity of the pump station must be approved by the Utilities Department. If a pump station is to be publicly owned, the pump station sites are to be deeded to the City and should be 50 feet by 50 feet in size unless otherwise approved by the Engineering Division. Privately operated sewage pump stations may be permitted if operation and maintenance are provided by the owner.

Costs - Main extensions are at the expense of those desiring service. The customer shall engage private engineering and construction contractor services at his/her own expense. All plans and specifications are subject to the City's approval. The City reserves the right to over-size or to require minimum sizes for any main extension or utility installation.

Policy Exceptions - Special cases that do not conform to normal conditions to which these policies apply may be appealed to the City Manager. The City Manager, or a designee, may grant exceptions to the policies to provide relief in cases where extenuating circumstances justify such action. Exceptions are granted only on a case-by-case basis and are not to be considered a change of policy or as setting a precedent.

Conformance with Technical Provisions - All utility system installations and extensions must be constructed in conformance with the latest revision of the *Technical Provisions* and Standard Detail Drawings in effect at the time plans were approved by the City. If over six months has elapsed since the plans were approved by the City, all installations must conform to the revision of the *Technical Provisions* and Standard Detail Drawings in effect as of the date of the pre-construction conference. The materials and installation as described in the *Technical Provisions* and Standard Detail Drawings take precedence over the engineer's plans unless approved in writing by the Engineering Division. The *Technical Provisions*, Standard Detail Drawings, and a schedule of rates, fees, and charges are available at the Engineering Division located at 351 Shearer Boulevard, Cocoa, Florida.

The constructed facilities are subject to inspections by City representatives for compliance with the City's *Technical Provisions*, Standard Detail Drawings, plans, and specifications. Ample notice and opportunity for inspection of new facilities, pipe, fittings, connections, and thrust blocks must be provided by the contractor. All required testing must be performed by the contractor in the presence of a City representative.

B. Utility Extension Policy & Procedure

Utility Extension Policy - The City will accept for operation and maintenance utility extensions constructed for the purpose of providing service to areas within the franchise boundaries of the City's utilities systems. Utility extensions include water distribution systems, firelines, waste water collection systems, and reclaimed water distribution systems. The City is not obligated to accept any extension or render service until the requirements contained in this section have been met.

The City does not allow City owned and maintained utilities to be installed on private commercial properties with the exception of water meters, fire line detector check valves, and sewer force main check valves.

A Utility contractor is required for all main extensions and the main extension up to the point of service for the fire line system. A fire line contractor is required for the installation from the point of service for the fire line system and the Double Check Detector Assembly (DCDA).

Utility Extension Procedure - Prior to any utility extension in the City's service area, the City must review the plans. A Plan Review Charge is collected in accordance with the Schedule of Rates, Fees, and Charges (Schedules A & B). A check made payable to the City of Cocoa must be submitted with the plans for review.

Initial Submittal - The City will perform a preliminary review of plans. Send one set of plans that have been prepared, signed, and sealed by an engineer registered in accordance with Florida Statutes to the Engineering Supervisor. The set must include water and or waste water and or reclaimed plans showing the location of the mains, distance off proposed pavement, size and type of mains, size and type of services, fire hydrant with hydrant tees, gate valve locations, restrained pipe lengths, proposed length of pipe, locations of other utilities; manholes, laterals, slope, water and sewer calculations, fire flow calculations, per the Florida Fire Prevention Code, Hydraulic Analysis Report, *Technical Provisions;* and Standard Detail Drawings.

The City will send a letter to the engineer of record requesting revisions to the plans, if necessary, or advising that the plans are acceptable and instructing the engineer of record to submit the (revised) plans for final review.

Final Submittal – Send three sets of plans and FDEP permit applications that have been prepared, signed (all with original signature), and sealed by an engineer registered in accordance with Florida Statutes to the Engineering Supervisor.

If the mains will be installed within Florida Department of Transportation (FDOT) right-of-way, a FDOT permit application must also be submitted. FDOT permit application requirement can be obtained from the Engineering Division.

The City will review the final set of plans and, once acceptable, the Engineering Division will approve the plans. The final set of plans and the permit applications will be sent to the Utilities Director for approval. Upon approval the Engineering Secretary will advise the engineer of record to pick up the approved plans and submit them to FDEP.

FDEP Permit – FDEP requires that the City's Technical Provisions and Standard Detail Drawings are included with the plans. The engineer of record is responsible for submitting the approved set of plans and permit application to FDEP.

FDOT Permit - FDOT requires a permit for work within FDOT right-of-way that requires open cutting or crossing of pavement or sidewalks. The permit application is prepared by the engineer of record and submitted to the Engineering Division. The owner/developer shall sign the City's Construction Agreement and the owner/developer shall have the City's Hold Harmless and Indemnification Agreement signed by all contractors and subcontractors that will provide preparation, installation, and clean-up of the utility work within the FDOT right-of-way. The agreements must be approved by the City Manager. Then the permit application will be signed by the Utilities Director or designee and forwarded to FDOT.

Requirement Letter – The City will send a requirement letter to the engineer of record once the City has received the FDEP permit. The requirement letter outlines all the items necessary for acceptance of the utility extension and lists the fees and charges due including impact fees, meter charges, and backflow prevention assembly charge.

Payment of Charges – Prior to preconstruction for the new utility system, payment of the following charges is required: Jumper Meter Installation Charge, all Painting Charges, and Fire Protection Service Charge.

Connection Charges must be paid with the meter installation charge.

The Meter Installation Charge can be paid before or after utility system acceptance. However, the meter will not be installed until the utility system has been accepted for service by the Utilities Department. The customer should allow two weeks after the utility system is accepted for meter installation.

Preconstruction Meeting – A preconstruction meeting is required prior to installation of a utility extension. The utility contractor and his/her field Superintendent is required to attend this meeting and provide proof of registration as a State-certified underground utility contractor. The meeting is held in the Utilities Administration Building at 351 Shearer Blvd., Cocoa. The utility contractor is responsible for arranging the meeting time with the Inspection Supervisor. It is recommended that the engineer of record and the project owner attend this meeting. The preconstruction meeting will cover the schedule for payment of fees and charges, materials and installation, the contractor's installation schedule, inspection, testing, and acceptance of the utility system.

Material Inspection – An inspection of all material is required before it is installed. The utility contractor is responsible for scheduling this inspection with an Engineering Inspector.

Wet Taps – All wet taps will be performed by a private tapping contractor that must be on the City's list of approved tapping contractors.

Open Ditch Inspection – After the utility extension has been installed, an open ditch inspection is required prior to backfilling the trench. The utility contractor is responsible for scheduling this inspection with an Engineering Inspector. The Inspector will check pipe installation and conformance with plans and specifications.

Pressure Test and Chlorination – After the utility extension has been installed and backfilled, all mains shall be swabbed. Foam swabs shall be flushed through the new mains. The swabbing shall be done by the contractor under the direct supervision of the Engineering Inspector . After swabbing, a pressure test is required. The water system is tested at 150 psi for two hours to test for leakage and structural soundness. The first hour is to be witnessed by the utility contractor; the last hour is to be witnessed by the City's Engineering Inspector and the utility contractor. The utility contractor is responsible for scheduling this test with an Engineering Inspector.

After the pressure test is successfully completed, the water line and appurtenances must be chlorinated. Disinfection will conform to the applicable provisions of American Water Works Association Specification C-651. The chlorine solution must remain in the pipe for at least 24 hours before flushing. No flushing is allowed between bacteriological sampling. All Chlorinated water is required to be de-chlorinated prior to discharge.

Bacteriological Testing – A bacteriological test will be performed by a private laboratory in accordance with the City's Bacteriological Testing Procedures by Private Laboratories.

FDEP Clearance – Clearance from FDEP is required before the temporary jumper can be removed. The engineer of record shall submit to the City a completed FDEP form "Certification of Construction Completion and Request for a Letter of Clearance to Place a Public Drinking Water Facility into Service" (Clearance Form) and, if a general permit was obtained from FDEP, as-built drawings that have been signed (original signature) and sealed by the engineer of record.

The City will attach a copy of the FDEP permit, pressure test sketch showing the sample points, bacteriological test results, and a copy of the as-built drawings, if required, to the Clearance Form. The Clearance Form is then approved by the Utilities Director and mailed to FDEP. Submittal of the Clearance Form by the engineer of record to the City is time sensitive since the bacteriological test results cannot be older than 60 days by the time they are received by FDEP.

Final Inspection – After all tests of the utility extension have been successfully completed, a final inspection must be scheduled. The final inspection consists of checking for items such as; concrete valve pads, blue reflectors at the fire hydrants, meter boxes installed to grade, curb stops properly installed in the meter boxes, service line locations marked on the curb, all valves are open, and proper paint used on items that require painting. The utility contractor

is responsible for scheduling this inspection with an Engineering Inspector. It is recommended but not required that the utility contractor be present for the final inspection. The City will send a letter to the utility contractor if any discrepancies are found.

Acceptance of Utility Extension – After the utility extension has been properly installed and successfully tested in accordance with the Utility Extension Policy, and after all required documents described below have been received by the City, the City will send a letter of acceptance to the owner.

As-Built Drawings – The City requires three sets of as-built drawings ("as-builts") signed (all with original signature) and sealed. The as-builts can be certified by a Florida-registered surveyor or the engineer of record as to the accuracy of the information supplied. The engineer of record must certify that the utility extension has been installed in accordance with the approved plans and specifications. The information provided on the as-built drawings must conform to the City's latest *Technical Provisions* and Standard Detail Drawings.

Bill of Sale; Maintenance Bond/Security – The Bill of Sale conveys ownership of the utility extension to the City so the City can operate and maintain the system. The City's Bill of Sale form must be completed by the owner of the project and submitted to the City. In addition, the City reserves the right to require a maintenance bond or some other security covering the utility extension for a period of up to two (2) years depending on the specifications of a particular extension. The bond or other form of security must be in a form deemed acceptable to the City.

Easement – If the utility extension is installed on private property, a Water Line and Ingress/Egress Easement is required. The Water Line Easement is to be a 15-feet-wide surveyed easement centered over the utility extension. The Ingress/Egress Easement is usually for the entire property and allows the City to enter the property to operate and maintain the water line. The City's Easement form must be completed by the owner of the project and submitted to the City. The City sends the Easement to the Brevard County Clerk of Court for recording.

Non-Accepted Systems – The City is not obligated to repair or to provide field locations on any system that has not been accepted for operation and maintenance. No connections will be made to and no meters will be installed on any system until after the system is accepted and all applicable charges have been paid to the City.

Private Utility Systems – All utilities located on private commercial properties will be owned, operated, and maintained by the property owner. The City does not allow City owned and maintained utilities to be installed on private commercial properties with the exception of water meters, fire line detector check valves, and sewer force main check valves.

City inspectors have the right to inspect any portion of the private system for excessive leakage or non-approved connections. Any deficiencies noted must be corrected within ten days of written notice by the City.

C. Fire Protection System Requirements

The City provides water service for fire protection. On public, commercial, and multifamily residential fire protection systems, the City requires a double check detector assembly (DCDA), the size of which has been determined by a private fire protection system Engineer. The City is responsible for operating and maintaining its water system up to and including the DCDA piping leg and in-ground 90-degree or 45-degree fitting on the customer's side of the DCDA. The City has determined the point of service for the fire line system to be the gate valve installed at the fitting upstream of the DCDA. A fire line contractor is required for the installation of the DCDA.

The fire protection system design must include a safety factor of five psi. Materials for and installation of the DCDA shall be in accordance with Section 2.2 Utility Extension Policy & Procedure and the City's current *Technical Provisions* and Standard Detail Drawings.

The City charges a Fire Protection Service Charge in accordance with the Schedule of Fees, Rates, and Charges. The customer must pay the first year's Fire Protection Service Charge prior to the preconstruction meeting for the utility extension.

For new systems, the Contractor will test the DCDA and provide the backflow certification to the City's Engineering Division. If the test fails, the customer's contractor must have the DCDA repaired by a licensed backflow technician and re-test the DCDA.

The City charges a Fire Line Painting Charge in accordance with Schedule of Fees, Rates, and Charges. The customer must pay the Fire Line Painting Charge prior to the preconstruction meeting for the utility extension. After acceptance, the City will paint the fire line.

For existing fire protection systems, the Water Field Operations is responsible for operating, maintaining, repairs, and testing of the existing DCDA. Customers requiring repair, maintenance, operation, or testing of the existing DCDA shall contact Water Field Operations located at 351 Shearer Boulevard, Cocoa, Florida.

Private fire line contractors are prohibited from operating, maintaining, repairing, and testing DCDA owned, operated, and maintained by the City of Cocoa except as authorized by Water Field Operations. The City will not be responsible for any cost incurred by the customer for unauthorized work on the DCDA.

Section 3 – Rights and Responsibilities

A. Right of Way and Access

As a condition of service, the account holder grants to the Utilities Department all rights and privileges necessary for the rendering of service. Utilities Department employees and contracted representatives must have access at all times to the City's facilities located on the customer's premises. Access is limited to the installation, operation, maintenance, inspection, and/or removal of utility appurtenances. Failure to provide access to Utilities Department personnel is grounds for involuntary discontinuance of service. Any advance notice to the customer or occupant of work performed on the customer's premise will be at the discretion of the City. The Utilities Department is not liable for trespass during performance of these activities. Vehicles or large movable objects that block access to the utilities right-of way may be towed at the customer's expense.

B. Relocation or Adjustment of Utilities

Standard residential 3/4" and 1" meter relocations or adjustments with no concrete or asphalt open cuts, no site restoration work, and less than ten feet in length will be performed by the City at a cost as provided in the Schedule of Fees, Rates & Charges.

Residential 3/4" and 1" meter relocation or adjustments that require a permit, concrete or asphalt open cuts, site restoration work, or are longer than ten feet will require a cost summary estimate from the Engineering Division and the account holder will be required to pay that cost prior to the work being performed by the City.

The City will not relocate or adjust a 3/4" and 1" residential meters within subdivisions currently being developed or within one year of acceptance by the City. The owner must contact the developer who shall have its utility contractor relocate the meter under the direct supervision of the Utilities Department.

When relocation or adjustment of the City's facilities is necessary for a multifamily or commercial building due to a change in the customer's operation or construction or due to a request, such relocation or adjustment will be designed by an engineer and constructed by a utility contractor provided by and paid for by the customer.

In the event that relocation of a customer's point of service is required by the City, a new on-site service line may be installed by a licensed plumber at no cost to the customer. The customer will provide the necessary access to the property for such and installation and will assume responsibility for same upon relocation.

The relocation work or connection of the customer's facilities will be warrantied for any defects in the construction for a period of one year. The City; however, will not be responsible for cost associated with damage caused by natural disasters, breaks, acts of God, misuse of the facilities, or any other cause beyond the control of the Utilities Department.

C. Limits of Liability & Continuity of Service

The Utilities Department will use reasonable diligence to provide dependable service but **DOES NOT GUARANTEE** continuous and uninterrupted service.

The City is not liable for want of supply or for any occurrence, act, omission caused directly or indirectly by mechanical failure of equipment and/or facilities; repairs; or adjustments to its system; riots, strikes, civil unrest, insurrections; accident; litigation; interference by Federal, State, or municipal governments; act of God; acts of the public enemy; or any other cause beyond the control of the Utilities Department. The City reserves to itself full discretion in reducing the amount of water available, in servicing some customers to the exclusion of others, or, if necessary, in discontinuing water, reclaimed water, or waste water services.

All reasonable efforts are made to assure continuity of services to customers. Although the City uses its good faith effort to see that utilities are delivered safely, the City is not responsible for any damage caused by interruption of utility services. The customer understands that instances may occur where service is interrupted beyond the control of the City and that no compensation will be rendered for such loss of service.

D. Account Holder Responsibility for Piping and Leakage

The account holder shall be defined as the person contracting service until or unless the contracted service is voluntarily or involuntarily discontinued. In the absence of any active contract for service, the property owner shall be the account holder. See section *Revert to Property Owner* for details.

The City is only responsible for correcting leaks on the main water system and up to and including the water meter.

The City is not responsible or liable for the account holder's utility system beyond the following points of service:

- Water: the meter and/or backflow prevention assembly
- Reclaimed Water: the meter and/or curb stop
- Waste water: the City's sewer cleanout or the property line
- Fire Protection/Suppression Systems: the meter, backflow prevention assembly, and the bottom fitting in the ground downstream of the double detector check valve.

The City does not assume any responsibility for, or liability arising because of, the condition of water and/or sewer piping, plumbing or any apparatus on the premises of the account holder and/or property owner. Water pulled across any of the points of service listed above immediately becomes metered water. Metered water that is knowingly or unknowingly either used, lost, leaked, or stolen is considered consumption and is the property and responsibility of the account holder.

The City does not assume any responsibility for, or liability arising because of, any loss or damage to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of metered water on the account holder's premises.

The account holder is responsible for leakage in the piping on his/her property on his/her side of the water meter at the point of connection to the meter and/or backflow prevention assembly, if applicable, and will be charged for water and/or sewer based on water use as indicated on the meter.

The account holder is responsible for monitoring and safeguarding any intentional or unintentional consumption of water, regardless of any conditions or circumstances known or unknown to the account holder and/or property owner to include if the meter is on or off, that may contribute to water loss, leak, or theft of water.

The City is not responsible for investigating, informing, or prosecuting due to water leaks, loss, or thefts on the customer's side of the water meter. As a courtesy the City makes a reasonable effort to inform the customer of excessive or active water usage, if noticed, during routine meter reads or maintenance. It is the customers responsibility to regularly monitor their water meter usage/flow rate indicator for symptoms of water loss.

When a customer requests the water meter to be turned on it is the responsibility of the customer to make sure all valves, faucets, hoses, and any other appliances that demand water are turned off prior to the City representative turning the meter on. If the City representative notices the meter flow rate indicates active water use when turning on the water meter, the meter will be immediately turned back off and a reasonable attempt to leave a notice that the meter was turned off will be made. In the event the City does not detect any active water flow, the City is not responsible for any water loss or damage.

For details regarding system operations for the City of Cocoa, please refer to the City of Cocoa Utility Service Policies and Procedures Handbook, the City of Cocoa Utilities Technical Provisions and Standard Details and/or City of Cocoa Code of Ordinances.

Section 4 – Requirements and Regulations

A. Potable Water Service Policy

Properties within the City's franchise area are eligible for connection to the potable water system on a first-come first-served capacity-available basis. As deemed necessary by the Utilities Director, some projects may require off-site improvements or hydraulic studies to assess the impact of the proposed service on existing customers. All costs for studies or off-site improvements will be paid by the customer.

B. Resale of Water

Water service obtained from the City is to be used by the customer only, for the purpose specified in the application for service, and cannot be resold. Water service is furnished directly to the customer through the City's individual meter. It is for the customer's sole use and is not to be re-metered by the customer for the purpose of selling water service at a profit to lessees, tenants or others. Re-metering for the purpose of equitable distribution of water and sewer service costs is allowed so long as the charges reflect the amount charged by the City.

C. Sub-serving by Customer

The customer will not build or extend water lines across or under a street, alley, lane, court, avenue, across property lines or in any other way in order to furnish service through one meter to more than one property. Serving more than one property is not allowed even though such adjacent property is owned by the customer. An exception to this policy may be requested in writing from the Utilities Director. Written consent for the exception will be given only when such adjacent properties are operated as one integral unit under the same name for carrying on parts of the same business. When and if such consent is given, the customer must obtain any necessary State, county, or municipal permits. All construction must be in accordance with applicable codes, installed by duly licensed professionals, and subject to applicable inspection procedures. Service is furnished only to the property immediately adjacent to the meter. If the customer subdivides a property that has a single water service (meter), the existing water service will be used to serve the property immediately adjacent to the meter. The remaining subdivided properties must be provided with individual service lines and meters at the owner's expense. A water main extension may be required in order to provide service to the customer's subdivided property. If a main extension is required in order to provide service to a property, refer to section *Utility Extension Policy & Procedure*.

D. Customer Facility Requirements

All on-site service lines and plumbing are to be installed in accordance with these requirements and regulations and in compliance with the latest guidelines of local codes and inspection authorities. All installations must be inspected and approved by an authorized inspector as required by law. The Utilities Department may deny service to any new or altered installation or it may disconnect service to any existing installation that, in the opinion of the Utilities Department, constitutes a hazard to the public, to other customers, or to its employees.

E. Backflow Prevention and Cross-Connection Control

Backflow prevention assemblies are to be installed to provide protection to the water system and to comply with local and State regulatory authorities and the City's Cross-Connection Control and Backflow Prevention Program.

The potable water supply must be protected from the possibility of contamination. Non-potable sources of water or harmful substances must be prevented from entering the potable water system. The Utilities Department promotes the avoidance, prevention, and elimination of cross-connections. It provides for a continuing program of cross-connection education, prevention, detection, and control. This program is intended to prevent water that has passed from the public distribution system into the private plumbing and fire protection systems from re-entering the public system. The City charges an annual Cross Connection Control Program Administration Charge, in accordance with the Schedule of Rates, Fees, and Charges, to administer this ongoing program required by federal and state regulations.

The most current edition of the following codes, rules, and standards are adopted as a part of Cocoa's Cross-Connection Control Program:

- Florida Administrative Code (FAC) 62-550.200(22) defining cross-connections; FAC 62-555.360 prohibiting cross-connections and providing a routine Utilities Department program for the detection and prevention of cross-connections; FAC 62-610 establishing rules for reclaimed water systems serving potable water customers.
- Florida Building Code Plumbing Volume, Section 608.8, requiring identification of potable and non-potable water distribution systems either by color marking or metal tags.
- American Water Works Association (AWWA) manual M14 providing recommendations for organizational background for a cross-connection control program.
- The Foundation for Cross-Connection Control and Hydraulic Research (University of Southern California) manual *Cross Connection Control* for the approval of backflow prevention assemblies.
- The Code of Ordinances of the City of Cocoa, Chapter 22, setting forth rules for alternative water service and providing for discontinuance of water service to properties not in compliance with the rules.

The Water Field Operations Division is responsible for the education and training of personnel for the testing, installation, and maintenance of all backflow prevention assemblies (including fireline backflow devices). This division records material and equipment installation and inspection data. Surveys are performed at the premises of existing and new customers to detect actual or potential cross-connections.

The customer is liable for the initial installation cost of a backflow prevention assembly, which cost must be paid in advance of installation.

The City maintains backflow prevention assemblies that meet the City's requirements and charges an annual Backflow Assembly Testing & Maintenance Charge in accordance with Exhibit A Rates, Fees, and Charges.

F. Curb Stops

The City is responsible for the use and maintenance of the water service lines up to and including the backflow prevention assembly. The curb stop is a mechanism used by the City to regulate the flow of water to the meter and is City property. It is the City’s option to grant permission to the customer to turn the curb stop on or off for emergency repairs or after-hour turn-on when water is running. The curb stop is not designed to be used as a faucet and frequent use may damage the device. A damaged curb stop will be repaired or replaced at the discretion of the City. The customer may be charged the actual cost of repair or replacement at the discretion of the City.

It is recommended that a customer have a shut off valve installed downstream of the meter and backflow preventer, at the customer’s expense. A house valve is also recommended. A house valve is an in-line connection and handle on the water service line from the meter to the house. It is usually located on the exterior of the house near an outside faucet or hose bib but can be located internally near a water heater or clothes washer hookup. By turning the handle, the customer can shut off the water supply to the house in an emergency or to make repairs.

G. Individual Meters

Individual meters are required for all new residential service connections with the following exceptions:

- High-rise (three stories or greater) condominiums
- Short-term rental units and travel trailer parks
- Special cases as approved in writing by the Utilities Director

H. Sizing of Meters

Water meters will be sized according to the guidelines stated in the American Water Works Association manual M22, Sizing Water Lines and Meters. The engineer of record shall complete the calculation for sizing the meter. The engineer shall provide the calculations to the Utilities Department for approval. If deemed necessary by the Utilities Department, the owner shall provide to the Utilities Department access to the property to evaluate the water usage requirements. The minimum size meter, as calculated, will be installed. No over-sizing of meters will be permitted.

I. Upsizing of Water Meters

If requested by a commercial or multifamily residential customer and justified according to section *Sizing of Meters*, the customer may replace an existing meter with a larger meter. All calculations must be completed by a licensed engineer or architect. The calculations for upsizing must be submitted to the Engineering Division for review and approval. Installation of upsized service piping shall be in accordance with Section *Relocation or Adjustment of Utilities*. The customer shall be required to bring the service up to current standard requirements at the customer's expense. Current standard requirements may include, but are not limited to, installation of a backflow prevention assembly and conversion of below-ground to above-ground installation in accordance with the *Technical Provisions*. Meters will not be upsized for billing purposes. Additional fees and charges may apply.

J. Separation of Meters

A commercial or multifamily residential customer who desires to install individual 3/4" meters in lieu of an existing master meter 1" or larger may be allowed to do so in accordance with section *Relocation or Adjustment of Utilities*.

A commercial or multifamily customer who desires to install meters for the purpose of establishing a separate billing of non-irrigation flows may do so as long as the flows do not enter the waste water collection system. Installation of the service shall be in accordance with section *Relocation or Adjustment of Utilities*. In either case, the customer is responsible for reconnection of individual plumbing to the new meters. Payment of impact fees will not be required unless the use of the property has changed and will result in increased water demands. Other charges may apply.

K. Temporary Irrigation Meters

At the sole discretion of the Utilities Director, temporary irrigation meters may be installed and utilized. The temporary irrigation meters may be in the form of temporary construction meters as described in this Handbook. Each temporary irrigation meter request will be evaluated on a case-by-case basis and each approval of temp meter shall include a specified time period. Permanent irrigation meters will not be permitted.

L. Temporary Construction Meters

Temporary construction meters are subject to the following requirements:

- Temporary construction meters will have a specified time period of 90 days. Extensions of time maybe granted if requested in writing with proper justification.
- Temporary construction meters will be located, at the discretion of the Utilities Department, on the nearest acceptable fire hydrant or 2" blow-off and secured by a chain and lock.
- Temporary construction meters will be installed for construction purposes only. Meters permanently mounted on spray trucks for tank filling purposes are exempt from these restrictions. Meters mounted on water trucks are subject to these restrictions.
- Temporary construction meters will not be utilized for irrigation purposes or for domestic supply purposes.
- Temporary construction meters will be removed or relocated only by Utilities Department personnel.
- Repairs necessitated by abuse of a temporary construction meter will be charged against the customer's deposit.

M. Temporary Jumper Meters

A temporary jumper meter shall be installed at a tie-in valve of all new water main extensions. All swabbing, flushing, and testing operations will be accomplished through the jumper meter. The jumper meter is to be used only for the swabbing, flushing, and testing of the new water main extension. It shall not be used as a construction meter for the project. If any utility contractor or subcontractor connects to the new system, whether it has a jumper meter or not, the connection will be disconnected and the utility contractor will be billed for an illegal connection. This may lead to a delay in the acceptance of the water system for service, thereby delaying the permanent meter installation.

The jumper meter installation shall be in accordance with the City's Standard Detail Drawings. It shall consist of 2" galvanized pipe and fittings, a 3" meter supplied by the City (paid for by the developer or contractor), and a 2" double check valve supplied by the contractor. The contractor shall install the jumper meter assembly. All tie-in valves shall be locked by the contractor with the chains and locks supplied by the City. After installation of the jumper meter

assembly, the contractor shall have the 2" backflow prevention assembly tested by a State-licensed backflow testing company to assure that it is functioning properly. A copy of the testing report must be supplied to the City.

Section 5 – Establishing Service

A. New Connection to the Water/Sewer Distribution Systems

Properties within the City's franchise area are eligible for connection to the potable water system on a first-come first-served capacity-availability basis. The City of Cocoa Engineering Department plans, designs, and obtains permits for the drinking water transmission and distribution, waste water collection, and reclaimed water distribution systems. As deemed necessary by the Utilities Director, some projects may require off-site improvements or hydraulic studies to assess the impact of the proposed service on existing customers. All costs for studies or off-site improvements will be paid by the customer. The general requirements are described in the City's Technical Provisions and Standards Details.

A new customer connecting to water and/or sewer system (new construction) may apply for the desired service obtaining a cost summary from the Engineering Department. Once the cost quote is available, the customer shall pay for the new connection by contacting the Customer Service Division. Upon payment, work orders are entered for Engineering to install the new connection.

B. New Connection to the Reclaimed Water Distribution System

Any utility account holder within the City of Cocoa limits and in good standing may request the City to install and operate a City approved irrigation/reclaimed water meter at any property owned by such account holder, provided that the City has reclaim mains available to serve the account.

Prior to the installation of a new in-ground irrigation system to be connected to the City's reclaimed water system, or connection of an existing system to the City's system, the account holder shall request the City to install and operate a city-approved reclaimed water meter. The account holder is responsible for connecting their system to the account holder side of the meter and for allowing inspection of all connections by City staff prior to the turn on of the meter. All irrigation/reclaimed water meters, meter boxes, pipes and other equipment furnished or used by the City in installing any such irrigation meter shall be and remain the property of the City. Prior to installation of any such reclaimed water meter, the account holder shall pay to the City all charges as specified in the Schedule of Rates, Fees, and Charges (A&B) established and modified periodically by the City Council.

A new customer connecting to the reclaimed water system may apply for the desired service, if available, as outlined in the Reclaimed Water Application and through contacting the Water Reclamation Facility at 321-433-8749.

C. Contracting Utility Service to Existing Connections

Anyone may apply for water and/or sewer service to a property within the appropriate service area provided they are the owner, owner's agent, or a prospective tenant of the property to be served.

The Customer Service Division (hereafter referred to as City) must treat all applicants in an equal and non-discriminatory manner, without regard to race, sex, age, ethnicity, national origin, disability, mental illness or ability, sexual orientation, gender, gender identity/expression, sex characteristics, religious, creed, political opinions, or marital status.

A new Application for Utility Services must be submitted for every water/sewer connection, including transferring service to a new location, regardless of prior connections to an existing address or account holder history PRIOR to receiving utility service. A Service Initiation Fee, in accordance with the current schedule of rates, fees, and charges, will be due for the processing of any new application. See section *Connection & Installation Fees & Charges* for details.

D. Utility Application Processing

Persons wishing to establish water/sewer service will be required to complete an Application for Utility Services. If not applying in person, the Application for Utility Services form must be notarized. **All** persons requesting utility services must provide the following information:

- Full name
- Mailing Address
- Service Address
- Home, Cell & Work Phone Numbers
- Email Address (if available)
- One valid form of government issued identification with photo – Valid driver's license, passport, alien registration card, or state issued photo ID
- A second form of identification such as anything that has the applicant's name embossed and/or printed on it, excluding debit/credit cards, such as social security card, insurance card, voter's registration, passport, vehicle registration, etc.
- Names of adult persons living in household (if applicable)

Property Owner as Account Holder:

- Proof of Property Ownership if different than Brevard County Property Appraiser's website.
- If property owner is unavailable, provide a copy of the Power of Attorney.

Non-Property Owner as Account Holder:

- Notarized, Valid Rental Agreement between the prospective tenant and property owner. The property owner's signature must be notarized; however, if prospective tenant and property owner both appear in person and provide government photo identification, neither signature needs to be notarized.
- If an agreement is not available or has expired, a notarized Letter of Authorization ~~Service~~ fofound in the appendix and completed by the property owner or authorized agent.
    - If authorized agent is submitting the application, provide Power of Attorney, Property Management Agreement, etc.
- If property owner is deceased please provide death certificate and documentation verifying survivorship (i.e. Last Will and Testament, Trust, Probate, etc.).

Property owners shall provide a closing statement or deed to verify ownership. Property owners may have utilities connected at more than one location as long as all accounts remain current. Any property owner's prior debt for utility services at any location and/or a property owner's outstanding account balance at the service location applied for, may prevent a property owner, their agent, and/or a tenant from establishing new service until account(s) are paid in full. See section *Prior Utility Debts* for details.

Non-Property Owners shall provide the City with a notarized copy of a valid lease/rental, or a copy of a valid lease/rental agreement that contains an electronic signature with certificate of authenticity, or a notarized Letter of Authorization and may be limited to one service location at any given time. The non-property owner's utility account will be set up in the name or names specified in the lease/rental/occupancy agreement. A property management agreement shall be required for agents acting on behalf of the property owner. In the event that any person named in the lease has an outstanding utility debt with the City, that debt shall be paid in full prior to service connection. See section *Prior Utility Debt* for details. If any notarized lease/rental/Letter of Authorization for occupancy agreement and/or property management agreement cannot be provided, an Application for Utility Services may be denied.

Master Metered Multi-Unit Residential and Commercial Properties collectively serviced by a single master meter shall have the account held in the name of the property owner.

Private fire protection "fireline" systems shall have the account held in the name of the property owner and shall remain active at all times. Any unauthorized connection or use of a private fire protection system will be considered theft of service and a penalty shall be billed to the customer of record. It is the customer's responsibility to ensure no connection or use of the fireline occurs for anything other than it's intended purpose of fire prevention. See section *Utility Tampering and Theft of Service Fees & Charges* for details.

E. Time and Place of Application

Persons requesting utility services at existing connections can complete an Application for Utility Services and submit all required documentation to City Hall in person between 8:00 a.m. and 4:30 p.m. Monday through Friday, by mail (65 Stone St. Cocoa, FL 32922), e-mail (customerservice@cocoafl.org), online (https://www.cocoafl.org/FormCenter/Customer-Service-8/New-Account-Request-for-Service-58) https://www.cocoafl.org/DocumentCenter/View/12345/Request-for-Service-Application-ADA-Fillable, or via facsimile (321-433-8408). However, in the event service is requested electronically and in order to verify identity, the Application for Utility Services must be notarized, and legible copies of a valid government issued identification document (driver's license, passport, state identification card, military identification card, etc.) must be submitted. If the copies are illegible or the application is not notarized, the paperwork shall be returned to the applicant, delaying the connection process. If applications and subsequent documentation are sent electronically by e-mail or fax or by mail, it is the responsibility of the customer to follow-up and ensure Customer Service has received the documents.

The City offers next business day service. No service will be connected until all application procedures have been completed and any fees/balances, if applicable, are paid in full. Completed applications ~~submitted~~ received before 12 pm on the day of requested service may be processed for connection, if same day turn on service is available and, the applicant pays the Same Day Initiation Fee.~~.; however, utility services may not be performed until the following business day as same day service is not guaranteed. If same day service is available, the applicant shall pay a Service Initiation Fee (same day) to secure same day service. Otherwise the applicant will pay the Service Initiation Fee (next business day) and receive next available day service. If same day service is available, the completed application must be received by Customer Service by 2pm~~. See *Service Initiation Fee* for details. The City will strive to meet each customer's needs for connection of service. Normal connection will be made in a timely manner during regular business hours. The City reserves the right to inspect the meter prior to connection to determine if utility service can be received at the premise in a safe manner.

F. Application of Deposit and Exemption Criteria

The City requires water and sewer deposits for any applicant wishing to establish service at any location, except as specified below, and shall be billed on the account holder's first bill. Any applicant with prior debt, has been involuntarily discontinued from service, has filed bankruptcy in the past 12 months, applies for a temporary connection, or has had their meter removed shall pay the deposit prior to the connection or re-connection of service.

Residential accounts contracted by the property owner shall be exempt from deposit if the contracting owner meets the following criteria:

- Has been or is in the Military and can provide a copy of their Military ID card or a DD 214 form; or,
- Has been an account holder of any utility in the United States within 120 days of application for service and can provide a letter of reference from the utility showing that he/she has no outstanding debt; or,
- Is transferring service from an existing account with good credit to a new property owned by the applicant within the City's distribution network; or,
- ~~Applicant poses little to no delinquency risk upon successful completion of credit screening; or,~~
- Completes an Automatic Debit (ACH) Agreement and maintains successful, automatic bank draft for 12 consecutive months.

Residential accounts contracted by the non-property owner shall be exempt from deposit if the contracting account holder meets the following criteria:

- ~~Applicant poses little to no delinquency risk upon successful completion of credit screening; or,~~
- Completes an Automatic Debit (ACH) Agreement and maintains successful and continuous, automatic bank draft for the life of the account.

Residential accounts shall have their deposits refunded to the account after twelve (12) consecutive months of good credit. Good credit is defined as not having been disconnected for non-payment, or not having had two or more returned payments within 12 consecutive months, or not having two or more delinquency notices within 12 consecutive months, or not having any account be sent thorough debt collection (i.e. collections, lien, etc.). A

customer having multiple active accounts will be subject to deposits billed on all of the accounts if good credit is not maintained on any one of the accounts or combination of accounts (as in the case of two returned payments).

Commercial account and multi-unit residential dwelling account deposits will remain on the account until services are requested for disconnection and/or involuntarily terminated by the City.

Governmental accounts shall be exempt from deposit.

See section *Deposits* for details.

G. Service to Commercial Accounts

Non-residential accounts established for service will require a signature by a duly authorized representative of a business entity. For a business not operated by a recognized legal entity, the account will be listed in the name of a responsible person (owner, manager, etc.). That person accepts the personal responsibility for payment of the account and must notify the City of any changes in ownership. For a business operated by a recognized legal entity, the account will be listed in the name of a responsible person "DBA" (doing business as) the name of the company. Commercial property applicants require the same information as residential property applicants and are subject to all utility policies and procedures as described in this document.

H. Service to Locations with Multiple Collection~~s~~/Write-Off~~s~~/Outstanding Balance Accounts

A collection/write-off on a utility account is when a utility account holder is indebted to the City after all deposits and payments are applied during the finalization process. The legal property owner may be required to be the contracting utility account holder when any location has two (2~~three (3~~) or more outstanding balance~~collection/write-off~~ accounts, in the name of any person, connected to the property ~~and/~~or, the sum of all of the outstanding balance~~collection/write-off~~ accounts is~~is~~ greater than or equal to $1,500 ~~$2,000~~, while the property is owned by the same owner,. The account will stay in the legal property owner's name until the property is sold or the outstanding balance ~~collection/write-off~~ accounts associated with the property are all paid in full. ~~An exception may be made to allow the prospective tenant contract service only if the applicant poses little to no delinquency risk upon successful completion of credit screening. Credit screening fee, service initiation fee and deposits shall be paid in advance of connection.~~

I. Service for Temporary Connections and Disconnections

Prospective buyers can request a temporary connection for inspection of the home during the closing process. Inspection connections are temporary and shall not extend beyond 10 business days. If the prospective buyer closes on the property and wishes to keep the connection permanent, the buyer must contact Customer Service to transition the account to permanent status. Inspection connections may not be authorized if any prior debt exists. Water deposits and any administrative fees shall be paid in advance prior to the connection.

J. Prior Utility Debts

Any prior debt and outstanding account balances must be paid in full before service can be connected.

The City shall refuse to furnish new service to:

- any applicant or any member of the household who is indebted to the City of Cocoa for service previously furnished at any location connected to City infrastructure where they were the contracting party; or
- an applicant the City reasonably believes directly benefited from utility service provided to a former contracting occupant who is indebted to the City of Cocoa at the same service location applied for; or
- an applicant where the current property owner has an outstanding account balance at the same service location applied for; or,
- an applicant where the current property owner has a prior debt at any location connected to the City infrastructure that is owned by the same property owner; or
- an applicant where the service location applied for has a lien on the property; or
- a non-property owner applicant where the service location applied for has either two (2) ~~three (3)~~ or more outstanding balance ~~collection/write-off~~ accounts (while owned by the same person), or the sum of all of the outstanding balance ~~collection/write-off~~ accounts at the service location (while owned by the same person) is greater than or equal to $1,500 ~~$2,000~~. ~~An exception may be made to allow the prospective tenant contract service only if the applicant poses little to no delinquency risk upon~~

~~successful completion of credit screening. Credit screening fee, service initiation fee and deposits shall be paid in advance of connection.~~

In the instance that debt to the City is not discovered prior to approval of application, the previous balance will be transferred to the account holder's current account where it will become part of the balance due for services. Account holders will be expected to pay the previous balance in full along with their subsequent monthly bill in order to avoid having services interrupted for nonpayment. If the previous balance is of significant amount, an account holder may apply for extension or payment plan in accordance with this policy. Failure of staff to discover a previously owed debt does not relinquish the debt owed to the City by the delinquent account holder.

K. Reasons for Denial of Service

Applications for utility service may be denied for any one of the following reasons:

- An incomplete Application for Utility Services.
- Valid, legible support documentation such as a notarized lease/rental/letter of authorization, property deed, etc. is in question or cannot be provided.
- Questionable Identification – inability to provide legible, verifiable or valid identification
- A prior debt for an applicant or service location exists see section *Prior Utility Debts* for details.
- An applicant with prior debt has not paid the required deposit see section *Deposits* for details.
- An applicant or occupant who benefitted from the utility service at any location who is indebted to the City. Refer to Florida Statute section 180.1351a

L. Privacy

Our application/agreement requests that the potential account holder voluntarily provide their social security number. We request this number to verify identify, protect sensitive account information, and collect delinquent balances. There is no statutory or other authority requiring any account holder to provide a social security number. However, if available, when account holder billing data is requested, the last four digits of the social security number or Tax ID Number may be used to verify identity prior to any information being given out by staff. In the absence of a social security number, Staff members may request other verifying information to protect account holders against fraud.

Account holder billing data is considered public information. Florida law allows certain persons to request that eligible personal information contained in the City's utility customer information system be exempt from public records disclosure. Please refer to Florida Statute section 119.071 or other applicable statute for scope of protection. Requests can be made by the account holder completing a Utility Customer Public Records Exemption Request and returning it to the Customer Service Division. The City will ensure that account holder information, including billing data, is adequately safeguarded against unauthorized use.

In accordance with the Telephone Consumer Protection Act (TCPA), the account holder agrees by contracting service, that the City of Cocoa may contact him/her as described in section *Utility Debt Collection*.

All incoming and outgoing calls to Customer Service may be recorded and/or monitored for quality assurance.

Delinquency Notices can be requested, by the property owner, to be sent to the property owner of any rental property.

Section 6 – Application of Rates, Fees, and Charges

A. Establishment of Rates, Fees, and Charges

Rates and fees for all utility services are established and adopted by the Cocoa City Council. The City Council reviews rates and fees each year during the budget process. The Council examines current and future needs (including adequate reserves) of the systems in order to establish rates that are adequate to meet these needs. Rates, fees, and charges are generally set in a fee schedule adopted with the annual budget; however, any fees, charges, or rates are subject to change throughout the fiscal year and upon City Council approval.

The City of Cocoa is also a contracted regional utility billing agent for services on behalf of several surrounding municipalities and sewer entities such as Brevard County, City of Cocoa Beach, City of Cape Canaveral, City of Rockledge, Colony Park, and Sun Lake. The rates and fees for these services are established and adopted by their respective municipality and/or the Public Service Commission and are subsequently provided to the City of Cocoa for billing on the regional utility bill. For more information on these services and their rates or fees please contact the respective service provider. See section *Regional Utility Billing* for more details.

B. Determination of Utility Rates

Utility rates for specific locations are based on a number of factors including residency, connection/meter size, number of establishments connected to a single service connection, etc. Water charges are billed according to the number of gallons metered, rounded to the nearest thousand, within a billing cycle. Sewer charges are based on the total number of gallons recorded on the water meter within a billing cycle and may include a cap. Both water and sewer charges include a monthly base fee for service availability and administration and commodity charges for actual consumption. See section *Calculating Consumption* for details.

Solid waste charges are based on the number and/or size of containers delivered to a location. All inside the City properties receiving utility services are required to have solid waste services and will be charged the solid waste fee, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule A & B) except where solid waste services are provided independently.

C. Discounts and Exemptions

Senior citizens (over 62), disabled citizens, and Military active duty or certain veterans may be eligible for a discount on residential City of Cocoa garbage service and/or exemption from City of Cocoa late fee penalties on residential accounts. Eligibility criteria can be found on the Residential Discount & Exemption Application in the appendix of this manual. Discounts on residential garbage cannot be stacked if the applicant meets more than one of the eligibility criteria. A completed application and any supporting documentation must be provided to the Customer Service Division for consideration of discount.

An account processed for delinquency two (2) or more times in twelve (12) consecutive months will forfeit any discount or exemption and will have to re-apply after twelve (12) consecutive months of good credit.

Discounts and exemptions will not transfer, follow, or be applied to any service established at a new location upon termination of service at existing location. The account holder must re-apply for the discount and/or exemption with each initiation of new service at any location.

Any customer with a metered cooling tower that is also served by the Cocoa Sewer system is eligible for a discount on sewer consumption for the amount of water metered by the cooling tower each month.

The City of Cocoa occasionally goes out for debt and the bond holders provide covenants that City must abide by as a condition of receiving the bond money. No free water will be provided for any reason as written in the master bond covenants. See also Florida Statute Chapter 153.83 for additional information.

D. Existing Franchise Agreements

To the extent that any water rate, fee, or charge adopted by resolution or ordinance of the Cocoa City Council is in conflict with a rate, fee, or charge set forth in an existing water franchise agreement between the City of Cocoa and

any other government entity, the rate, fee, or charge set forth in the conflicting franchise agreement shall apply to customers which are subject to said agreement.

E. Utility Connection & Installation Fees & Charges

Water Service Impact Fee **–** The water impact fee is charged per equivalent residential connection (ERC). If a single-family residence (SFR) has a physical connection to a live reclaimed water distribution system that serves the entire property at the time the impact fee is due for the property requiring service, the water impact fee is reduced per ERC.

The Engineering Division or designee may utilize the following methods to formulate an estimate:

1. Flow submitted on Brevard County's Concurrency Evaluation form or FDEP construction permit application as calculated and certified by a registered engineer or architect.
2. Flow calculated from data contained in Florida Administrative Code 64E-6.008, Table I "For System Design".
3. Metered flow data documented by the most recent 12-month flow history of four similar establishments.

South Mainland Connection Charge – Additional fee in conjunction to the water service impact fee for any connection located in 129A or 129B in the south mainland.

Sewer Service Impact Fee **–** The sewer impact fee is charged per equivalent residential connection (ERC).

Reclaimed Water Service Connection Fee **–** The reclaimed water impact fee is charged to connect to the reclaimed water distribution network.

Water Service Line Installation Charge – The charge for the installation of a service line.

Backflow Prevention Assembly Installation Charge – Reduced pressure and double-check valves are two common backflow prevention devices. Larger meters and other installations are estimated on a case-by-case basis. Impact fees and special connection charges for this category are in addition to all other applicable costs listed.

Spray Truck Meter Installation Charge – Any customer requiring the installation of a meter on a spray truck shall pay a non-refundable charge and a refundable deposit for installation of the meter. The account holder is responsible for providing the current reading to the Customer Service Division monthly for billing. The truck and meter must be made available at least once every six months, from the date of installation, for an actual reading by the Field Service Division.

Temporary Jumper Meter Installation Charge – All new water main extensions require a 3" temporary jumper meter for swabbing, flushing, and testing of the new water main. The developer or contractor shall pay a refundable deposit and a non-refundable installation/relocation fee each time to install or relocate the temporary jumper meter.

Temporary Construction Meter Installation Charge – Any customer requiring the installation of a 2" temporary meter for construction purposes on a fire hydrant or water truck shall pay a refundable deposit and a non-refundable installation/relocation charge each time to install or relocate the temporary construction meter.

Fire Hydrant Maintenance Charge **–** The City recovers the cost of flowing, turning, and painting (finish coat) each newly installed or relocated fire hydrant. The City will flow the hydrant to obtain the initial flow data, turn it to face the direction specified by the fire department of the jurisdiction in which it is installed, and apply the final coat of paint as described in the City's Technical Provisions document. This charge covers the City's labor, materials, and equipment.

F. Utility Field Service Fees & Charges

Plan Review and Construction Inspection Charge – Charges to review plans and inspect construction. Individual property owners building a single-family residence are exempt from this charge.

Hydrant Residual Flow Test Charge – The City charges a hydrant residual flow test charge for any customer requiring such a test. The City will flow the designated hydrant and will provide the customer with the flow and residual pressure information. This charge covers the City's labor, materials, and equipment.

Fire Line Painting Charge – The City charges a fire line painting charge to apply the finish coat for all newly installed and relocated fire lines. The City and/or its contractor will apply the final coat of paint as described in the Technical Provisions. This charge covers the City's labor, materials, and equipment.

Meter Station Painting Charge – The City charges a meter station painting charge to apply the finish coat for all newly installed and relocated meter stations. The City and/or its contractor will apply the final coat of paint as described in the Technical Provisions. This charge covers the City's labor, materials, and equipment.

Meter Installation/Replacement Charge – The charge for the installation of a new or replacement meter, upon customer request, on an existing service line.

Meter Relocation/Adjustment Charge – The charge for the standard relocation or adjustment of an existing meter. The meter must remain in the frontage of the property it was originally set with.

Meter Calibration Testing Charge – Any customer of the City's water service shall be charged to conduct an accuracy test on the account holder's meter. This fee must be paid in advance of the testing; however, if the meter is found to be functioning outside the established, weighted accuracy limits of 98.5% to 101.5%, either over registering or under registering consumption, the fee will be refunded to the account.

Service Call Fee **-** A service call fee shall be applied to the next bill for services requested by the customer and performed by City staff that is not deemed necessary by the City. Such services include, but are not limited to, re-reading of meters, locating a meter, checking a meter for a possible leak at the meter connection point, checking a meter for active flow-rate, low pressure, temporary meter turn-off, etc. In the event a customer requests a re-read of the meter and City staff determines the meter was initially misread, the account holder will be issued a corrected bill with the corrected reading and this service call fee will be waived. Under no circumstances shall the City reimburse account holders for reading their own meter, turning on or off their meter, etc.

After Hours Reconnection Fee: - After normal business hours reconnections are prohibited for any customer and they must be scheduled through the Utility Customer Service office during normal business hours. If a customer requests for services to be reconnected at any location outside of normal business hours through the emergency after-hours call center, an after-hours reconnection fee will be billed, in addition to any other fees that may apply.

Meter Access Fee **-** The account holder is responsible for keeping the meter box serving the property in a manner that is unobstructed by shrubs, grass, weeds, mulch, dirt, or other similar materials. Similarly, vehicles may not be parked over the meter box or fences may not be installed around the meter box preventing access. The meter box and meter must be accessible by the City of Cocoa at all times. If a failure to retrieve a reading or access the meter is due to the account holder (or their agent) a meter access fee may apply.

Meter Access Vehicle Tow Charge **-** The account holder is responsible for keeping the meter box serving the property in a manner that is unobstructed from any vehicles that prevent the City from access. If the City needs to tow a vehicle from the top of the meter box to gain access, the account holder will be assessed this charge.

Data Log Report: - The account holder may request a special read report, called a data log, from those digital meters that support this technology. The log will report the daily and hourly consumption for the past 96 days from the date the data is captured. The account holder is provided one free report per calendar year per location when the account experiences excessive consumption. If the consumption does not meet the excessive consumption criteria or when two or more additional report requests are made in the same calendar year, this fee is applicable. See section *Utility Billing Adjustments* for details.

G. Utility Service Rates & Charges

Water Service and Consumption Charges **–** The monthly base fee for water service is assessed by meter size and is also known as readiness to serve charge, designed to collect revenues to cover some operating and maintenance expenses. This fee is billed to all active accounts and does not include the monthly consumption commodity charges. The water commodity charges are based upon metered water consumption. Water used during construction will be billed at the lowest tier rate structure. Inside Rate refers to consumption rates for meters located inside the city limits of Cocoa; whereas, the Outside Rate refers to consumption rates for meters located outside the city limits of Cocoa. See section *Calculating Consumption* for details. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Sewer Service and Consumption Charges **–** The monthly base fee for sewer service is assessed by meter size and is also known as readiness to serve charge designed to collect revenues to cover some operating and maintenance expenses. This fee is billed to all active accounts and does not include the monthly consumption commodity charges. The sewer commodity charges are based upon metered water consumption. Inside Rate refers to Inside the city limits of Cocoa; whereas, the Outside Rate refers to outside the city limits of Cocoa. See section *Calculating Consumption* for details. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Public Fire Protection Fee **–** The City charges monthly for public fire protection often called a "hydrant charge" to cover the installation and maintenance of fire hydrants.

Incorporated areas – an "inside city' charge per hydrant, per month, is billed to the respective municipality where the hydrant is located.

Unincorporated areas – an "outside city" charge is assessed to every active water meter/account.

Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Private Fire Protection Fee – The City charges monthly for metered and unmetered fire sprinkler connections (fire line) to the potable water system and are based upon the connection size and takes into account the amount of water system capacity required for fire suppression. The charge includes annual testing of fire line backflow prevention assembly. All private fireline accounts shall be billed to and remain active in the name of the property owner. It is the responsibility of the property owner to contact the City of Cocoa upon any changes in property ownership so that the billing may be reflective of the same. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Reclaimed Water Service – Reclaimed water is wastewater that has been treated and transformed into a product that is clean, clear, and odorless. It is not suitable for drinking; however, it is for irrigation and is a major component of the city's water conservation program where available. The monthly base fee for reclaimed water service is assessed by meter size and is also known as the readiness to serve charge designated to collect revenues to cover some operating and maintenance expenses. The reclaimed water commodity charges are based upon metered reclaimed water consumption. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Solid Waste Collection Service – The City charges monthly for residential and commercial collection and disposal of bulk trash, refuse, vegetative waste, recyclable materials, white goods, and construction and demolition debris from residents, business, and other entities within the municipal boundaries of the City of Cocoa. All active, residential water accounts must have solid waste, recycling, and green waste collection billed on the account. ~~All active, multi-family master metered accounts must have commercial service to include green waste and recycling.~~ All active, multi-family master metered accounts are considered commercial service. All commercial water accounts must have solid waste services billed; however, recycling and green waste services are elective by the customer. Senior citizens (over 62) and disabled citizens may be eligible for discounted garbage service. Eligibility criteria can be found on the Residential Garbage Discount Application in the appendix of this manual. A completed application and any supporting documentation must be provided to the Customer Service Division for consideration of discount. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 9 – Health and Sanitation.

Solid Waste Collection Franchise Fee – The City has granted a Contractor the exclusive right, privilege, or franchise to collect and transport for disposal solid waste within the service area. This franchise fee is considered a payment to the City, for an amount permitted by law, in exchange for the rights and privileges granted under the agreement and is passed along to the customer and remitted directly to the City. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 9 – Health and Sanitation.

Backflow Prevention Assembly Testing & Maintenance Charge – Billed monthly on all non-residential accounts for the testing and maintenance of backflows.

Grease Trap – The City charges monthly for a device that separates and retains waterborne greases and grease complexes prior to the wastewater exiting the trap and entering the sanitary sewer collection and treatment system. These devices also serve to collect solids, generated by and from food preparation activities, prior to the water exiting the trap and entering the sanitary sewer collection and treatment system. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 22 – Water and Sewers.

Public Service Tax – This tax is levied on City of Cocoa water service accounts on the total water charge for service including fixed and consumption based charges. Additional information can be found in the City of Cocoa's Code of Ordinances Chapter 19 – Taxation. In addition, other municipalities may enact a public service tax on Cocoa water service.

H. Utility Administrative Fees & Charges

Service Initiation Fee **-** A service initiation fee, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be charged for the processing of every Application for Utility Services to include generating the account, turning on the meter, turning off the meter during termination, etc. This fee does not apply in certain instances where transfer of ownership of an account takes place (i.e. estate accounts, deceased account holder, name change).

The standard service initiation fee will be the default fee for every application processed as this fee offers next available business day service. The same-day service initiation fee will be available upon request and only if the City is capable of offering same-day service for an additional fee. Each application processed shall include only one service initiation fee.

Deposits **–** The City requires water and sewer deposits for any applicant wishing to establish service at any location, except as specified. See section *Application of Deposit and Exemption Criteria*. In some cases, the City may require an increased at-risk deposit after certain conditions occur that increase the potential for risk of loss. See section *Deposits* for details

~~Credit Screening Fee - Due to processing charges by the City's third-party credit check processor a fee will apply when any credit report request is performed.~~

Convenience Fee **-** Due to processing charges by the City's third-party payment processor a convenience fee will apply when paying utility bills online, over the phone, and in person when paying by credit/debit card or e-check.

Late Fee **-** A late fee, as set forth in the current schedule of rates, fees, and charges, will be applied to any utility account whose current bill is not paid in full by the due date. This includes accounts where only a partial payment has been received during the month. This fee may also be applied to any account whose payment arrangement has defaulted or is delinquent. The late fee will be applied to applicable accounts at the close of business on the due date. Payments received after this time, whether in person, by mail, or in the drop-box will still be deemed past due.

Late Fee Exemption **–** An exemption of imposed late fees for eligible customers, as set forth in the current schedule of rates, fees, and charges, will be applied to any qualifying residential account upon application. See section *Discounts and Exemptions* for details.

City of Cocoa Garbage Discount **-** A discount on garbage service for eligible customers inside the City of Cocoa, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be applied to any qualifying residential account upon application. See section *Discounts and Exemptions* for details.

Returned Payment Fee - A returned payment fee shall be applied to the next bill for the processing of any returned payment. See section *Payment Options and Application of Payments* for details.

Collections Processing Fee - This fee is billed to the account holder to recover the actual amount paid by the City to a third-party vendor for account debt collection efforts. See section *Utility Debt Collection* for details.

Utility Lien Recording Fee - This fee is billed to the property owner for the preparation of filing a utility lien or the release of a utility lien, and to recover the amount paid by the City to Brevard County to record legal documents. See section *Utility Debt Collection* for details.

Utility Lien Search Fee - This fee is billed to the requestor for the search of a utility lien and payable to the City of Cocoa's lien search vendor, Orange Lien Data. See section *Utility Debt Collection* for details.

Utility Billing Service Charge – This fee is billed and collected for certain utility services on behalf of other entities in accordance with interlocal agreements. The fee is determined by the cost of billing other municipality and agency service(s) on the regional utility bill and adjusted annually by the consumer price index – all urban consumers. This fee is collected by the City and remitted back to the entity that billed it to offset their contractual billing fees paid to the City.

High Consumption Credit Application Processing Fee – This fee is billed and collected for processing a High Consumption Water Credit Application if an adjustment is granted. If an adjustment does not meet the eligibility requirements, the fee is not charged. See section *Utility Billing Adjustments* for details.

Delinquency Processing and Application of Fee -

A delinquency processing fee for non-payment, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), shall be applied to all accounts with delinquent balances as of ~~5~~ 4:30 p.m. on the delinquency processing date, **regardless if the service is physically disconnected,** and the account shall be subject to interruption of services per Florida Statute 159.18. This includes accounts where only a partial payment has been received during the month or a payment was returned. See section *Payment Options and Application of Payments* for details. This fee may also be applied, immediately, to any account whose approved payment arrangement has defaulted. See section *Customer's Rights Prior to Discontinuance of Service* for details. The delinquency processing fee covers both administrative and field service costs to prepare, process and collect the delinquent account and shall be billed on the next utility bill.

Delinquency Processing: Reasonable efforts shall be made by the City to inform the occupants of delinquency processing and subsequent service interruption as a courtesy. Such efforts may include delinquency notices, phone call, e-mail, text message, or interruption of service for non-payment door hanger. These efforts are considered a courtesy to the customer. Failure to receive any notification will not avoid the necessity of payment and will not delay or avoid interruption of service.

Delinquency Notices are automatically generated for each delinquent bill as a courtesy reminder to all account holders with outstanding balances not paid within forty-five (45) days of the date of the original bill, including weekends, holidays, and City closures. Delinquency Notices are mailed to account holders and can be viewed or downloaded online by registering the utility account through the online bill pay portal at https://cocoafl.firstbilling.com Delinquency Notices can also be sent to property owners of rental properties if a request is made to Customer Service. Delinquency Notices carry a delinquency processing date that is seven (7) days from the date the notice was issued including weekends, holidays, and City closures. **Full payment of the delinquent balance must be received by the City and be applied to the utility account by 4:30 ~~5~~ p.m. on the delinquency processing date provided on the Delinquency Notice to avoid interruption of service and any penalty or processing fees.** It is not recommended to utilize the drop box for delivery of your payment on the delinquency processing date, as all payments placed in the drop box after 8:00 a.m. shall be received and applied to the account the following business day. See section *Payment Options and Application of Payments* for details.

Absent a payment of the full delinquent balance or absent an approved payment arrangement, at ~~5~~ 4:30 p.m. on the delinquency processing date the account shall proceed with automated delinquency processing through the following, regardless if service is physically disconnected:

- The account holder shall forfeit any rights prior to the discontinuance of service. See section *Customer's Rights Prior to Discontinuance of Service* for details.
- The delinquency processing fee and any applicable deposits shall be billed on the next utility bill. See section *Future Deposits* for details.
- A work order to interrupt service shall automatically generate on any date/time after the delinquency processing date at the City's sole discretion and dispatched to the field for completion.
- The outstanding account balance (current charges plus previous charges) must be paid in full before service shall be restored per Florida Statute Chapter 159.18 and City of Cocoa Ordinance Code.

Payment for only the delinquent balance received or processed after ~~5~~ 4:30 p.m. on the delinquency processing date will not avoid an interruption of service, nor will it constitute the necessity of reconnection of service. The outstanding account balance (current charges plus previous charges) must be paid in full before service shall be restored per Florida Statute Chapter 159.18 and City of Cocoa Ordinance Code. Service reconnection may not be guaranteed the same day and must be scheduled by contacting Utility Customer Service during normal business hours once full payment of outstanding account balance is made. Service reconnection outside normal business hours is prohibited. See section *After Hours Reconnection Fee* for details.

Regular billing will follow a Delinquency Notice but will not cancel or extend this delinquency processing date. Failure to make immediate payment on the account may result in subsequent Delinquency Notices generated as additional bills become delinquent. Any subsequent late notice provided with new delinquency processing dates will not supersede or replace the date on the oldest unpaid Delinquency Notice and additional delinquency processing fees may continue to accrue until or unless the full delinquency amount on the account is paid, regardless if the service is physically disconnected.

The City reserves the right to immediately disconnect, remove, and/or terminate the utility service without notification to the account holder upon any returned payment originally presented to the City to prevent or restore services from delinquency processing. See sections *Payment Options and Application of Payments and Involuntary Discontinuance of Service* for details.

All accounts in a delinquent status and remaining disconnected from service for two (2) consecutive billing cycles will be processed for involuntary discontinuance of service and terminated. See section *Involuntary Discontinuance of Service* for details.

For non-property owner accounts in a delinquent status where service has been self-restored and is unauthorized, a tampering fee and a lock fee, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be applied and the account will immediately be processed for involuntary discontinuance of service. See sections *Tampering and Theft of Service* and *Involuntary Discontinuance of Service* for details.

For property owner accounts in a delinquent status where service has been self-restored and there is unauthorized consumption, a tampering fee and a lock fee, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be applied to the account. See section *Tampering and Theft of Service* for details.

Any account holder who does not already have a deposit on account and whose service is processed for nonpayment or involuntarily terminated will be required to pay a deposit and maintain good credit, regardless if they were previously exempted. See section *Deposits* for details.

I. Utility Tampering and Theft of Service Fees & Charges

In accordance with the City of Cocoa Code of Ordinances and Florida Statute Chapter 812.14, it shall be unlawful to willfully alter or tamper with a utility meter, pipe, hydrant, meter seal, fireline, bypass meter, or knowingly allow damage to a meter or other property belonging to the City of Cocoa in such a manner as to cause loss or damage or to prevent any meter installed from registering the quantity of water which would otherwise pass through. Any person may not, knowingly or unknowingly, use water passing through any meter connected with or belonging to the City of Cocoa, after the meter has been altered or tampered with, or cause the City of Cocoa, without its consent, to supply any unauthorized water service to any person, firm, or corporation without reporting the service for payment.

The City of Cocoa reserves the right to prosecute all cases of tampering, utility theft and fraud to the fullest extent of the law.

If tampering or an illegal connection occurs when an account is active, services will be involuntarily discontinued immediately until such fee, including any outstanding balance on the account, is paid in full. See section *Involuntary Discontinuance of Service* for details.

If tampering or an illegal connection occurs when an account is not active, including immediately following involuntary discontinuance of service, the owner of the property shall be fined a penalty and held liable for such tampering and/or illegal connection. In addition to penalty, the property owner will be charged for the amount of any losses or damages sustained for each incident. See sections *Revert to Property Owner* and *Unauthorized Consumption on Inactive Location* for details.

If tampering or an illegal connection occurs to an unmetered hydrant, fireline, bypass meter, or City side service connection, the person and/or the representing company, at the City's discretion, will be charged an illegal connection.

Lock Fee – The City, at its discretion, may choose to immediately place a lock on any meter where service is disconnected to protect its water asset from unauthorized use. The locks intended use is to reduce the City's risk of water theft and subsequent loss of revenue from unauthorized use of service by any person. The lock is not intended to remove the property owner's responsibility to protect their water and sewer piping/utility system and any subsequent theft of metered water. See section *Account Holder Responsibility for Piping* for details.

Tampering Fee - When there is evidence of meter, fireline, line, lock, apparatus, etc. tampering, unauthorized self-restored services, or any unauthorized use of service, a penalty, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be applied to the person responsible for service at that particular location. If the account holder is a non-property owner, the account will immediately be processed for involuntary discontinuance of service and any subsequent tampering and theft of service due to unauthorized use of service will be billed to the property owner. See section *Involuntary Discontinuance of Service* for details.

Meter Removal Charge ~~– ***For a***ny delinquent account in the name of the property owner where~~ When there is evidence of two (2) or more successive tampering or, theft of service incidents causing unauthorized water usage, ~~and the account remains delinquent, a meter removal courtesy notice allowing 10 days in which to pay all outstanding charges will be sent to the service location and the property owner's mailing address as reflected in the records of the Brevard County Property Appraiser. Failure to receive this notice will not delay the meter removal. A property owner requesting a meter removed will automatically waive the 10-day courtesy notice. In either circumstance~~ ~~a~~a meter removal fee will be billed to the property owner's account where the meter was removed~~,~~ as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B). ~~, will be applied to the property owner's account where the meter was removed.~~

Illegal Connection Fee – Whenever there is evidence of a non-metered connection to the utility, through bypassing the meter or in the absence of a meter, a penalty, as set forth in the current Schedule of Rates, Fees, and Charges (Schedule B), will be applied to the applicable account where the illegal connection was removed.

Section 7 – Utility Billing for Service

A. Monthly Utility Bill

Account holders will receive a monthly utility bill for services rendered. The bill can be presented on paper and mailed through the United States Post Office, or it can be presented electronic through e-billing, but not both. To subscribe for e-billing the account holder can visit https://cocoafl.firstbilling.com

Copies of current and historical bills and delinquency notices can be obtained by registering the account at https://cocoafl.firstbilling.com.

B. Failure to Receive Utility Bill

Once a paper utility bill has been placed in the mail or dropped off at the US Post Office~~.~~ or, an e-bill is sent to the various internet service providers, the City is no longer responsible for that utility bill. It is the responsibility of the account holder to ensure that all information on the account, including telephone numbers, mailing address and e-mail address is accurate and current Payment for that utility bill is due to the City even if the account holder does not receive it in the mail or through e-billing e-mail. All account holders who receive utility service with the City, regardless of receiving a bill, are required to remit payment for services received. Failure to receive a utility bill does not exclude any account from penalty or disconnection.

C. Billing Cycle

Account holders are billed on a cyclical basis twelve times per year at approximately monthly intervals. The length of a billing cycle shall often vary month to month depending on variables that influence the ability to read the meter on the same day each month. The service period dates are determined by the date the meter was read the previous month to the date the meter is read the current month.

The initial and final utility bill for a new account holder will be prorated based on the number of days the account is active in the billing cycle and will include charges for all consumption billed at the applicable rate.

Bills are due 20 (twenty) days from the date of issuance. Failure to receive a bill will not avoid the necessity of payment. The bill is past due if payment is not received and posted to the account by the close of business on the due date. Due dates are not adjustable. Should the bill not be paid in time a late fee shall be assessed and billed on the next billing cycle.

The bill is considered past-due if payment is not received and applied to the account on the forty-fifth (45th) day from the billing date of issuance. A courtesy delinquency notice may be mailed, providing the account holder seven (7) additional days to remit immediate payment, for a total of fifty-two (52) days including weekends, holidays, and City closures. Delinquent accounts shall be scheduled for interruption of service as early as the fifty-second (52nd) day and subject to penalties if full payment is not received and posted to the account by the close of business. on the 52nd day from the billing date of the oldest, delinquent bill.

The account balance must be paid in full before service is reconnected. No second notice will be mailed for disconnection due to nonpayment.

The City may attempt a call using an automated notification system to a phone number provided by the account holder alerting the customer as to the planned date of disconnection. It is the responsibility of the account holder to ensure that all information on the account, including telephone numbers and e-mail address, is accurate and current.

D. Meter Reading

Every meter is read once a month unless conditions prevent an actual reading from being obtained and require the bill to be estimated. The bill shall reflect if it has been estimated. Some meters are read by visually inspecting them while others are read through radio frequency. All locations containing a meter will be read on a monthly basis regardless of the status of an account. Staff conducting meter readings will note any meter where readings are questionable or meters that appear to have stopped working. The account holder should maintain the area of the meter box serving the property in a manner that keeps it unobstructed by shrubs, grass, weeds, mulch, dirt, or other similar materials. Similarly, vehicles may not be parked over the water meter. The City of Cocoa will take all measures

necessary to ensure reading of the meter including towing of vehicles. If a failure to retrieve a reading is due to account holder (or their agent) obstruction or due to damage caused by an account holder (or agent), notice will be given to the account holder. If the account holder or agent fails to comply with the notice, a meter access fee will be applied to the account and any costs incurred shall be invoiced and applied to the account holder's account. Meters may not be read the same day each month. The actual date the meter was read for a particular account are shown at the top of each monthly utility bill under the service period.

E. Estimated Billing

The City continually strives to read every meter in the utility system every month. Occasionally, conditions exist that make it difficult to read a meter such as inclement weather, meter maintenance, condensation, flooded meter box, meter accessibility, etc. The City will make a reasonable attempt to secure an exact reading; however, it may be necessary for the City to estimate the water and sewer consumption for the month, using the account holder's monthly average. Any account that has been estimated will reflect such on the utility bill under the current reading column with the designation "**EST**" and the estimated read. Account holders with estimated bills are encouraged to obtain and send a correct reading to Customer Service at 321-433-8400 or customerservice@cocoafl.org. Once an exact reading is obtained, either by the account holder or City staff, on the next monthly utility bill the consumption will be corrected to reflect actual consumption from the previous reading and include any billing adjustments, if necessary.

F. Calculating Consumption

The monthly base fees for water and sewer are assessed by meter size and are also known as readiness to serve charges, designed to collect revenues to cover some operating and maintenance expenses. These fees are billed to all active accounts and do not include the monthly consumption commodity charges.

The water commodity charges are based upon metered water consumption. The previous meter reading is subtracted from the current meter reading to determine the actual water consumption within the billing cycle. These charges are billed to the account holder rounding down to the thousands position within the meter reading and are billed on a per thousand-gallon basis. Sewer charges are billed equal to the amount of metered water use and may include a cap. The City has a tiered conservation rate structure designed to compel the water customer to implement cost effective water conservation measures and practices. A large portion of the charges, using tiers 2, 3, and 4, are based on the quantity of water the customer consumes, while balance is achieved in the City recovering its fixed costs when billed at the lowest, first tier.

If a meter is removed and a new meter is installed between billing cycles, the combined consumption recorded on both the old and new meters will be billed on the next regular billing cycle.

G. Deposits

Billed Deposits – The City requires water and sewer deposits for any applicant wishing to establish service at any location, except as specified. See sections *Application of Deposit and Exemption Criteria* and *Deposits* for details. The deposit may be collected at the time of service request or may be billed on the account holder's first bill. Any applicant with prior debt, who has been involuntarily discontinued from service, who has filed bankruptcy in the past 12 months, who applies for a temporary connection, who has had their meter removed, or who is attempting to activate service after an account has been sent to collections shall pay the deposit prior to the connection or re-connection of service. ~~Any applicant where the credit screening return response indicates the highest level of risk will be required to pay the increased at-risk deposit for water and/or sewer service. See section *Increased At-Risk Deposit* for details.~~

Calculated commercial deposits will be reviewed and updated regularly. The calculation of a deposit may include 6-month historical consumption at same location, or account holder's previous location. If historical data is not available, the deposit may be re-calculated and billed after it becomes available.

Cancellation of automatic debit for utility bill payment, for any reason, may result in deposits being billed to the account.

Interest on any deposit held on an active billed ~~account is~~account is credited to customer accounts annually. The interest rate is annually calculated by the bank's earned interest percentage and updated, if applicable, at the beginning of each fiscal year.

Refunds of Deposits **-** Residential accounts shall have their deposits refunded to the account after twelve (12) consecutive months of good credit, or until services are requested for disconnection, or involuntarily terminated by the City, or until the account holder completes an Automatic Debit (ACH) Agreement and maintains twelve (12) successful and continuous, automatic bank draft.~~, or until the account holder possess little to no delinquency risk upon successful completion of credit screening~~. Good credit is defined as not having been disconnected for non-payment, or not having had two or more returned payments within 12 consecutive months, or not having had two or more delinquency notices within 12 consecutive months, or not having any account be sent thorough debt collection (i.e. collections, lien, etc.).

Commercial accounts and multi-unit residential dwelling accounts, utility deposits will remain on the account until services are requested for disconnection and/or involuntarily terminated by the City.

When services are requested for disconnection or are terminated by the City, any deposit on account will be applied to any balance due, including the final bill, prior to deposits being refunded. Account refund checks will be issued for refunds $1.00 or more to the same name as the account holder and mailed to the last known address unless another address is provided. Any refunds less than $1.00 will not be issued.

Transfer of Deposits **-** Residential deposits held in the same name of the account's contracting party are transferrable from one service location to another service location as long as there is no outstanding debt. Fourteen (14) days shall be provided to the contacting party where service will be connected at both locations upon which the deposit will be transferred to the new service location and the previous service location will be terminated.

Commercial deposits included in the sale of the property are transferrable from the current account holder to the new account holder upon receipt of a notarized letter, or notarized Relinquishing Deposits Authorization from the original depositor, or a copy of the recorded property bill of sale showing inclusion of the deposit in the terms and conditions.

Future Deposits **-** Any account holder who does not already have a deposit on the account and whose service is processed for nonpayment, has two or more returned payments within 12 consecutive months, has two or more delinquency notices issued within 12 consecutive months, or whose automatic debit is prematurely cancelled will be required to pay a deposit and maintain good credit as defined in the above paragraphs, regardless if they were previously exempt. A customer having multiple active accounts will be subject to deposits billed on all of the accounts if good credit is not maintained on any one of the accounts or combination of accounts (as in the case of two returned payments). Alternatively, the account holder can avoid paying these deposits by completing an Automatic Debit (ACH) Agreement and maintain successful and continuous, automatic bank draft for twelve (12) consecutive months.

H. Payment Options and Application of Payments

The City of Cocoa accepts cash, checks (personal, certified, and e-check), money orders, electronic bank payments, and VISA, Mastercard, Discover, or AMEX credit card payments. Unpaid accounts are subject to delinquency processing and late fees until payment is received by the City and posted to the utility account. Any person can voluntarily make a payment on any account for which they are not the account holder of. Any payment presented to the City by any person for any outstanding receivable, service or fee on an account shall not be voluntarily returned by the City. No cash change will be given for checks written for an amount greater than the account balance; any overpayment will be credited to the account holder's account.~~-~~. Payments will be processed and deposited when received. The account holder may request a refund on any credit balance if credit balance is due to scrivener error; however, if the account holder routinely and continuously overpays on the account the credit balance will not be refunded until the account is terminated or the credit balance is exhausted. Accounts with engineering pre-paid services or deposits, resulting in idle credit balances due to customer requirements not being fulfilled, will be refunded after three (3) years of inactivity and/or as deemed by the Utility Director and/or designee. A refund could take up to 3 weeks to process once any payments have cleared our bank. Due to processing charges, individual credit card transactions cannot exceed $5,000 per transaction; however, a customer can make multiple transaction payments

in a day. A Convenience Fee will apply when paying a utility bill online, over the phone, and in person when paying by credit/debit card or e-check. See section *Utility Administrative Fees & Charges* for more details.

Payment by Mail: Check and money order payments can be mailed to City of Cocoa | P.O. Box 1270 | Cocoa, FL 32923-1270. A lockbox provider processes the City's payments each business day as they are received. Please remit payment with the payment stub in the envelope provided in the monthly utility bill. Please do not mail payments to Cocoa City Hall directly as mailed payments will be forwarded to the lockbox provider for processing, resulting in an additional delay in payment being applied to the account. The only payments processed at City Hall are those made through the drop-box or in person.

Payment by Phone*:* An automated, Interactive Voice Response (IVR) system is available 24 hours a day, 7 days a week to accept utility payments by calling 321-433-8400. If a customer prefers to speak to a live agent, they can call the online bill pay provider, First Billing, at 1-855-270-3592 during business hours and a payment agent will take the payment over the phone. A convenience fee will apply when paying by credit/debit card or e-check.

Payment in Person*:* Utility Customers may come into Cocoa City Hall located at 65 Stone Street in Cocoa during regular business hours Monday through Friday from 8 a.m. to 4:30 p.m. (excluding City closures). A convenience feel will apply if paying by credit/debit card.

Payment Online through City of Cocoa's Bill-Pay Portal*:* An online utility billing portal is available for convenient and quick access to utility billing information and payments through the online bill pay service provider, First Billing, by credit/debit or e-check. Comprehensive, current account information, billing history, and payment history is also available online, to include downloading copies of utility bills, making a credit/debit card or e-check payment, and setting up auto-pay. Customers can access the online payment portal at https://cocoafl.firstbilling.com. A convenience fee will apply when paying by credit/debit card or e-check.

Payment Online through Your Bank's Bill-Pay*:* Most financial institutions offer online bill-pay to send payments for you; however, several financial institutions do not send the payment electronically. Rather, some financial institutions print a paper check and remit the payment through the mail *after* the funds are deducted from the bank account, resulting in a delay of payment processing. To avoid adding further delay or a late penalty, please ensure the bank's bill-pay profile includes the correct utility account number and the mailing address for the City's lockbox payment processing center at City of Cocoa | P.O. Box 1270 | Cocoa, FL 32923-1270. If utility service is transferred to a new location, please update the bill-pay profile with the new account number. Schedule bill-pay to allow enough time for the bank to prepare and send the payment as well as the City's lockbox provider to process it before the due date. Payments are applied to utility accounts when they are received, not when they are withdrawn from your bank account.

Payment Drop-Box*:* A drop-box, available 24 hours a day, is located on the south side entrance of Cocoa City Hall for check and money order payments only. No cash payments shall be placed in the drop-box. Any payments placed in the drop-box after 8:00 a.m. will be posted the next business day, thus, penalties may be applied in accordance with this policy.

Automated Clearing House (ACH) Debit from Bank*:* Account holders can have their bill drafted directly from their bank account each billing cycle. Bank drafts for utility billing are processed on the 14th day after the billing date. A completed Automatic Debits (ACH) Agreement form along with a voided check is required to sign up for this service. If an account holder wishes to be removed from the bank draft process, the account holder must complete the Automatic Debit (ACH) Agreement form. If the current bank draft has already processed, the cancellation will not be effective until the next billing cycle. ~~City staff must be notified by the first business day of the month~~. An account holder having multiple accounts activated at different service locations under the same customer identification number and also enroll in automatic bank draft will have the automatic bank draft applied to all accounts under the same customer identification. **It is the account holder's responsibility to inform staff that they do not wish to have it applied to all accounts under a single customer identification.**

Auto-Pay from Credit/Debit Card or E-Check*:* Account holders can have their bill drafted directly from their debit/credit card each billing cycle. To enroll please visit the online bill pay portal at https://cocoafl.firstbilling.com. A convenience fee will apply when paying by credit/debit card or e-check. Returned debits will be handled in the same

manner as returned checks. When new or replaced debit/credit cards are issued by the card issuer, often the card's expiration date, account numbers, and security code may change resulting in declined payments by the card issuer if not updated in our bill pay portal. Please remember to update auto-pay with a new card or checking account information. **It is the account holder's responsibility to update any automated payment information.**

Partial Payments*:* In the event an account holder does not pay the total amount due on an account, City staff will post the partial payment made to the appropriate account. The account balance due must be paid in full to avoid disconnection of service. **At no point will staff return or refuse a payment to an account, unless the refusal of payment method is otherwise described in this policy.** Partial payment of balances due on an account holder's account shall be applied to the oldest account receivable first.

Returned Payments*:* If a customer's payment is returned to the City as unpaid due to insufficient funds, closed account, incorrect account number, bank error, chargeback, or for any other reason, the City will send a letter advising the account holder of the returned payment. The customer has ten (10) days from the date of the letter to substitute the payment with cash or a money order. All penalty fees and delinquency processing procedures will apply including bank errors. Returned credit card transactions, e-checks, checks, and bank drafts will all be handled in the same manner. A returned payment fee will be applied to the next bill and it is the customer's responsibility to recover the returned payment fee from his/her banking institution. See section *Returned Payment Fee* for details.

For any payment that is presented to the City to prevent or restore services from delinquency processing, to pay large past due balances in order to transfer service, or to prevent or restore a meter removal and are subsequently returned for any reason, the City reserves the right to immediately disconnect, lock, remove, and/or terminate the utility service without notification to the account holder. Any account that has had the meter removed/locked shall be required to pay cash or money order to restore service. See section *Involuntary Discontinuance of Service* for details.

Refusal to accept methods of payment*:* All checks must be made payable to the City of Cocoa. Third-party checks are not an acceptable form of payment to the City. A check that is incorrectly filled out does not reflect payment and may be returned to the customer. The City of Cocoa reserves the right to verify funds on any check presented for payment on account before or after accepting such payment. If a customer's banking institution denies the City the ability to verify funds, checks presented for payment may be denied.

The City reserves the right to refuse personal checks and/or credit cards from customers who have had two (2) or more returned payments applied to an account within a twelve (12) month period, thus required the account cash only payments for one (1) year from the date of the last payment return.

Any currency payment suspected of being counterfeit and initially accepted by the City will be noted on the payee's account as a possible counterfeit bill. If that bill is returned by the depositing bank as counterfeit, a returned payment in the amount of the counterfeit currency will post to the noted account.

It is the account holder's responsibility to make arrangements to ensure that a satisfactory payment will reach the City before the due date. All penalty fees and delinquency processing procedures will apply if a satisfactory payment is not received by the City.

I. Cash Only Accounts

Accounts will convert to cash only upon two returned payments within twelve (12) consecutive months, any tampering/self-restoration of service absent payment after delinquency processing, and when any meter is removed. This status shall remain in effect for 12 consecutive months.

J. Account Holder Contact Information

It is the responsibility of the property owner, account holder, or authorized designee to advise the City to whom and to what address bills are to be sent (e.g. new owner or renter). Only an account holder or authorized party can request changes to billing information and statuses. Changes can be requested by phone or sent electronically by e-mail or fax by completing an Account Holder Contact Update form. There is no charge for such changes. **Failure to receive a bill sent by mail or e-mail will not excuse late payment or non-payment of bills.**

K. Transfer of Existing Account Holder to New Contracted Location

If an existing City of Cocoa account holder moves from one location serviced by the City to another location serviced by the City, consumption charges will be billed based upon actual final meter readings at the old location and initial meter readings at the new location. Account holders may transfer service from one location to another as long as there are no account balances that are past due. The remaining amount owed and any fees from a previous service may be transferred to the new account.

If the account holder has an account that is past due, the account holder will have to pay that amount before the account can be transferred. The deposit from the previous account may be transferred and an additional deposit may be required in conjunction with the regulations of this policy.

Utility account holders requesting to transfer their service from one City of Cocoa location to another must follow the application for utility services process, including payment of a service initiation fee. The account holder may also be required to update the deposit at this time. The account holder is still responsible for any outstanding balances at the previous address. Failure to pay such balances will result in involuntary disconnection at the new address.

L. Unauthorized Consumption on Inactive Location

When utility services are provided to a location or property that does not have approved service contracted or established, whether inactive service or voluntarily/involuntary terminated service (i.e. vacant, abandoned property, construction lots, involuntarily terminated for delinquency, rental, squatters, etc.), a utility account shall be activated in the name of the property owner as reflected in the records of the Brevard County Property Appraiser for any unauthorized consumption and utility services, per Florida Statute Chapter 180.135. A. The City of Cocoa shall be responsible to look no further than the property appraiser's office for property owner information. The account shall be billed the higher same day service initiation fee to recover the administrative expense of processing the account and any work orders or communication sent to the property owner. See section *Revert to Property Owner* for details.

Rental Property: Property owners with rental property shall be responsible for paying any rates, fees, and charges accrued for any unauthorized service supplied, metered or unmetered, to the property effective the date tenant utility services are discontinued, either voluntarily or involuntarily, in the tenant's name and/or until a prospective tenant contracts service. Any prior debt and outstanding account balances must be paid in full before service can be connected. See section *Prior Utility Debts* for details.

M. Regional Utility Billing

The City of Cocoa is the contracted billing agent for many other services of several surrounding municipalities. Utility services for Brevard County; the Cities of Rockledge, Cape Canaveral, Titusville and Cocoa Beach; the residential entities Sun Lake and Colony Park are also billed on the Cocoa regional utility bill. The service description on the utility bill clarifies which municipality or entity the service is being provided by and billed for. Payments for these services are collected by the City of Cocoa through the payment of the utility bill. The revenue collected for the services that are contracted for billing, is then reconciled and remitted to the respective municipality or entity each month. For more information on these services and their rates or fees please contact the respective service provider.

Section 8 – Discontinuing Utility Service

A. Termination of Service

Requesting Discontinuance of Service*:* Any account holder requesting discontinuance of service will inform City staff of the location of disconnection, date service is to be disconnected, and the forwarding mailing address for the final bill. Due to privacy issues, the account holder, authorized party, or property owner must be the one to request the termination of service. Property Owners requesting to terminate utility service at any rental dwelling shall be required to complete a Property Owner Request to Terminate Utility Service form prior to the termination of service. Failure to request termination of service or an account at a property, regardless if an account has been established at another property, does not release the responsibility of the account holder of any balance due.

In the event that the account holder has become incapacitated or deceased, legal documentation must be provided that the person requesting termination of service is an authorized representative of the account holder. See section *Estate Account and Deceased Account Holder* for details.

Disconnection Scheduling*:* Under normal conditions, disconnection from the City's utility system ~~may be performed the same day if the request is received prior to 9 a.m. A request received after 9 a.m. may normally~~ will be fulfilled the next available business day. During periods of a high volume of requests work will be scheduled at the next availability.

Closing of a Utility Account*:* Within 15 days after termination of utility service, the account will be closed. All charges, fees and credits (including deposits, refunds, and adjustments) are then applied against the amounts owed the City.

Final Bill*:* An account holder's final bill will be mailed in a timely manner to encourage collection and customer understanding. The final bill will include all consumption used up to the time of service disconnection and any other charges or amounts due. Any balance owed to the City will remain due until paid. All legal means of collection for a delinquent account in arrears will be taken.

Credit Balance*:* A credit refund will be applied to a closed account with a credit balance after final billing. Any credit refund shall first be transferred to another account the account holder is financially responsible for that contains outstanding balances, or a new account where service was recently transferred ~~to. After~~to. After application of either of the aforementioned, a check for the remaining credit will be issued to the account holder and sent to the last known address on record if the credit balance is greater than $1.00. If the credit balance is less than or equal to a $1.00 the amount will be written off and no refund will be provided. Refund checks will only be issued in the name of the account holder.

B. Revert to Property Owner

Upon any discontinuance of service, voluntarily or involuntarily, by any tenant or occupant other than the property owner, the utility billing reverts back to the property owner as the account holder. The account will remain inactive until or unless the property owner or prospective tenant contracts for service, or until there is unauthorized consumption at the location. See *sections Unauthorized Consumption on Inactive Location* and *Tampering and Theft of Service Fees and Charges* for details.

C. Customer's Rights Prior to Discontinuance of Service

Disputed Bills*:* If an account holder believes the City has made an error in calculating a utility bill, or otherwise disputes the obligation to pay the bill, the account holder or the account holder's authorized representative may discuss the matter with a Customer Service Representative. Any dispute of a utility bill must be expressed to the City prior to the due date. When disputing a bill, the customer shall:

- First contact the Customer Service office for clarification.
- If the customer, after contacting a Customer Service Representative, still disputes the bill, the customer has the right to appeal to the Senior Customer Service Representative.
- If the customer, after contacting the Senior Customer Service Representative, still disputes the bill, the customer has the right to appeal to the Customer Service Supervisor.

- If the customer, after contacting the Customer Service Supervisor, still disputes the bill, the customer has the right to file a written appeal to the Utility Customer Service Manager. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill.
- If the customer, after contacting the Utility Customer Service Manager, still disputes the bill, the customer has the right to file a written appeal to the Deputy Finance Director. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill.
- If the customer, after contacting the Deputy Finance Director, still disputes the bill, the customer has the right to file a written appeal to the Finance Director. The Finance Director may defer to the Utilities Director for guidance involving technical specifications regarding the utility system, if necessary. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill.
- If the customer, after contacting the Finance Director, still disputes the bill, the customer has the right to file a written appeal to the City Manager. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill. The City Manager and/or the Assistant City Manager will review the appeal and send a written reply within a reasonable amount of time to the address shown in the utility billing system, noting the decision regarding the appeal and any substantiation for the decision and direction on any further course of action that the customer may take.
- The account of any disapproved appeal shall be assessed penalty, if due, at the time the appeal process is closed.

Extensions & Payment Plan Agreements*:* After an account holder has established six months' worth of history with the City (including billing and payment of such), the account holder will be allowed one extension and one payment plan per 12-month period. A payment plan or extension may be granted on a new account without established history at the discretion of management.

In order to receive an extension, the account holder must come into the Customer Service Division in person, provide identification, and sign a Utility Bill Extension Agreement form. A payment extension may be granted for up to a two-week period; however, due to unforeseen and unusual circumstances, management may grant more than one payment extension per year and/or for a longer term.

In order to receive a payment plan, the account holder must come into Customer Service Division in person, provide identification, and sign a Utility Bill Payment Plan Agreement payment plan may be granted for up to a six-month period; however, due to unforeseen and unusual circumstances, management may grant more than one payment plan per year and/or for a longer term. The extended amount shall be paid along with the current amount billed and due each month. If the payment plan and schedule agreement is not adhered to, the account holder will be charged a delinquency fee and placed on a list to have services disconnected immediately and without notice to the account holder. The account holder's account shall be documented with any payment plan which may be granted.

Extensions or payment plan agreements are not automatic; they are a privilege and will be granted only with proof of extreme hardship and after review of account and payment history. No extensions or payment plans will be approved on or after the date of service disconnection for nonpayment; exceptions may be considered by management but are not guaranteed.

Misapplied payments: On rare occasion, financial institutions may process a check or electronic payment incorrectly leaving a discrepancy between the customer's utility account and bank statement. If a customer believes the payment amount applied to the account balance is incorrect, the customer must provide the City with a copy of the front and back of the cancelled check, credit card statement, or a cash receipt showing the amount the customer believes to be correct. A payment extension may be granted if time is needed to produce the document and a billing adjustment will be made upon verification.

Exceptions*:* Under special circumstances, the City may choose not to interrupt service or reconnect service as part of the delinquency processing, if the City has prior written notice from a medical facility, when the services are provided to a critically ill person or a person on life support equipment and the services are needed to preserve life. Consideration will be provided on a case-by-case basis and only if the account holder provides written notice from a medical facility, executes and fulfills a written payment ~~plan, and~~plan, and is not processed for delinquency again.

D. Involuntary Discontinuance of Service

The City may discontinue utility service for any one of the following reasons:

- Failure of the account holder to pay balances due for utility service as required in these policies.
- Any account in a delinquent status and remains disconnected from service for two (2) consecutive billing cycles.
- Upon discovery of tampering including non-authorized meter connection, by-passing the meter, or altering its function. The account holder is held responsible for any meter tampering. In the absence of an account holder, the owner of the property for which services are provided shall be assessed all charges and penalties.
- Failure of the account holder to permit municipal employees and it's contractors access to their meters at all reasonable hours. Locked gates, loose dogs, parking cars over meters, etc., are considered to be a denial of access and is grounds for discontinuance of service.
- Use of service for unlawful reasons.
- Discovery of a condition which is determined to be hazardous or unsafe.
- Violation of any of the City's other utility service policies and procedures, ordinances, or state or federal law.

The City may notify the Health Department, Code Enforcement, and other municipal offices of the termination of service.

E. Reconnections

When it becomes necessary for the City to discontinue services for any of the reasons listed in this policy, service will be restored after payment of (1) all past due and current bills due to the City, (2) any deposit as required, (3) any material and labor cost incurred by the City, according to the Schedule of Rates, ~~Rees~~,Fees, and Charges (Schedule B), (4) all fees and charges required by this policy, and (5) any discovery of prior debt.

Section 9 – Utility Operational Policies

A. Meter Calibration Testing

Account holders may request that the City test their water meter for accuracy at the rate set forth in the Schedule of Rates, Fees, and Charges (Schedule B). This request must come from the account holder in a written form by submitting a completed Consent to Verify Meter Calibration form and submitting payment of the applicable meter testing fee. As soon as reasonably practical after receiving the request for meter testing, the Water Field Operations shall test the water meter for accuracy. The accuracy limits for testing are 98.5% to 101.5% as recommended by the American Water Works Association.

Should testing reveal that the meter is over-registering consumption (indicating more flow than is actually passing through it) greater than one hundred one and one-half percent (101.5%), then the account holder shall not be responsible for that portion of the bill equivalent to the percentage of error of the meter and the amount shall be adjusted from the account holder's bill for the preceding 12 months of billing, if applicable. The percentage of error is calculated by subtracting the 101.5% accuracy limit from the weighted meter test results. The meter shall be removed from service and replaced at no additional cost to the account holder and the meter testing fee refunded to the account.

Should testing reveal that the meter is under-registering (indicating less flow than is actually passing through it) less than ninety-eight and one-half percent (98.5%), then the account holder shall not be responsible for any unrecorded flow indicated by the percentage of error of the meter. The percentage of error is calculated by subtracting the weighted meter test results from the lower 98.5% accuracy limit. The meter may be removed from service and replaced at no additional cost to the account holder and the meter testing fee shall be refunded to the account. Note: the removal of the meter from service is at the discretion of the City of Cocoa as unregistered water consumption is a loss of revenue to the City of Cocoa and subsequently affects all rate payers.

If a meter test reveals accuracy equal to or within the defined accuracy limits of 98.5% to 101.5%, then the meter shall be placed back in service on the same account and the meter testing fee shall not be refunded to the account holder.

B. Water Quality Complaints

Concerns of the quality of water can be submitted either by phone or in writing by completing the Utility Water Customer Contact Complaint form and submitting it to the Customer Service Division by e-mail or fax. The complaint will be forwarded to the Water Quality Lab for review and response.

C. Damage to Plants and Shrubs

The City is not responsible for damage to plants and shrubs which may be dug up or cut/trimmed in the course of accessing the meter, work on the underground piping system or other apparatus located beyond an account holder's property line or within a utility easement. A reasonable effort will be made to minimize or repair any resulting damage. The account holder is responsible for ensuring that the water meter is not obstructed by plantings, mulch, grass, or any other means. If the City must, in the opinion of the Utilities Director, relocate a meter due to obstruction, the owner of the property will be charged for labor and materials to complete any necessary work.

D. Damage to City Equipment

Any damage caused by the account holder, property owner, or their agent(s) to the City's equipment or property serving an account holder shall be the responsibility of the account holder. The City shall make necessary repairs and charge the account holder for materials and labor for said repairs. Such damage includes, but is not limited to, damage from mowing, vehicles, landscaping, remodeling, during any phase of construction, or excavation.

E. Account Holder Name Change

A name can be changed on an existing account in the event of divorce, marriage, or legal name change. The account holder must present supporting documentation and a valid form of government issued identification with photo. Ex. Valid driver's license, passport, alien registration card, or state issued photo ID (identification will be scanned into

the ~~City;s~~City's records system for attachment to the applicant's account for identification purposes). In the unfortunate case of death see section *Deceased Account Holder and Estate Account* for details.

Existing accounts shall not be transferred into the name of another person that has not contracted service on the exception that the current account holder is deceased. See section *Deceased Account Holder and Estate Account* for details.

F. Deceased Account Holder and Estate Account

Property titled with joint ownership: Upon death of an account holder who is the property owner, a surviving co-owner of the property, as filed with the Brevard County Property Appraiser's Office, must request to transfer the service into their name.

If the City of Cocoa receives notice or determines that an account holder is deceased, notification of account transfer to the surviving co-owner of the property will be mailed to the service address on record.

Property titled with one owner: Upon death of an account holder, the sole property owner, a surviving family member may request to transfer the account into the ownership of an estate for the decedent, if probate has been filed. The City may request legal documentation from the executor or the person responsible for administering an estate. The account will then be established in the estate's name. It is the responsibility of the executor or other person administering the estate to notify the City of any changes in account status. As a courtesy, the City of Cocoa may allow an account to remain in the name of the estate for a period up to six (6) months from the date of transfer. It is the responsibility of the executor or administer of the estate to either disconnect the account or service must be contracted by an authorized person prior to this date.

If the City of Cocoa receives notice or determines that an account holder (property owner) is deceased, notification of account closure will be mailed to the address on record. The letter will set forth a date, a minimum of two (2) weeks from the date of notification or a maximum of six (6) months from the date of death, whichever is greater in time, in which an Application for Utility Service must be completed and received in accordance with this policy in order to continue services at the location of the deceased account holder.

The estate account shall automatically terminate after six (6) months, or the surviving family member may elect to pre-pay a deposit in the amount equivalent of four (4) months of average bills to maintain an active account in the name of the estate as well as contract service as a responsible person for the account. In either case of an estate account being established, if an Application for Utility Service has not been processed to transfer ownership of the account by the advertised time, services may be disconnected without further notice.

Rental property with tenant: If the City of Cocoa receives notice or determines that ~~a~~an account holder (tenant) of a rental property is deceased, notification of account termination will be sent to the service address. The letter will set forth a date, a minimum of two (2) weeks from the date of notification in which an Application for Utility Service must be completed by and received in accordance with this policy in order to continue service at the location of the deceased tenant account holder. Once the account is terminated, any unauthorized consumption will be billed to the property owner. See section *Unauthorized Consumption on Inactive Location*.

G. Utility Billing Adjustments

At any time a billing adjustment is requested, the balance of the account must be paid in accordance with this policy in order to avoid penalty. If an adjustment request is approved, the adjustment will be made to the account and may show as a credit on the next regular monthly bill.

Overcharge or Undercharge Error***:*** If the City has overcharged or undercharged an active account holder for service, the City will correct this error subject to the following procedures:

1. If the City has overcharged an active account holder for a service, the City will credit the account holder's account, without interest, the excess amount on the next monthly bill. When the overcharge is more than $1,000 a reasonable attempt to notify the account holder will be made in addition to the monthly bill. Account holders may request a refund if the account balance was previously paid in full. Credit to an account holder's account is subject to the following limitations:

a. If the account holder should not have been billed the service and the time period over which the overcharge occurred can be determined, the City will credit or refund the excess amount charged the account for that entire interval, provided that such time period shall not exceed the statute of limitations as set forth in the Florida ~~State~~State Statutes.
b. If the account holder should have been billed the service and the inaccurate rate was applied, the City shall refund the excess amount charged not to exceed the preceding 12 billing cycles.
c. If the exact amount of excess charge cannot be determined, the City should take into consideration all information and account history in order to determine the amount due as accurately as possible, not to exceed the preceding 12 billing cycles.
d. If an overcharged account holder owes a past due balance to the City, the City may deduct that past due amount from any refund or credit due the account holder.

2. If the City has overcharged an account holder for services and it is discovered after the account has been terminated and/or made inactive, the account holder forfeits any right to a refund upon the termination and/or inactivation of the account.
3. If the City has undercharged an account holder for service during any of the previous 12 billing cycles, the City will collect the additional amount due to the City by placing the charges on the next monthly bill. When the undercharge is more than $1,000 a reasonable attempt to notify the account holder will be made in addition to the monthly bill. A payment plan or other payment options may be extended to an account holder. If an account holder does not contact the City in order to make payment arrangement for such amount by the bill due date, the account may be disconnected for nonpayment in accordance with this policy.
~~3.~~4. If the City has final billed a terminated or inactive account in error, the City has the right to correct the error and issue an additional bill to the terminated or inactive account.
~~4.~~5. If an undercharge has occurred because of tampering or bypassing a meter or because of other fraudulent or willfully misleading action of the customer, the City shall collect the entire undercharged amount in a lump sum and seek such other rights and remedies as are permitted by law.

Swimming Pools*:* Swimming pools may be filled once a year without the account holder having to pay a sewer usage charge on the water used to fill the pool. In order for an adjustment to be granted, the account holder (or the account holder's representative) must submit a High Consumption Credit Application request for the adjustment within 30 days of the date of the bill for which an adjustment is requested. Sewer consumption will then be calculated to the account holder's previous 6-month average and an adjustment will be made to the bill which includes the dates of usage. All water used to fill a pool will be metered and billed to the account holder.

Excessive Use**:** Excessive use is defined as metered water and/or sewer flow at least 50% greater than the account holder's average monthly consumption amount. Average monthly consumption is based on the six (6) month average prior to the month showing excessive use.

There are a variety of circumstances which may cause an account holder to have a water bill more than their average range for monthly water consumption. These can include, but are not limited to, plumbing leak, faulty toilet, faulty hot water tank, hose bib left on, excessive irrigation, water theft, etc. Often circumstances are intermittent or isolated occurrences where symptoms of water loss may start and stop within the billing cycle, making it very difficult for the account holder to identify the source or cause. The City of Cocoa briefly visits and reads each meter only once a month, often after this unexplained water loss has occurred. At the customer's request, City staff can identify if water is actively flowing through a meter and/or if a leak at the meter connection is actively occurring; however, City staff cannot identify where or how water is/was being used or lost. An Excessive Water Consumption Checklist is included in the appendix of these policies and procedures to aid an account holder in identifying the cause of excessive use. It is the account holder's responsibility to regularly monitor their consumption, identify the source/cause of water loss, and correct the problem causing the excessive consumption as soon as it is discovered. Any billing adjustment is a courtesy to assist the account holder with an extraordinarily high bill. The City is not responsible for the account holder's piping or plumbing beyond the meter/meter connection. See section *Account Holder Responsibility for Piping* for details.

Utility account holders may apply for an adjustment when verified excessive use has occurred. A High Consumption Water-Sewer Credit Application form should be completed by the account holder and submitted to Customer Service

for review. The customer must provide information describing the situation or circumstances that resulted in the loss of water. This should include the cause of the water loss if known, when the problem was discovered, and what action was taken to stop the loss of water. Any documentation verifying the cause of the excessive use should be attached to the form (e.g. plumber's invoice, receipts for purchase of repair equipment, photos of repairs). Water used during construction or remodeling of a property is excluded from an adjustment if water loss is unknown or unexplained. If an adjustment is granted, a High Consumption Application Processing fee will be applied to the account. If the request does not meet the eligibility requirements and the adjustment request is denied, no fee will be applied. See section *Utility Administrative Fees & Charges* for details.

At any time a billing adjustment is requested, the balance of the account must be paid or be on an approved and current payment plan in accordance with this policy in order to avoid penalty and/or disruption of service. If an adjustment request is approved, the adjustment will be applied to the account and may show as a credit on the next regular monthly bill.

City staff shall first verify the meter reading to ensure accuracy of the bill. Upon verification of the meter reading and verification that the consumption amount is 50% greater than the account holder's average monthly consumption, the adjustment request may be considered and is subject to the following eligibility criteria:

1. In the event excessive use occurs within the first six (6) billing cycles of a new account, the account holder's average monthly consumption shall be calculated using one of the following methods:
    a. based off of the active number of billing cycles, excluding the first, if available.
    b. based on a daily average usage, if available, multiplied by 30 days with the daily average being determined after repairs have been made
    c. based on the previous account holder's monthly average usage, if available.
    d. If none of the above are available, it shall be determined after the account holder establishes a monthly average, after repairs have been made.
2. The calculated water credit must be equal to or exceed $50.00 for the billing period in question and shall be calculated as follows:
    a. *Potable water*:
        i. Charges for consumption used at/below the monthly average shall be calculated according to the current rate structure for the period.
        ii. Charges for consumption used over the monthly average shall be re-calculated at the Wholesale Tier 1 rate equal to the expense that the City incurs for treatment and delivery of water service for the period.
        iii. Bill **minus** base rate **minus** calculated monthly average consumption **minus** re-calculated consumption over monthly average = credit.
    b. *Reclaimed water*:
        i. (Billed gallons minus base rate gallons)/base rate gallons = consumption factor.
        ii. Consumption factor multiplied by base rate = adjusted billing
        iii. Bill minus adjusted billing minus base rate = credit
        iv. Bill minus credit = new adjusted bill amount. Note: Account holders served by a reclaimed water utility other than the City of Cocoa must contact the governing reclaimed water utility body to determine their policy on adjustment.
3. The following items do not qualify for a water credit:
    a. Pool fills, including those necessitated by pool repairs/resurfacing.
    b. Landscape/beautification.
    c. Any meter that has been tampered with including non-authorized meter connection, by-passing the meter, or altering its function, does not qualify.
    d. Unexplained water loss during the construction phase or remodeling.
4. Sewer consumption may be adjusted to the account holder's previous 6-month average if the excess water did not go through the sewer system. Note: Account holders served by a sewer utility other than the City of Cocoa must contact the governing sewer utility body to determine their policy on adjustments.
5. A billing adjustment shall be allowed for no more than two consecutive months of excessive usage, on an account. All commercial accounts will be limited to a maximum of two (2) excessive use billing adjustments

within five (5) consecutive years since the first adjustment. All residential and government accounts will not be limited to a maximum; however, each instance shall be reviewed by City staff to determine the validity of the request. ~~as~~ ~~excessive~~Excessive, repetitive leaks or plumbing that isn't corrected will not be eligible for excessive use adjustments.

6. In the event the City of Cocoa declares a state of emergency due to a natural disaster event, such as a hurricane, the eligibility criteria for a high consumption water credit shall be amended for the billing cycle that includes the date(s) of the event and one additional billing cycle post event for a maximum of two billing cycles. All other conditions and eligibility criteria shall remain in effect with the exceptions as follows:
    a. The calculated credit does not have to exceed $50.00.
    b. An approved high consumption adjustment will not count towards the lifetime maximum for any account holder, regardless of account type.
    c. The High Consumption Credit Processing Fee shall be waived.

Any deviation from current City policies and/or procedures by City staff that causes an unnecessary, prolonged, or excessive water leak, resulting in high metered consumption, may be considered for an additional adjustment authorized by City management reviewed on a case by case basis. The adjustment will only be applicable to the amount of water lost within the timeframe the City deviated from policy/procedure.

Stuck Meter*:* Often the symptom of a stuck meter is a few months of no water consumption recorded on an active account. In the event the City believes a meter may be malfunctioning or stuck and under registering water consumption a maintenance crew may be sent to test and/or evaluate the meter and the customer contacted for a status on occupancy. If the meter is determined by City staff to be stuck it will be replaced and the account holder will be billed their average monthly consumption charges for any or all the 12 preceding months they were previously billed zero or no consumption. The City makes every reasonable attempt to detect a stuck meter as soon as possible; however, it can be difficult for the City to determine if the zero or no consumption is due to vacancy or meter malfunction. A commercial property may have a compound meter installed. A compound meter is comprised of two separate meters, the larger meter (TGAL) measures the high flow while the smaller meter (CGAL) registers the low flow. Each meter registers or records only the water that passed through each of them individually; however, for purposes of bill calculation the consumption recorded from each meter is added together and amounts to the total consumption each month. At times one of the meter registers on a compound meter may stop recording consumption while the other is still working and measuring the portion of the consumption that passed through the functioning register. For example, if the low flow meter register stops registering consumption any low flow water passing through the meter will be unregistered while any high flow water passing through the high flow meter is recorded. This scenario will cause the consumption to be billed from only one of the registers, and at time may appear to be a reduction in the customer's average consumption. Alternatively, when the stuck meter is repaired the register will begin again recording consumption that may appear to be high consumption when it's really normal consumption within the customer's average prior to one of the compound meters becoming stuck. Therefore, the City depends on the customer to inform the Customer Service Division if he/she is billed zero or a reduced amount of consumption on an active account when they believe they should be billed otherwise for water use.

H. Utility Debt Collection

The City is authorized to collect delinquent utility fees as promulgated in the City of Cocoa Code of Ordinances Section 22-18.

Utility Collections*:* In the event an account holder has an outstanding balance on another account, the outstanding balance will be transferred to the current account. All delinquency procedures and service charges will apply. Per City of Cocoa Ordinance Section 22-18, the City shall be entitled to recover all costs, including but not limited to, reasonable attorney's fees and/or collection service charges, incurred in collecting delinquent utility fees and charges.

Any fee or charge due to the City which is not paid may be recovered by referring the account to a third-party collection agency and/or bringing an action at law. In addition to any other remedies or penalties provided in this section, failure of any user of the City's utility system to pay said charges promptly when due shall subject such user

to discontinuance of such service. The City Manager or the City Manager's designee is hereby empowered and directed to enforce this provision as to any and all delinquent users.

In accordance with the Telephone Consumer Protection Act (TCPA), the account holder agrees, in order for the City to service a utility account or to collect any amounts you may owe, the City may contact the customer by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges. We may also contact the customer by sending text messages or emails, using any email address provided to the City. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable. By contracting service, the account holder agrees that the City of Cocoa may contact him/her as described above.

Utility Liens*:* All past due and outstanding utilities rates, fees, and charges assessed shall be a lien upon the property with which such rates, fees, and charges are associated, in accordance with Florida Statute Chapter 153.67 and 159.17. The owner of every building, premise, lot, or house shall be obligated to pay the fee for all services provided to his/her premises, which obligation may be enforced by the City by action of law or suit to enforce the lien in the same manner as the foreclosure of mortgages. In the event of such action, the City shall be entitled to recover all court costs and reasonable attorney fees for such collection. In the case that a tenant in possession of any premises or building shall pay said charges, it shall relieve the land owner from such obligation and lien; but the City shall not be required to seek payment from any person whatsoever other than the owner for the payment of such charges.

Utility lien search requests may be submitted online through the City's municipal lien search vendor, Orange Lien Data, at https://order.orangelien.com/index/login.html. Lien search fees shall be payable, at the time of request, to Orange Lien for each request.

I. Internal Audits and Evaluations

Processes, policies, and procedures shall be reviewed internally and this document updated to address any additional changes in current practices that may be found.

Section 7 - Appendix

City of Cocoa Utilities Technical Provisions and Standards Detail

~~***Utility Service Request Terms & Conditions Addendum***~~

Bacteriological Testing Procedures by Private Laboratories

Reclaimed Water Application

Application for Utility Services

Letter of Authorization

Utility Customer Public Records Exemption Request

Residential Discount & Exemption Application

Automatic Debits (ACH) Agreement

Relinquishing Deposits Authorization

Account Holder Contact Update

Property Owner Request to Terminate Utility Service

Excessive Water Consumption Checklist

High Consumption Water-Sewer Credit Application

Consent to Verify Meter Calibration

Utility Water Customer Contact Complaint

City of Cocoa Code of Ordinances

Schedule A – Utility Rates, Fees, and Charges

Schedule B – Miscellaneous Rates, Fees, and Charges

Schedule C – Solid Waste Rates, Fees, and Charges

Florida Statute Chapter 119

Florida Statute Chapter 119.071

Florida Statute Chapter 153.67

Florida Statute Chapter 153.83

Florida Statute Chapter 159.18

Florida Statute Chapter 180.135

Florida Statute Chapter 812.14

Utility Service Rates & Charges

(updated ~~October 2019~~April 2021)

Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits (10%)
5/8 x 3/4 inch	$~~16.44~~14.80	$~~18.08~~16.28
1 inch	$~~39.82~~34.27	$~~43.80~~37.70
1.5 inch	$~~72.22~~79.70	$~~79.44~~87.67
2 inch	$~~180.63~~125.13	$~~198.69~~137.64
3 inch	$~~433.62~~284.13	$~~476.98~~312.54
4 inch	$~~650.42~~488.56	$~~715.46~~537.41
6 inch	$~~1228.63~~1,040.19	$~~1351.49~~1,144.21
8 inch	$~~1707.49~~1,818.96	$~~1878.24~~2,000.86
10 inch	$~~2189.30~~2,727.53	$~~2408.23~~3,000.28

Sewer Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 "	$~~15.89~~17.75	$~~19.87~~22.19
1 inch	$~~29.73~~41.50	$~~37.16~~51.87
1.5 inch	$~~59.62~~96.90	$~~74.53~~121.13
2 inch	$~~148.96~~152.31	$~~186.19~~190.38
3 inch	$~~596.15~~346.23	$~~745.19~~432.79
4 inch	$~~894.22~~595.56	$~~1,117.77~~744.44
6 inch	$~~1,609.61~~1,268.34	$~~2,012.01~~1,585.43
8 inch	$~~2,575.49~~2,218.16	$~~3,219.36~~2,772.70
10 inch	$~~3,702.29~~3,326.28	$~~4,627.86~~4,157.85

Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier	4th Tier
Inside Cocoa City Limits	$3.42	$~~6.55~~6.74	$~~8.54~~9.58	$~~11.50~~12.49
Outside Cocoa City Limits	$3.76	$~~7.21~~7.41	$~~9.39~~10.54	$~~12.65~~13.74
5/8 x 3/4 inch meter	0-~~5~~6	~~7-12~~6-10	~~13-24~~11-20	over ~~24~~20
1 inch meter	0-~~15~~13	~~16-30~~14-25	~~31-60~~26-50	over ~~60~~50
1.5 inch meter	0-~~42~~43	~~43-84~~44-85	~~85-168~~86-170	over ~~168~~170
2 inch meter	0-~~102~~100	~~103-204~~101-200	~~205-408~~201-400	over ~~408~~400
3 inch meter	0-~~420~~300	~~421-840~~301-600	~~841-1680~~601-1200	over ~~1680~~1200
4 inch meter	0-~~690~~425	~~691-1380~~426-850	~~1381-2760~~851-1700	over ~~2760~~1700
6 inch meter	0-~~3300~~3250	~~3301-6600~~3251-6500	~~6601-13200~~6501-13000	over ~~13200~~13000
8 inch meter	0-~~12000~~10000	~~12001-24000~~10001-20000	~~24001-48000~~20001-40000	over ~~48000~~40000
10 inch meter	0-21000	21001-42000	42001-84000	over 84000

Sewer Service Monthly Consumption Rate (per 1,000 gallons)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
All sizes (residential service caps at 12,000 gallons)	$~~7.53~~7.19	$~~9.43~~8.99

Reclaimed Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 inch	$~~9.65~~9.05	$~~12.05~~11.31
1 inch	$~~9.65~~9.05	$~~12.05~~11.31
1.5 inch	$~~48.29~~54.29	$~~60.38~~67.87
2 inch	$~~64.38~~85.96	$~~80.47~~107.45
3 inch	$~~257.50~~196.81	$~~321.89~~246.01
4 inch	$~~386.25~~339.33	$~~482.82~~424.16

Reclaimed Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier
Inside Cocoa City Limits	Included in base	$0.66	$0.96
Outside Cocoa City Limits	Included in base	$0.83	$1.20
5/8 x 3/4 inch meter	0-30	31-60	61+
1 inch meter	0-30	31-60	61+
1.5 inch meter	0-150	151-300	301+
2 inch meter	0-200	201-400	401+
3 inch meter	0-800	801-1600	1601+
4 inch meter	0-1200	1201-2400	2401+

Public Fire Protection Monthly Rate

	Inside City Limits (Incorporated Areas)	Outside City Limits (Unincorporated Areas)
Public Hydrant	$25.89/hydrant	$2.56/account

Private Fire Protection Rate

Meter Size	Inside Cocoa City Limits		Outside Cocoa City Limits	
	Monthly	Yearly	Monthly	Yearly
Up to 4” private fire main	$69.03	$828.36	$75.92	$911.04
Up to 6” private fire main	$84.60	$1,015.20	$93.07	$1,116.84
Up to 8” private fire main	$110.37	$1,324.44	$121.41	$1,456.92
Up to 10” private fire main	$136.12	$1,633.44	$149.74	$1,796.88

Utility Service Rates & Charges

(updated October 2021)

Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits (10%)
5/8 x 3/4 inch	$15.39	$16.93
1 inch	$35.64	$39.20
1.5 inch	$82.89	$91.18
2 inch	$130.14	$143.15
3 inch	$295.50	$325.05
4 inch	$508.10	$558.91
6 inch	$1,081.80	$1,189.98
8 inch	$1,891.72	$2,080.89
10 inch	$2,836.63	$3,120.29

Sewer Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 "	$18.46	$23.08
1 inch	$43.16	$53.94
1.5 inch	$100.78	$125.98
2 inch	$158.40	$198.00
3 inch	$360.08	$450.10
4 inch	$619.38	$774.22
6 inch	$1,319.07	$1,648.85
8 inch	$2,306.89	$2,883.61
10 inch	$3,459.33	$4,324.16

Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier	4th Tier
Inside Cocoa City Limits	$3.56	$7.01	$9.96	$12.99
Outside Cocoa City Limits	$3.92	$7.71	$10.96	$14.29
5/8 x 3/4 inch meter	0-5	6-10	11-20	over 20
1 inch meter	0-13	14-25	26-50	over 50
1.5 inch meter	0-43	44-85	86-170	over 170
2 inch meter	0-100	101-200	201-400	over 400
3 inch meter	0-300	301-600	601-1200	over 1200
4 inch meter	0-425	426-850	851-1700	over 1700
6 inch meter	0-3250	3251-6500	6501-13000	over 13000
8 inch meter	0-10000	10001-20000	20001-40000	over 40000
10 inch meter	0-21000	21001-42000	42001-84000	over 84000

Sewer Service Monthly Consumption Rate (per 1,000 gallons)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
All sizes (residential service caps at 12,000 gallons)	$7.48	$9.35

Reclaimed Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 inch	$9.41	$11.76
1 inch	$9.41	$11.76
1.5 inch	$56.46	$70.58
2 inch	$89.40	$111.75
3 inch	$204.68	$255.85
4 inch	$352.90	$441.13

Reclaimed Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier
Inside Cocoa City Limits	Included in base	$0.69	$1.00
Outside Cocoa City Limits	Included in base	$0.86	$1.25
5/8 x 3/4 inch meter	0-30	31-60	61+
1 inch meter	0-30	31-60	61+
1.5 inch meter	0-150	151-300	301+
2 inch meter	0-200	201-400	401+
3 inch meter	0-800	801-1600	1601+
4 inch meter	0-1200	1201-2400	2401+

Public Fire Protection Monthly Rate

	Inside City Limits (Incorporated Areas)	Outside City Limits (Unincorporated Areas)
Public Hydrant	$26.93/hydrant	$2.66/account

Private Fire Protection Rate

Meter Size	Inside Cocoa City Limits		Outside Cocoa City Limits	
	Monthly	Yearly	Monthly	Yearly
Up to 4” private fire main	$71.79	$861.48	$78.96	$947.52
Up to 6” private fire main	$87.98	$1,055.76	$96.79	$1,161.48
Up to 8” private fire main	$114.78	$1,377.36	$126.27	$1,515.24
Up to 10” private fire main	$141.56	$1,698.72	$155.73	$1,868.76
Up to 12” private fire main	$168.34	$2,020.08	$185.19	$2,222.28

Utility Service Rates & Charges

(updated October 2022)

Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits (10%)
5/8 x 3/4 inch	$16.01	$17.61
1 inch	$37.07	$40.78
1.5 inch	$86.21	$94.83
2 inch	$135.35	$148.89
3 inch	$307.32	$338.05
4 inch	$528.42	$581.26
6 inch	$1,125.07	$1,237.58
8 inch	$1,967.39	$2,164.13
10 inch	$2,950.10	$3,245.11

Sewer Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 "	$19.20	$24.00
1 inch	$44.89	$56.10
1.5 inch	$104.81	$131.02
2 inch	$164.74	$205.92
3 inch	$374.48	$468.10
4 inch	$644.16	$805.19
6 inch	$1,371.83	$1,714.80
8 inch	$2,399.17	$2,998.95
10 inch	$3,597.70	$4,497.13

Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier	4th Tier
Inside Cocoa City Limits	$3.70	$7.29	$10.36	$13.51
Outside Cocoa City Limits	$4.07	$8.02	$11.40	$14.86
5/8 x 3/4 inch meter	0-5	6-10	11-20	over 20
1 inch meter	0-13	14-25	26-50	over 50
1.5 inch meter	0-43	44-85	86-170	over 170
2 inch meter	0-100	101-200	201-400	over 400
3 inch meter	0-300	301-600	601-1200	over 1200
4 inch meter	0-425	426-850	851-1700	over 1700
6 inch meter	0-3250	3251-6500	6501-13000	over 13000
8 inch meter	0-10000	10001-20000	20001-40000	over 40000
10 inch meter	0-21000	21001-42000	42001-84000	over 84000

Sewer Service Monthly Consumption Rate (per 1,000 gallons)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
All sizes (residential service caps at 12,000 gallons)	$7.78	$9.72

Reclaimed Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 inch	$9.79	$12.23
1 inch	$9.79	$12.23
1.5 inch	$58.72	$73.40
2 inch	$92.98	$116.22
3 inch	$212.87	$266.08
4 inch	$367.02	$458.78

Reclaimed Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier
Inside Cocoa City Limits	Included in base	$0.72	$1.04
Outside Cocoa City Limits	Included in base	$0.89	$1.30
5/8 x 3/4 inch meter	0-30	31-60	61+
1 inch meter	0-30	31-60	61+
1.5 inch meter	0-150	151-300	301+
2 inch meter	0-200	201-400	401+
3 inch meter	0-800	801-1600	1601+
4 inch meter	0-1200	1201-2400	2401+

Public Fire Protection Monthly Rate

	Inside City Limits (Incorporated Areas)	Outside City Limits (Unincorporated Areas)
Public Hydrant	$28.01/hydrant	$2.77/account

Private Fire Protection Rate

Meter Size	Inside Cocoa City Limits		Outside Cocoa City Limits	
	Monthly	Yearly	Monthly	Yearly
Up to 4” private fire main	$74.66	$895.92	$82.12	$985.44
Up to 6” private fire main	$91.50	$1,098	$100.66	$1,207.92
Up to 8” private fire main	$119.37	$1,432.44	$131.32	$1,575.84
Up to 10” private fire main	$147.22	$1,766.64	$161.96	$1,943.52
Up to 12” private fire main	$175.07	$2,100.84	$192.60	$2,311.20

Utility Service Rates & Charges

(updated October 2023)

Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits (10%)
5/8 x 3/4 inch	$16.65	$18.32
1 inch	$38.55	$42.41
1.5 inch	$89.66	$98.63
2 inch	$140.76	$154.84
3 inch	$319.61	$351.57
4 inch	$549.56	$604.52
6 inch	$1,170.07	$1,287.08
8 inch	$2,046.09	$2,250.70
10 inch	$3,068.10	$3,374.91

Sewer Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 "	$19.97	$24.96
1 inch	$46.69	$58.34
1.5 inch	$109.00	$136.26
2 inch	$171.33	$214.16
3 inch	$389.46	$486.82
4 inch	$669.93	$837.40
6 inch	$1,426.70	$1,783.39
8 inch	$2,495.14	$3,118.91
10 inch	$3,741.61	$4,677.02

Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier	4th Tier
Inside Cocoa City Limits	$3.85	$7.58	$10.77	$14.05
Outside Cocoa City Limits	$4.24	$8.34	$11.85	$15.46
5/8 x 3/4 inch meter	0-5	6-10	11-20	over 20
1 inch meter	0-13	14-25	26-50	over 50
1.5 inch meter	0-43	44-85	86-170	over 170
2 inch meter	0-100	101-200	201-400	over 400
3 inch meter	0-300	301-600	601-1200	over 1200
4 inch meter	0-425	426-850	851-1700	over 1700
6 inch meter	0-3250	3251-6500	6501-13000	over 13000
8 inch meter	0-10000	10001-20000	20001-40000	over 40000
10 inch meter	0-21000	21001-42000	42001-84000	over 84000

Sewer Service Monthly Consumption Rate (per 1,000 gallons)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
All sizes (residential service caps at 12,000 gallons)	$8.09	$10.11

Reclaimed Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 inch	$10.18	$12.72
1 inch	$10.18	$12.72
1.5 inch	$61.07	$76.34
2 inch	$96.70	$120.87
3 inch	$221.38	$276.72
4 inch	$381.70	$477.13

Reclaimed Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier
Inside Cocoa City Limits	Included in base	$0.75	$1.08
Outside Cocoa City Limits	Included in base	$0.93	$1.35
5/8 x 3/4 inch meter	0-30	31-60	61+
1 inch meter	0-30	31-60	61+
1.5 inch meter	0-150	151-300	301+
2 inch meter	0-200	201-400	401+
3 inch meter	0-800	801-1600	1601+
4 inch meter	0-1200	1201-2400	2401+

Public Fire Protection Monthly Rate

	Inside City Limits (Incorporated Areas)	Outside City Limits (Unincorporated Areas)
Public Hydrant	$29.13/hydrant	$2.88/account

Private Fire Protection Rate

Meter Size	Inside Cocoa City Limits		Outside Cocoa City Limits	
	Monthly	Yearly	Monthly	Yearly
Up to 4” private fire main	$77.65	$931.80	$85.40	$1,024.80
Up to 6” private fire main	$95.16	$1,141.92	$104.69	$1,256.28
Up to 8” private fire main	$124.14	$1,489.68	$136.57	$1,638.84
Up to 10” private fire main	$153.11	$1,837.32	$168.44	$2,021.28
Up to 12” private fire main	$182.07	$2,184.84	$200.30	$2,403.60

Utility Service Rates & Charges

(updated October 2024)

Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits (10%)
5/8 x 3/4 inch	$17.32	$19.05
1 inch	$40.09	$44.10
1.5 inch	$93.25	$102.58
2 inch	$146.39	$161.03
3 inch	$332.39	$365.63
4 inch	$571.54	$628.69
6 inch	$1,216.87	$1,338.56
8 inch	$2,127.93	$2,340.72
10 inch	$3,190.82	$3,509.90

Sewer Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 "	$20.77	$25.96
1 inch	$48.56	$60.67
1.5 inch	$113.36	$141.71
2 inch	$178.18	$222.73
3 inch	$405.04	$506.29
4 inch	$696.73	$870.90
6 inch	$1,483.77	$1,854.73
8 inch	$2,594.95	$3,243.67
10 inch	$3,891.27	$4,864.10

Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier	4th Tier
Inside Cocoa City Limits	$4.00	$7.88	$11.20	$14.61
Outside Cocoa City Limits	$4.40	$8.67	$12.32	$16.07
5/8 x 3/4 inch meter	0-5	6-10	11-20	over 20
1 inch meter	0-13	14-25	26-50	over 50
1.5 inch meter	0-43	44-85	86-170	over 170
2 inch meter	0-100	101-200	201-400	over 400
3 inch meter	0-300	301-600	601-1200	over 1200
4 inch meter	0-425	426-850	851-1700	over 1700
6 inch meter	0-3250	3251-6500	6501-13000	over 13000
8 inch meter	0-10000	10001-20000	20001-40000	over 40000
10 inch meter	0-21000	21001-42000	42001-84000	over 84000

Sewer Service Monthly Consumption Rate (per 1,000 gallons)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
All sizes (residential service caps at 12,000 gallons)	$8.41	$10.51

Reclaimed Water Service Monthly Base Rate (fixed monthly fee)

Meter Size	Inside Cocoa City Limits	Outside Cocoa City Limits
5/8 x 3/4 inch	$10.59	$13.23
1 inch	$10.59	$13.23
1.5 inch	$63.51	$79.39
2 inch	$100.57	$125.70
3 inch	$230.24	$287.79
4 inch	$396.97	$496.22

Reclaimed Water Service Monthly Consumption Rates (per 1,000 gallons)

	1st Tier	2nd Tier	3rd Tier
Inside Cocoa City Limits	Included in base	$0.78	$1.12
Outside Cocoa City Limits	Included in base	$0.97	$1.40
5/8 x 3/4 inch meter	0-30	31-60	61+
1 inch meter	0-30	31-60	61+
1.5 inch meter	0-150	151-300	301+
2 inch meter	0-200	201-400	401+
3 inch meter	0-800	801-1600	1601+
4 inch meter	0-1200	1201-2400	2401+

Public Fire Protection Monthly Rate

	Inside City Limits (Incorporated Areas)	Outside City Limits (Unincorporated Areas)
Public Hydrant	$30.30/hydrant	$3.00/account

Private Fire Protection Rate

Meter Size	Inside Cocoa City Limits		Outside Cocoa City Limits	
	Monthly	Yearly	Monthly	Yearly
Up to 4” private fire main	$80.76	$969.12	$88.82	$1,065.84
Up to 6” private fire main	$98.97	$1,187.64	$108.88	$1,306.56
Up to 8” private fire main	$129.11	$1,549.32	$142.03	$1,704.36
Up to 10” private fire main	$159.23	$1,910.76	$175.18	$2,102.16
Up to 12” private fire main	$189.35	$2,272.20	$208.31	$2,499.72

Utility Impact & Connection Fees

Water Service Impact Fee

Meter Size	ERC	Reclaimed Water Not Available	Reclaimed Water Available
5/8 x 3/4 inch (SFR only)	1.00	$1,750	$1,300
5/8 x 3/4 inch (not SFR)	1.00	$1,750	$1,750
1 inch	2.50	$4,375	$4,375
1.5 inch	6.00	$10,500	$10,500
2 inch	9.50	$16,625	$16,625
3 inch	21.75	$38,062.50	$38,062.50
4 inch	37.50	$65,625	$65,625
6 inch	80.00	$140,000	$140,000
8 inch	140.00	$245,000	$245,000
10 inch	210.00	$367,500	$367,500
Unit Description	ERC/unit	Reclaimed Water Not Available	Reclaimed Water Available
Single Family Residence	1.00	$1,750	$1,300
Apartment or Condo: 1 Bath	0.80	$1,400	$1,400
Apartment or Condo: 2 or more Bath	1.00	$1,750	$1,750
Hotel/Motel	0.60	$1,050	$1,050

South Mainland Water Connection Fee

129A	$887.98 per ERC
129B	$789.77 per ERC

Sewer Service Impact Fee

Sewer Impact Fee	$1,250 per ERC
Sewer Force Main Fee	$1,450 per ERC

Reclaimed Water Service Connection Fee

Meter Size	Connection Charge
5/8 x 3/4 inch	$301
1 inch	$425
1.5 inch	$700
2 inch	$1,000

Utility Field Service & Installation Fees & Charges

Water Service Line Installation Charge	
Short Service	
3/4" short service line only	$~~500~~ 610
1" short service line only	$~~520~~ 650
Long Service	
3/4" long service line only	$~~690~~ 890
1" long service line only	$~~710~~ 950
~~Directional Push~~	~~$420~~
Open Cut	estimated by Engineering Division

Meter Installation/Replacement Charges	
Meter Size	
5/8 x 3/4 inch	$~~260~~320
1 inch	$~~320~~390
1.5 inch	$~~560~~610
2.0 inch	$~~650~~720

Meter Relocation/Adjustment Charges	
Meter Size	
5/8 x 3/4 inch	$~~260~~310
1 inch	$~~320~~350
> 1 inch	requires estimate from Engineering

Other Installation Charges	Installation/ Relocation Charge	Refundable Deposit
Spray Truck Meter Installation Charge	$~~315~~ 330	$750
Temporary 3" Jumper Meter Installation Charge	$~~50~~ 70	$750
Temporary 2" Construction Meter Installation Charge (all water used will be billed at the tier 1 rate)	$~~50~~ 70	$750
Fire Hydrant Maintenance Charge	$~~175~~ 90	N/A

Miscellaneous Field Service Fees & Charges	
Plan Review and Construction Inspection Charge	$~~500~~580
Hydrant Residual Flow Test Charge	$~~100~~120
Fire Line Painting Charge	$~~400~~230
Meter Station Painting Charge	$~~400~~230
Meter Calibration Testing Charge (5/8 x 3/4 inch to 2 inch)	$~~60~~65
Meter Calibration Testing Charge (3 inch and larger)	$~~100~~120
Service Call Fee (during regular business hours)	$~~30~~32
~~Service Call Fee (outside regular business hours)~~	~~$75~~
After Hours Reconnection Fee	$~~75~~76
Meter Access Fee	$~~30~~31
Meter Access Tow Charge	$75
Data Log Report (only available on digital/smart meters)	$~~30~~35

Utility Field Service & Installation Fees & Charges
(continued)

Backflow Prevention Assembly Installation Charge					
Reduced Pressure		Double Check		Dual Check	
Meter Size	Charge	Meter Size	Charge	Meter Size	Charge
5/8 x ¾ inch	$~~400~~405	5/8 x ¾ inch residential	$~~160~~ 200	5/8 x ¾ inch	$40
1 inch	$~~430~~440	5/8 x ¾ inch non-residential	$~~360~~ 280	1 inch	$50
1.5 inch	$~~690~~740	1 inch	$~~370~~ 380		
2 inch	$~~800~~ 880	1.5 inch	$~~650~~ 590		
		2 inch	$~~740~~ 760		
Note: Larger meters and other installations are estimated on a case by case basis					

Backflow Prevention Assembly Testing & Maintenance Charge (Non-residential accounts/billed monthly)	
Meter Size	Monthly Charge
5/8 x 3/4 inch to 2 inch	$5.42
3 inch to 10 inch	$14.60

Other Utility Rates & Monthly Service Charges	
Grease Trap	$8.34
Public Service Tax	10% of water charges

Utility Administrative Fees & Charges

Administrative Fees & Charges	
Service Initiation Fee (next business day)	$~~30~~45
Service Initiation Fee (same day, if available & unauthorized consumption owner meter bills)	$~~60~~90
Credit Screening Fee	Actual cost or $5 minimum
Convenience Fee	$2.99 per transaction if transaction < = $300 2.65% per transaction if transaction > $300 Per transaction limit = $5,000
Late Fee	$5 or 1.5% per month (whichever is greater) 18% per annum
Returned Payment Fee	$25 if payment value < = $50 $30 if payment value > $50 and <= $300 $40 or 5% (whichever is greater) if payment value < $300
Collection Fee	33% of account balance
Utility Lien Processing & Recording Fee	$50
Utility Lien Search Fee	$45 rushed service with account history
Billing Service Charge	$1.14/month for the 1st service; $0.49/month for each additional service
High Consumption Credit Application Processing Fee	$5
Delinquency Processing Fee	$50
City of Cocoa Garbage Discount	$1

Tampering and Theft of Service Fees & Charges	
Lock Fee	$~~50~~60
Tampering Fee	$150 first instance, $300 second instance, $500 third instance (same customer/same location)
Meter Removal Charge	$300 each instance
Illegal Connection Fee	Estimated usage (minimum 100,000 gallons) on size of meter intended for service line plus incidental costs

Utility Deposits

Water			Sewer
Meter Size	Residential	Commercial	All Classes
5/8 x 3/4 inch	$60	6 month average x 2.5	$100
1 inch	$70		$100
1.5 inch	$120		$100
2 inch	$170		$100
3 inch	$220		$100
4 inch	$270		$100
6 inch	$320		$100
8 inch	$370		$100

Utility Impact & Connection Fees

Water Service Impact Fee

Meter Size	ERC	Reclaimed Water Not Available	Reclaimed Water Available
5/8 x 3/4 inch (SFR only)	1.00	$1,750	$1,300
5/8 x 3/4 inch (not SFR)	1.00	$1,750	$1,750
1 inch	2.50	$4,375	$4,375
1.5 inch	6.00	$10,500	$10,500
2 inch	9.50	$16,625	$16,625
3 inch	21.75	$38,062.50	$38,062.50
4 inch	37.50	$65,625	$65,625
6 inch	80.00	$140,000	$140,000
8 inch	140.00	$245,000	$245,000
10 inch	210.00	$367,500	$367,500
Unit Description	ERC/unit	Reclaimed Water Not Available	Reclaimed Water Available
Single Family Residence	1.00	$1,750	$1,300
Apartment or Condo: 1 Bath	0.80	$1,400	$1,400
Apartment or Condo: 2 or more Bath	1.00	$1,750	$1,750
Hotel/Motel	0.60	$1,050	$1,050

South Mainland Water Connection Fee

129A	$887.98 per ERC
129B	$789.77 per ERC

Sewer Service Impact Fee

Sewer Impact Fee	$1,406 per ERC
Sewer Force Main Fee	$1,450 per ERC

Reclaimed Water Service Connection Fee

Meter Size	Connection Charge
5/8 x 3/4 inch	$301
1 inch	$425
1.5 inch	$700
2 inch	$1,000

Utility Field Service & Installation Fees & Charges

Water Service Line Installation Charge

Short Service	
3/4" short service line only	$610
1" short service line only	$650
Long Service	
3/4" long service line only	$890
1" long service line only	$950
Open Cut	estimated by Engineering Division

Meter Installation/Replacement Charges

Meter Size	
5/8 x 3/4 inch	$320
1 inch	$390
1.5 inch	$610
2.0 inch	$720

Meter Relocation/Adjustment Charges

Meter Size	
5/8 x 3/4 inch	$310
1 inch	$350
> 1 inch	requires estimate from Engineering

Other Installation Charges

	Installation/ Relocation Charge	Refundable Deposit
Spray Truck Meter Installation Charge	$330	$750
Temporary 3" Jumper Meter Installation Charge	$70	$750
Temporary 2" Construction Meter Installation Charge (all water used will be billed at the tier 1 rate)	$70	$750
Fire Hydrant Maintenance Charge	$90	N/A

Miscellaneous Field Service Fees & Charges

Plan Review and Construction Inspection Charge	$580
Hydrant Residual Flow Test Charge	$120
Fire Line Painting Charge	$230
Meter Station Painting Charge	$230
Meter Calibration Testing Charge (5/8 x 3/4 inch to 2 inch)	$65
Meter Calibration Testing Charge (3 inch and larger)	$120
Service Call Fee (during regular business hours)	$32
After Hours Reconnection Fee	$76
Meter Access Fee	$31
Meter Access Tow Charge	$75
Data Log Report (only available on digital/smart meters)	$35

Utility Field Service & Installation Fees & Charges
(continued)

Backflow Prevention Assembly Installation Charge

Reduced Pressure		Double Check		Dual Check	
Meter Size	Charge	Meter Size	Charge	Meter Size	Charge
5/8 x ¾ inch	$405	5/8 x ¾ inch residential	$200	5/8 x ¾ inch	$40
1 inch	$440	5/8 x ¾ inch non-residential	$280	1 inch	$50
1.5 inch	$740	1 inch	$380		
2 inch	$880	1.5 inch	$590		
		2 inch	$760		
Note: Larger meters and other installations are estimated on a case by case basis					

Backflow Prevention Assembly Testing & Maintenance Charge
(Non-residential accounts/billed monthly)

Meter Size	Monthly Charge
5/8 x 3/4 inch to 2 inch	$5.42
3 inch to 10 inch	$14.60

Other Utility Rates & Monthly Service Charges

Grease Trap	$8.34
Public Service Tax	10% of water charges

Utility Administrative Fees & Charges

Administrative Fees & Charges	
Service Initiation Fee (next business day)	$45
Service Initiation Fee (same day, if available & unauthorized consumption owner meter bills)	$90
Credit Screening Fee	Actual cost or $5 minimum
Convenience Fee	$2.99 per transaction if transaction < = $300 2.65% per transaction if transaction > $300 Per transaction limit = $5,000
Late Fee	$5 or 1.5% per month (whichever is greater) 18% per annum
Returned Payment Fee	$25 if payment value < = $50 $30 if payment value > $50 and <= $300 $40 or 5% (whichever is greater) if payment value < $300
Collection Fee	33% of account balance
Utility Lien Processing & Recording Fee	$50
Utility Lien Search Fee	$45 rushed service with account history
Billing Service Charge	$1.14/month for the 1st service; $0.49/month for each additional service
High Consumption Credit Application Processing Fee	$5
Delinquency Processing Fee	$50
City of Cocoa Garbage Discount	$1

Tampering and Theft of Service Fees & Charges	
Lock Fee	$60
Tampering Fee	$150 first instance, $300 second instance, $500 third instance (same customer/same location)
Meter Removal Charge	$300 each instance
Illegal Connection Fee	Estimated usage (minimum 100,000 gallons) on size of meter intended for service line plus incidental costs

Utility Deposits

Water			Sewer
Meter Size	Residential	Commercial	All Classes
5/8 x 3/4 inch	$60	6 month average x 2.5	$100
1 inch	$70		$100
1.5 inch	$120		$100
2 inch	$170		$100
3 inch	$220		$100
4 inch	$270		$100
6 inch	$320		$100
8 inch	$370		$100

Utility Impact & Connection Fees

Water Service Impact Fee			
Meter Size	ERC	Reclaimed Water Not Available	Reclaimed Water Available
5/8 x 3/4 inch (SFR only)	1.00	$1,750	$1,300
5/8 x 3/4 inch (not SFR)	1.00	$1,750	$1,750
1 inch	2.50	$4,375	$4,375
1.5 inch	6.00	$10,500	$10,500
2 inch	9.50	$16,625	$16,625
3 inch	21.75	$38,062.50	$38,062.50
4 inch	37.50	$65,625	$65,625
6 inch	80.00	$140,000	$140,000
8 inch	140.00	$245,000	$245,000
10 inch	210.00	$367,500	$367,500
Unit Description	ERC/unit	Reclaimed Water Not Available	Reclaimed Water Available
Single Family Residence	1.00	$1,750	$1,300
Apartment or Condo: 1 Bath	0.80	$1,400	$1,400
Apartment or Condo: 2 or more Bath	1.00	$1,750	$1,750
Hotel/Motel	0.60	$1,050	$1,050

South Mainland Water Connection Fee	
129A	$887.98 per ERC
129B	$789.77 per ERC

Sewer Service Impact Fee	
Sewer Impact Fee	$1,562 per ERC
Sewer Force Main Fee	$1,450 per ERC

Reclaimed Water Service Connection Fee	
Meter Size	Connection Charge
5/8 x 3/4 inch	$301
1 inch	$425
1.5 inch	$700
2 inch	$1,000

Utility Field Service & Installation Fees & Charges

Water Service Line Installation Charge	
Short Service	
3/4" short service line only	$720
1" short service line only	$780
Long Service	
3/4" long service line only	$1,090
1" long service line only	$1,190
Open Cut	estimated by Engineering Division

Meter Installation/Replacement Charges	
Meter Size	
5/8 x 3/4 inch	$380
1 inch	$460
1.5 inch	$660
2.0 inch	$790

Meter Relocation/Adjustment Charges	
Meter Size	
5/8 x 3/4 inch	$360
1 inch	$380
> 1 inch	requires estimate from Engineering

Other Installation Charges	Installation/ Relocation Charge	Refundable Deposit
Spray Truck Meter Installation Charge	$340	$750
Temporary 3" Jumper Meter Installation Charge	$90	$750
Temporary 2" Construction Meter Installation Charge (all water used will be billed at the tier 1 rate)	$90	$750
Fire Hydrant Maintenance Charge	$90	N/A

Miscellaneous Field Service Fees & Charges	
Plan Review and Construction Inspection Charge	$660
Hydrant Residual Flow Test Charge	$140
Fire Line Painting Charge	$230
Meter Station Painting Charge	$230
Meter Calibration Testing Charge (5/8 x 3/4 inch to 2 inch)	$70
Meter Calibration Testing Charge (3 inch and larger)	$140
Service Call Fee (during regular business hours)	$34
After Hours Reconnection Fee	$77
Meter Access Fee	$32
Meter Access Tow Charge	$75
Data Log Report (only available on digital/smart meters)	$40

Utility Field Service & Installation Fees & Charges
(continued)

Backflow Prevention Assembly Installation Charge

Reduced Pressure		Double Check		Dual Check	
Meter Size	Charge	Meter Size	Charge	Meter Size	Charge
5/8 x ¾ inch	$410	5/8 x ¾ inch residential	$240	5/8 x ¾ inch	$80
1 inch	$450	5/8 x ¾ inch non-residential	$280	1 inch	$100
1.5 inch	$790	1 inch	$390		
2 inch	$960	1.5 inch	$590		
		2 inch	$780		
Note: Larger meters and other installations are estimated on a case by case basis					

Backflow Prevention Assembly Testing & Maintenance Charge
(Non-residential accounts/billed monthly)

Meter Size	Monthly Charge
5/8 x 3/4 inch to 2 inch	$5.42
3 inch to 10 inch	$14.60

Other Utility Rates & Monthly Service Charges

Grease Trap	$8.34
Public Service Tax	10% of water charges

Utility Administrative Fees & Charges

Administrative Fees & Charges	
Service Initiation Fee (next business day)	$45
Service Initiation Fee (same day, if available & unauthorized consumption owner meter bills)	$90
Credit Screening Fee	Actual cost or $5 minimum
Convenience Fee	$2.99 per transaction if transaction < = $300 2.65% per transaction if transaction > $300 Per transaction limit = $5,000
Late Fee	$5 or 1.5% per month (whichever is greater) 18% per annum
Returned Payment Fee	$25 if payment value < = $50 $30 if payment value > $50 and <= $300 $40 or 5% (whichever is greater) if payment value < $300
Collection Fee	33% of account balance
Utility Lien Processing & Recording Fee	$50
Utility Lien Search Fee	$45 rushed service with account history
Billing Service Charge	$1.14/month for the 1st service; $0.49/month for each additional service
High Consumption Credit Application Processing Fee	$10
Delinquency Processing Fee	$60
City of Cocoa Garbage Discount	$1

Tampering and Theft of Service Fees & Charges	
Lock Fee	$70
Tampering Fee	$150 first instance, $300 second instance, $500 third instance (same customer/same location)
Meter Removal Charge	$300 each instance
Illegal Connection Fee	Estimated usage (minimum 100,000 gallons) on size of meter intended for service line plus incidental costs

Utility Deposits

Water			Sewer
Meter Size	Residential	Commercial	All Classes
5/8 x 3/4 inch	$60	6 month average x 2.5	$100
1 inch	$70		$100
1.5 inch	$120		$100
2 inch	$170		$100
3 inch	$220		$100
4 inch	$270		$100
6 inch	$320		$100
8 inch	$370		$100

Utility Impact & Connection Fees

Water Service Impact Fee

Meter Size	ERC	Reclaimed Water Not Available	Reclaimed Water Available
5/8 x 3/4 inch (SFR only)	1.00	$1,750	$1,300
5/8 x 3/4 inch (not SFR)	1.00	$1,750	$1,750
1 inch	2.50	$4,375	$4,375
1.5 inch	6.00	$10,500	$10,500
2 inch	9.50	$16,625	$16,625
3 inch	21.75	$38,062.50	$38,062.50
4 inch	37.50	$65,625	$65,625
6 inch	80.00	$140,000	$140,000
8 inch	140.00	$245,000	$245,000
10 inch	210.00	$367,500	$367,500
Unit Description	ERC/unit	Reclaimed Water Not Available	Reclaimed Water Available
Single Family Residence	1.00	$1,750	$1,300
Apartment or Condo: 1 Bath	0.80	$1,400	$1,400
Apartment or Condo: 2 or more Bath	1.00	$1,750	$1,750
Hotel/Motel	0.60	$1,050	$1,050

South Mainland Water Connection Fee

129A	$887.98 per ERC
129B	$789.77 per ERC

Sewer Service Impact Fee

Sewer Impact Fee	$1,719 per ERC
Sewer Force Main Fee	$1,450 per ERC

Reclaimed Water Service Connection Fee

Meter Size	Connection Charge
5/8 x 3/4 inch	$301
1 inch	$425
1.5 inch	$700
2 inch	$1,000

Utility Field Service & Installation Fees & Charges

Water Service Line Installation Charge	
Short Service	
3/4" short service line only	$840
1" short service line only	$915
Long Service	
3/4" long service line only	$1,300
1" long service line only	$1,440
Open Cut	estimated by Engineering Division

Meter Installation/Replacement Charges	
Meter Size	
5/8 x 3/4 inch	$450
1 inch	$530
1.5 inch	$710
2.0 inch	$850

Meter Relocation/Adjustment Charges	
Meter Size	
5/8 x 3/4 inch	$400
1 inch	$400
> 1 inch	requires estimate from Engineering

Other Installation Charges	Installation/ Relocation Charge	Refundable Deposit
Spray Truck Meter Installation Charge	$350	$750
Temporary 3" Jumper Meter Installation Charge	$100	$750
Temporary 2" Construction Meter Installation Charge (all water used will be billed at the tier 1 rate)	$100	$750
Fire Hydrant Maintenance Charge	$90	N/A

Miscellaneous Field Service Fees & Charges	
Plan Review and Construction Inspection Charge	$750
Hydrant Residual Flow Test Charge	$150
Fire Line Painting Charge	$230
Meter Station Painting Charge	$230
Meter Calibration Testing Charge (5/8 x 3/4 inch to 2 inch)	$75
Meter Calibration Testing Charge (3 inch and larger)	$160
Service Call Fee (during regular business hours)	$36
After Hours Reconnection Fee	$78
Meter Access Fee	$33
Meter Access Tow Charge	$75
Data Log Report (only available on digital/smart meters)	$45

Utility Field Service & Installation Fees & Charges
(continued)

Backflow Prevention Assembly Installation Charge

Reduced Pressure		Double Check		Dual Check	
Meter Size	Charge	Meter Size	Charge	Meter Size	Charge
5/8 x ¾ inch	$415	5/8 x ¾ inch residential	$260	5/8 x ¾ inch	$125
1 inch	$470	5/8 x ¾ inch non-residential	$280	1 inch	$135
1.5 inch	$830	1 inch	$400		
2 inch	$1,030	1.5 inch	$590		
		2 inch	$800		
Note: Larger meters and other installations are estimated on a case by case basis					

Backflow Prevention Assembly Testing & Maintenance Charge
(Non-residential accounts/billed monthly)

Meter Size	Monthly Charge
5/8 x 3/4 inch to 2 inch	$5.42
3 inch to 10 inch	$14.60

Other Utility Rates & Monthly Service Charges

Grease Trap	$8.34
Public Service Tax	10% of water charges

Utility Administrative Fees & Charges

Administrative Fees & Charges	
Service Initiation Fee (next business day)	$45
Service Initiation Fee (same day, if available & unauthorized consumption owner meter bills)	$90
Credit Screening Fee	Actual cost or $5 minimum
Convenience Fee	$2.99 per transaction if transaction < = $300 2.65% per transaction if transaction > $300 Per transaction limit = $5,000
Late Fee	$5 or 1.5% per month (whichever is greater) 18% per annum
Returned Payment Fee	$25 if payment value < = $50 $30 if payment value > $50 and <= $300 $40 or 5% (whichever is greater) if payment value < $300
Collection Fee	33% of account balance
Utility Lien Processing & Recording Fee	$50
Utility Lien Search Fee	$45 rushed service with account history
Billing Service Charge	$1.14/month for the 1st service; $0.49/month for each additional service
High Consumption Credit Application Processing Fee	$15
Delinquency Processing Fee	$70
City of Cocoa Garbage Discount	$1

Tampering and Theft of Service Fees & Charges	
Lock Fee	$80
Tampering Fee	$150 first instance, $300 second instance, $500 third instance (same customer/same location)
Meter Removal Charge	$300 each instance
Illegal Connection Fee	Estimated usage (minimum 100,000 gallons) on size of meter intended for service line plus incidental costs

Utility Deposits

Water			Sewer
Meter Size	Residential	Commercial	All Classes
5/8 x 3/4 inch	$60	6 month average x 2.5	$100
1 inch	$70		$100
1.5 inch	$120		$100
2 inch	$170		$100
3 inch	$220		$100
4 inch	$270		$100
6 inch	$320		$100
8 inch	$370		$100

Utility Impact & Connection Fees

Water Service Impact Fee

Meter Size	ERC	Reclaimed Water Not Available	Reclaimed Water Available
5/8 x 3/4 inch (SFR only)	1.00	$1,750	$1,300
5/8 x 3/4 inch (not SFR)	1.00	$1,750	$1,750
1 inch	2.50	$4,375	$4,375
1.5 inch	6.00	$10,500	$10,500
2 inch	9.50	$16,625	$16,625
3 inch	21.75	$38,062.50	$38,062.50
4 inch	37.50	$65,625	$65,625
6 inch	80.00	$140,000	$140,000
8 inch	140.00	$245,000	$245,000
10 inch	210.00	$367,500	$367,500
Unit Description	ERC/unit	Reclaimed Water Not Available	Reclaimed Water Available
Single Family Residence	1.00	$1,750	$1,300
Apartment or Condo: 1 Bath	0.80	$1,400	$1,400
Apartment or Condo: 2 or more Bath	1.00	$1,750	$1,750
Hotel/Motel	0.60	$1,050	$1,050

South Mainland Water Connection Fee

129A	$887.98 per ERC
129B	$789.77 per ERC

Sewer Service Impact Fee

Sewer Impact Fee	$1,875 per ERC
Sewer Force Main Fee	$1,450 per ERC

Reclaimed Water Service Connection Fee

Meter Size	Connection Charge
5/8 x 3/4 inch	$301
1 inch	$425
1.5 inch	$700
2 inch	$1,000

Utility Field Service & Installation Fees & Charges

Water Service Line Installation Charge	
Short Service	
3/4" short service line only	$840
1" short service line only	$915
Long Service	
3/4" long service line only	$1,300
1" long service line only	$1,440
Open Cut	estimated by Engineering Division

Meter Installation/Replacement Charges	
Meter Size	
5/8 x 3/4 inch	$450
1 inch	$530
1.5 inch	$710
2.0 inch	$850

Meter Relocation/Adjustment Charges	
Meter Size	
5/8 x 3/4 inch	$400
1 inch	$400
> 1 inch	requires estimate from Engineering

Other Installation Charges	Installation/ Relocation Charge	Refundable Deposit
Spray Truck Meter Installation Charge	$350	$750
Temporary 3" Jumper Meter Installation Charge	$100	$750
Temporary 2" Construction Meter Installation Charge (all water used will be billed at the tier 1 rate)	$100	$750
Fire Hydrant Maintenance Charge	$90	N/A

Miscellaneous Field Service Fees & Charges	
Plan Review and Construction Inspection Charge	$750
Hydrant Residual Flow Test Charge	$150
Fire Line Painting Charge	$230
Meter Station Painting Charge	$230
Meter Calibration Testing Charge (5/8 x 3/4 inch to 2 inch)	$75
Meter Calibration Testing Charge (3 inch and larger)	$160
Service Call Fee (during regular business hours)	$36
After Hours Reconnection Fee	$78
Meter Access Fee	$33
Meter Access Tow Charge	$75
Data Log Report (only available on digital/smart meters)	$45

Utility Field Service & Installation Fees & Charges
(continued)

Backflow Prevention Assembly Installation Charge

Reduced Pressure		Double Check		Dual Check	
Meter Size	Charge	Meter Size	Charge	Meter Size	Charge
5/8 x ¾ inch	$415	5/8 x ¾ inch residential	$260	5/8 x ¾ inch	$125
1 inch	$470	5/8 x ¾ inch non-residential	$280	1 inch	$135
1.5 inch	$830	1 inch	$400		
2 inch	$1,030	1.5 inch	$590		
		2 inch	$800		
Note: Larger meters and other installations are estimated on a case by case basis					

Backflow Prevention Assembly Testing & Maintenance Charge
(Non-residential accounts/billed monthly)

Meter Size	Monthly Charge
5/8 x 3/4 inch to 2 inch	$5.42
3 inch to 10 inch	$14.60

Other Utility Rates & Monthly Service Charges

Grease Trap	$8.34
Public Service Tax	10% of water charges

Utility Administrative Fees & Charges

Administrative Fees & Charges	
Service Initiation Fee (next business day)	$45
Service Initiation Fee (same day, if available & unauthorized consumption owner meter bills)	$90
Credit Screening Fee	Actual cost or $5 minimum
Convenience Fee	$2.99 per transaction if transaction < = $300 2.65% per transaction if transaction > $300 Per transaction limit = $5,000
Late Fee	$5 or 1.5% per month (whichever is greater) 18% per annum
Returned Payment Fee	$25 if payment value < = $50 $30 if payment value > $50 and <= $300 $40 or 5% (whichever is greater) if payment value < $300
Collection Fee	33% of account balance
Utility Lien Processing & Recording Fee	$50
Utility Lien Search Fee	$45 rushed service with account history
Billing Service Charge	$1.14/month for the 1st service; $0.49/month for each additional service
High Consumption Credit Application Processing Fee	$15
Delinquency Processing Fee	$70
City of Cocoa Garbage Discount	$1

Tampering and Theft of Service Fees & Charges	
Lock Fee	$80
Tampering Fee	$150 first instance, $300 second instance, $500 third instance (same customer/same location)
Meter Removal Charge	$300 each instance
Illegal Connection Fee	Estimated usage (minimum 100,000 gallons) on size of meter intended for service line plus incidental costs

Utility Deposits

Water			Sewer
Meter Size	Residential	Commercial	All Classes
5/8 x 3/4 inch	$60	6 month average x 2.5	$100
1 inch	$70		$100
1.5 inch	$120		$100
2 inch	$170		$100
3 inch	$220		$100
4 inch	$270		$100
6 inch	$320		$100
8 inch	$370		$100

Legislation Details (With Text)

File #:	21-607	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	9/3/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Approval of Ordinance 13-2021 on first reading regarding updates to the Special Events Ordinance. (Assistant to the CM/PIO)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance ___-2021 Special events code changes DRAFT 9-3-21 (002)				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 3, 2021
Agenda Date: September 14, 2021
Prepared By: Samantha Senger, Assistant to CM, Public Information Officer
Through: Stockton Whitten, City Manager
Requested Action:
Approval of Ordinance 13-2021 on first reading regarding updates to the Special Events Ordinance.

BACKGROUND:

City staff recently reviewed City application and agreement forms relating to City Facility rentals and Special Events. During such process, City staff identified a need to further update the Special Events Ordinance previously revised and adopted by City Council in 2018. Those changes to the ordinance include:

- Removal/addition of certain definitions as appropriate (e.g., removal of sanitation fee definition; removal of application fee definition; addition of Special event fee definition).
- City sponsored event definition revised to include the annual Wednesday Friendsday Chamber event and to remove Fiesta Brevard which no longer occurs and Cocoa Mardi Gras which is produced by an outside promoter.
- Removal of City organized events from the requirement of filling out and submitting an application.
- Removal of duplicate language about cleaning of the facilities under the Sanitation section.
- Revise provisions regarding special event permit and classification to reflect the tiered rate structure for special event permits and classification approved in 2018.
- Authorizing the City Manager to approve the waiver of special event fees associated with fundraising events put on by 501(c)(3) non-profit organizations. Such special event fee waiver

requests will be treated as requests for City sponsorship of such special event.

If the first reading of Ordinance 13-2021 is approved, the City Council's agenda item for the second reading of Ordinance 13-2021 will include resolutions for Council consideration to adopt related proposed changes to the following: 1) the City of Cocoa Master Fee Schedule for City Facility Rentals, Special Events, and Parades, 2) the City of Cocoa Special Events Application and Agreement, and 3) the City of Cocoa Facility Use Application and Agreement.

STRATEGIC PLAN CONNECTION:

Image - Host special events to attract visitors to the Cocoa community.

BUDGETARY IMPACT:

n/a

PREVIOUS ACTION:

The last revision to the special events ordinance was in July 2018 where we moved to a tiered fee structure for special events instead of the 10% on gross revenue.

RECOMMENDED MOTION:

Approval of Ordinance 13-2021 on first reading regarding updates to the Special Events Ordinance.

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ORDINANCE NO. 2021-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE XI OF THE CITY CODE RELATING SPECIAL EVENTS; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, in 2018, the City adopted a revised Master Fee Schedule for City Facility Rentals, Special Events, and Parades, by way of Resolution Number 2018-047, which both revised relevant fees charged and also restructured the classification of special event applicants into five tiered categories for the purposes of determining the fees or user charges imposed pursuant to the Master Fee Schedule; and

WHEREAS, following the City's adoption of Resolution Number 2018-047, City staff conducted a review of the City Code provisions relating to special events and parades and has recommended that certain related provisions be amended as set forth herein so as provide for the same classification system for such applicants, and to otherwise coincide with the revised Master Fee Schedule as intended by City staff; and

WHEREAS, City staff also currently recommends the adoption of a minimally revised Master Fee Schedule via resolution at this time, contends that such revised Master Fee Schedule coincides with all recommended City Code revisions, and has provided same to the City Council for consideration; 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, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings of the City Council of the City of Cocoa.

Section 2. **Amendment to Chapter 2, Article XI.** The City of Cocoa Code of Ordinances, Chapter 2, Article XI, Special Events and Parades is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Chapter 2, Article XI. It is intended that

the text in Chapter 2, Article XI denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

ARTICLE XI. - SPECIAL EVENTS AND PARADES
Sec. 2-401. - General provisions.

****

(d) *Definitions.* The following terms as used in this article shall have the following meaning respectively ascribed to them unless the context clearly indicates otherwise. All references to the singular shall also encompass the plural.

****

~~*Application fee* shall mean the non-refundable fee paid in connection with an application made pursuant to this article.~~

****

City sponsored event shall mean any special event for which the city is the primary sponsor, but which event is not necessarily planned or conducted by the city. City-sponsored events include, but are not limited to: Cocoa Rotary Party in the Park, ~~Fiesta Brevard,~~ Wednesday Friendsday Chamber Networking Event, and Mardi Gras Paws in the Park ~~and Cocoa Mardi Gras~~.

Cocoa Village Partnering Organization shall mean any not-for-profit organization that's sole purpose is to attract visitors to the Cocoa Village area or that promotes the Cocoa Village area as a destination. Status as a 501(c)(3) tax-exempt organization is not required.

****

~~*Sanitation fee* shall mean the non-refundable fee required to be paid pursuant to this article for the issuance of a permit to hold a special event.~~

****

Special event fee shall mean the fee paid in connection with the Special Event application made and use permit issued pursuant to this article.

****

Sec. 2-402. - Special event.

(a) *Application; ~~application~~ Special Event fees.* Permit applications for a single special event or a series of special events shall be filed with the leisure services manager ~~accompanied by the~~

~~requisite application fee(s)~~ and submitted on forms approved by the city council as set forth herein. In addition to the information required upon the application, applicants shall provide a site plan and internal security plan as attachments to the application.

(1) Single special event. Any person or organization which desires to hold a single special event must make application for a special event permit no later than sixty (60) days prior to the commencement of such event. However, applications shall not be accepted sooner than 365 days prior to the commencement of the single special event. Unless otherwise exempt pursuant to section 2-404, all special events shall be subject to a special event fee as established by resolution. ~~such application shall be accompanied by a non-refundable application fee as specified in this section.~~

(2) *Series of special events.*

****

c. Each special event within the series of events shall be subject to a special event fee and a damage and clean-up fee ~~non-refundable application fee. The application fee for the first event shall be submitted with the application.~~ All other fees shall be submitted no later than ~~60~~ 30 days prior to the special event.

****

(c) *Application review; criteria to grant permit.*

(1) Upon receipt of the completed application ~~and application fee~~, as required by this section, the date(s) of the special event will be conditionally reserved on the leisure services master calendar pending final approval by the city manager. The leisure services manager shall forward copies of the application to the special events review committee, which shall consist of the leisure services manager and representatives from the departments of police, fire/emergency medical services, and public works for review. Department review is typically conducted electronically and will be submitted to each department thirty (30) to forty-five (45) days prior to each special event. Each department will review the application, endorse comments thereon and determine the number of extra personnel hours cost estimated to be required from such departments. The leisure services manager shall inform the applicant of the special events review committee's comments and estimated costs. The comments so forwarded shall be retained with the application file.

****

(4) In determining whether to grant the particular permit in accordance with the time, manner and place requested, whether to deny the permit as requested and propose a modified time, manner and place, or whether to deny the permit altogether, the city manager shall be guided by the following criteria:

***

d. Notwithstanding the foregoing, the city manager may deny a permit to an applicant where:

***

4. The applicant has not tendered the required ~~application~~ special event fee ~~with the application and has not submitted thirty (30) days prior to the event~~ and the payment of extra personnel hours cost, ~~sanitation fee,~~ and damage and clean-up deposit thirty (30) days prior to the event;

***

(h) *Pre-event walkthrough and post-event evaluation.* Prior to the commencement of each special event, the leisure services manager, or designee, shall conduct a walkthrough of the event site in order to assess the condition of the site. The applicant shall be present during the walkthrough and any damage or debris existing at the time of the walkthrough shall be noted in writing by the leisure services manager.

A post-event evaluation will be conducted at the conclusion of the special event. This will include a review of the applicant's clean-up efforts, payment in full of any amounts due to the city, and an evaluation of the applicant's adherence to the rules and regulations set forth in the special event permit. This post-event evaluation will provide the information for future determinations by the city of the applicant's "conditional standing" or "good standing" established pursuant to this section.

(i) *Sanitation* . One (1) eight-cubic yard dumpster (or equivalent yardage) must be utilized for every two thousand (2,000) people in attendance at the special event. The applicant shall submit an invoice or receipt from the dumpster provider evidencing that this requirement is met at least ten (10) days prior to the start of the event. Dumping in an unapproved dumpster is prohibited. For events that are longer than one (1) day in duration, all dumpsters must be emptied at least once each day by a waste service provider. All temporary garbage containers must be removed from the property no later than the day after the conclusion of the event. All fees associated with securing the required dumpsters and garbage containers shall be paid by the applicant. At the conclusion of the special event, the applicant shall ensure that all trash and debris is picked up and disposed of properly. In the event the city expends funds to clean up after a special event, such funds will be deducted from the applicant's damage and clean-up deposit and any additional fees above and beyond that deposit will be invoiced to the applicant.
~~At the conclusion of the special event, the applicant shall ensure that all trash and debris is picked up and disposed of properly. In the event the city expends funds to clean up after a special event, such funds will be deducted from the applicant's damage and clean-up deposit and any additional fees above and beyond that deposit will be invoiced to the applicant.~~

***

(k) *No Exemption for city sponsored ~~or city organized~~ events* . All applicants for special events must submit an application according to the rules and regulations set forth in this section. City sponsored events ~~and city organized events~~, as defined in section 2-401 of this Code, shall not be exempt from such requirement.

***

(n) *Event and permit classification.*

***

(2) ~~Classes~~ Tiers of special event permits and the evaluated factors for each ~~class~~ tier shall be as follows:

a. ~~*Class A*~~*Tier 1 permit.* ~~For a special event which will require between fifty (50) and one hundred (100) extra personnel hours or for which the attendance is anticipated to be in excess of fifteen thousand (15,000) persons over the entire period of the special event.~~ A Special Event or Parade which the attendance is anticipated to be less than 1,000 Persons and is organized by either a Non-profit (501(c)(3)) Organization or a Cocoa Village Partnering Organization.

b. ~~*Class B*~~ *Tier 2 permit.* ~~For a special event which will require between twenty-five (25) and fifty (50) extra personnel hours or for which the attendance is anticipated to be between two thousand (2,000) and fifteen thousand (15,000) persons over the entire period of the special event.~~ A Special Event or Parade which the attendance is anticipated to be less than 1,000 Persons and is organized by a for profit organization.

c. ~~*Class C*~~ *Tier 3 permit.* ~~For a special event which will require between three (3) and twenty-five (25) extra personnel hours or for which the attendance is anticipated to between than two hundred fifty (250) and two thousand (2,000) persons over the entire period of the special event.~~ A Special Event or Parade which the attendance is anticipated to be in excess of 1,000 Persons and is organized by a Non-profit (501(c)(3)) Organization.

d. *Tier 4 permit.* A Special Event or Parade which the attendance is anticipated to be in excess of 1,000 Persons and is organized by a Cocoa Village Partnering Organization.

e. *Tier 5 permit.* A Special Event or Parade which the attendance is anticipated to be in excess of 1,000 Persons and is organized by a for profit organization.

(o) *Fee schedule; deposits; special event fee; service fees; permit fees*. The city council shall adopt by resolution a special event fee schedule which itemizes all applicable fees and charges imposed in accordance with this article to defray city costs and expenses related to implementing this article. Unless otherwise exempt pursuant to section 2-404 or this section, any applicant seeking to make application for and obtain a special event permit shall agree to pay to the city the fees required under the special event fee schedule adopted by the city council.

(1) No later than thirty (30) days prior to each special event being held, applicants shall make full payment to the city for the ~~facility rental~~ special event fee~~s~~, ~~sanitation fee,~~ damage and clean-up deposit, public safety costs and special use fee(s). Applicants seeking approval of a series of special events shall be responsible for deposits and fees for each special event and shall make payment to the city for each special event consistent with the requirements of this subsection.

****

(3) All approved applicants will be categorized into one (1) of the following groups and assessed security deposits accordingly:

a. *Conditional standing*— The city may classify applicants for an event with past issues such as damage to property, improper clean-up after an event, unpaid fees or violation of permit rules and regulations as having conditional standing. Applicants with conditional standing shall submit a security deposit in the amount of one thousand dollars ($1,000.00) to the city prior to the event start date. If the event is conducted as agreed to in the special events permit, the security deposit will be ~~required~~ returned within thirty (30) days of the conclusion of the event and the applicant may be considered to have good standing for the next event. If the event is not conducted once again as agreed upon in the special event permit, the applicant may be denied future event permits with the city and a portion or all of the security deposit will not be returned to the applicant.

****

(4) *Waiver of special event fee.* The City Manager, or designee, shall have the authority to waive only such special event fee as is established by the applicant's "Tier" category. Public safety personnel fees and other special fees shall not be waived. Only fundraising events conducted by non-profit (501(c)(3)) organizations will be considered for special event fee waivers. A special event fee waiver request shall be treated as a request for City sponsorship of the special event. If such special event fee waiver is granted, the applicant shall promote the City's sponsorship of the special event as directed by the City. A request in writing must be made with submission of the application along with a copy of any available sponsorship opportunities for the special event.

****

Sec. 2-403. - Parades.

***

(b) *Application.*

***

(3) Unless otherwise exempt pursuant to section 2-404, ~~such application shall be accompanied by a nonrefundable application fee as specified in this article.~~ <u>all parades shall be subject to a special event fee as established by resolution.</u>

***

<u>Section 3.</u> **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.

<u>Section 4.</u> **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

<u>Section 5.</u> **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.

<u>Section 6.</u> **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 _____, 2021.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	21-616	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	9/7/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Approve the three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (CFPBA) for the contract term of October 1, 2021 through September 30, 2024. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	Labor, labor union, PBA				
Code sections:					
Attachments:	PBA Contract 2021-2024 FINAL (9-8-21).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 7, 2021
Agenda Date: September 14, 2021
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve the three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (CFPBA) for the contract term of October 1, 2021 through September 30, 2024.

BACKGROUND:

Since May 2021, the City of Cocoa City Staff has been working with the Central Florida Police Benevolent Association (CFPBA) Union to renegotiate a new three-year agreement. The negotiation team for the City included: City Manager Stockton Whitten, Police Chief Evander Collier, Finance Director Rebecca Bowman, and Administrative Services Director Tammy Gemmati, who also served as Chief Negotiator for the City. On September 3, 2021, the CFPBA Union tentatively approved the contract proposal for a three-year term of October 1, 2021 through September 30, 2024. The PBA Union held their ratification vote on Wednesday, September 8 and ratified the contract with a vote of 39 - Yes and 3 - No.

This contract includes the classifications of Police Officers, Police Sergeants, and Dispatch/Communication Officers. Since this was a complete contract negotiation, there were many changes made, some administrative in nature with little impact. Highlights of the contract modifications include:

Article 6 - PBA Business

- This new contract allows for up to eighty hours of union business to be used for union items such as grievance handling or training. Prior to this the contract allowed for a time pool system where members could donate and then use the time for union business.

- Changes to this article were mostly administrative in nature to account for the new union business time procedures.

Article 7 - Promotions

- This article will be reopened during Fiscal Year 2022 to negotiate possible changes to the Police Sergeant's promotion process.

Article 8 - Assignments and Transfers

- Clarification made to the way patrol shift bids are conducted, which is done by rank seniority.

- Assignments to specialized units are at the discretion of the Police Chief.

Article 10 - Seniority

- Two employees hired on the same day will now be done by the highest numeric of the last four digits of social security number versus the last two digits.

Article 17 - Working out of Classification

- Working out of Classification pay will now be given when the duration is for a full shift or more instead of a full week.

Article 19 - Bereavement Leave

- Added eligible relationships for bereavement leave consistent with City policy.

Article 20 - Education Assistance

- Tuition assistance will now be on a 100% basis up to a certain annual amount with a passing grade of C or better. Prior to this it was up to 50% based on grade.

- The annual limit will now be $1,500 for Bachelor's Degree programs and $2,500 for Master's Degree programs (based on budgetary availability).

Article 22 - Hours of Work and Overtime

- In the event the work schedules for sworn officers are changed to a schedule with a workweek that exceeds 40 hours, the work period will change to a 14-day work period versus the current work period of 7-days.

- Communications Officers shall have a minimum of an 8-hour rest period between shifts and not required to work more than 16 hours in a 24-hour period.

- Hours work will now include Sick Leave if it is used with mandatory overtime.

- Minimum court appearance time for pay purposes increased from two hours to three

hours.

- During Fiscal Year 2022, if there is a universal patrol schedule change, the City will provide a 30-day notice versus the normal 10-days.

- Flexible schedules may be provided on a case-by-case basis for short-term situations with mutual consent.

Article 27 - Vacation
- Added tier for 20+ years of service with 200 annual hours.

Article 28 - Wages
- For Fiscal Year 2022, sworn officers will receive a 7% wage increase and non-sworn will receive a 5% increase

- For Fiscal Years 2023 and 2024, all employees will receive a 3% increase unless the budget appropriations cannot be made. In that case, the City would open for negotiations. Anyone hired during the fiscal year will receive a prorated increase based on the number of full months employed with the City.

- Increased the pay range minimums and maximums for all classifications covered in agreement.

- Increases to shift differential by $.25/hour for both evening and midnight shifts.

Article 29 - Rules and Regulations
- All policy changes will be done with a minimum of 20 calendar days of notice versus 30 days.

Article 30 - Liability/Accident
- Changes made to the responsibilities and actions of the police accident review board where a recommendation is made to the Police Chief for discipline, if warranted.

- A new section was added to cover the take-home vehicle process which allows for up to 50-miles in each direction of City limits.

Article 35 - On-the-Job Injury
- The work schedule may be temporarily modified with no loss in pay.

Article 37 - Duration
- Three-year term through September 30, 2024 with reopeners as specified in:

    - Article 7: Promotions

    - Article 16: Pension

    - Article 28 - Wages.

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STRATEGIC PLAN CONNECTION:

Employees - Having a three-year contract in place enables stability in the workplace. Additionally, annual wage increases committed for three years will also help retain a qualified workforce and build strong labor/management relations.

BUDGETARY IMPACT:

Budgeted Yes

The budgetary impact of this three-year contract renewal is illustrated in Article 28: Wages. Additionally, there are other Articles with budgetary impact for benefits. Police wages and benefits are in the respective accounts under the Police Department.

PREVIOUS ACTION:

At a regular City Council on September 23, 2020, Council approved Memorandum of Understanding between the City of Cocoa and the Central Florida Police Benevolent Association (PBA) to modify the wages for Fiscal Year 2021.

At a regular City Council on September 25, 2018, Council approved a three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (PBA) for the contract term of October 1, 2018 through September 30, 2021.

RECOMMENDED MOTION:

Approve the three-year contract between the City of Cocoa and the Central Florida Police Benevolent Association (CFPBA) for the contract term of October 1, 2021 through September 30, 2024.

AGREEMENT

BETWEEN

CITY OF COCOA, FLORIDA

AND

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

(CFPBA)

OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024

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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 CFPBA).

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the CFPBA, 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 (CFPBA) 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 CFPBA who has submitted a properly executed written dues authorization card or statement to the City may have his/her dues in the CFPBA deducted from his/her wages. Dues shall be deducted on a bi-weekly basis and, shall, thereafter, be transmitted to the CFPBA 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 CFPBA 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 CFPBA 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 CFPBA 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 CFPBA.

Section 3. When an employee quits, is discharged, or is laid off, any unpaid dues owed to the CFPBA 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 CFPBA 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 nonunion 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 CFPBA, 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 CFPBA shall not be responsible for any act alleged to constitute a breach of this section if neither the CFPBA nor any of its officers instigated, authorized, condoned, sanctioned or ratified such actions, and further that the CFPBA and its officers have used every reasonable means to prevent or terminate such action.

ARTICLE 6

CFPBA BUSINESS

Section 1. The City will provide to the CFPBA 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 CFPBA, the annual budget and the comprehensive annual financial report. The City will furnish the CFPBA with bulletin board space for CFPBA 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 CFPBA meetings, CFPBA elections, reports of CFPBA committees, and other official CFPBA communications. All notices posted on the CFPBA bulletin boards will contain the signature of the CFPBA 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 CFPBA to distribute mail and other communications.

Section 4. 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.

Section 5. Two (2) member(s) of the CFPBA 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. Negotiation sessions shall be set by mutual agreement of the City and the CFPBA.

Section 6. 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 CFPBA Representative of the Union to attend union business like functions to include, public hearings, impasse/grievance hearings, and/or sponsored union training. The union business shall not exceed 80 hours per fiscal year. Such union business leave needs to be requested and coordinated with the CFPBA Unit Representative and approved by the member's manager in

advance, similar to vacation leave. The leave shall be approved as long as it does not impact minimal staffing.

The CFPBA shall provide the Chief of Police and keep a current list of all CFPBA 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 CFPBA business without loss of straight time pay or benefits by using time pool, provided:

A) A written request for Union Business should be submitted to the employee's supervisor in advance of time off with twenty-four (24) hours minimum notice.

B) The Chief of Police shall have the right to restrict the number of persons off for Union Business 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 Union Business time, but to revoke previously authorized time off for Union 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) Union Business time does not count as hours worked for purposes of overtime.

The CFPBA 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.

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. For Fiscal Year 2022, the parties agree to reopen the Promotions Article for revision of the Sergeant's promotion process.

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 un-curved 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. Patrol shifts are bid on a semi-annual basis and awarded by rank seniority.

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. 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. 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. 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 CFPBA 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 sworn 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 four (4) 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

Section 1. Rights of Sworn Bargaining Unit Personnel While Under Investigation

A. 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.

B. 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.

Section 2. Rights of Non-Sworn Bargaining Unit Personnel While Under Investigation

A. 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.

B. 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:

i. 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.

ii. 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.

iii. The employee shall be allowed to take breaks during the interrogation as are reasonably necessary.

iv. The employee may have counsel or a CFPBA representative present during the interrogation. The request for counsel or CFPBA 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 CFPBA representative may adjust grievances while on duty. The CFPBA agrees not to abuse this privilege. The CFPBA 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 CFPBA 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 CFPBA 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 CFPBA 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 designee. 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 CFPBA 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 CFPBA 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 CFPBA 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 CFPBA 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 CFPBA 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 CFPBA 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 CFPBA to challenge the handling or resolution of

the grievance. When the CFPBA 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 letter of 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 as a Sergeant any full work day, or a Sergeant working as a Lieutenant, shall receive five percent (5%) above his or her base rate of pay.

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 CFPBA 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. In the event the bargaining unit employee is on sick or vacation leave during a qualifying bereavement leave, at the Police Chief or designee's discretion, up to three (3) days of vacation/sick leave may be restored and the time-off will be coded as bereavement leave.

Section 3. For the purposes of bereavement leave, immediate family is defined as an employee's spouse, child, parent, brother, sister, mother, father, grandparent, grandchild, including in-laws and step relation. 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 be registered in a nationally accredited education institution and present a College Counselor approved academic Associate's, Bachelor's, or Master's degree program approved by the City from a nationally accredited institution.
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. 3.The bargaining unit employee must take the course for a grade, i.e., no course can be taken "pass/fail," unless it is related to obtaining an approved academic degree.
4. 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.

In no case will tuition reimbursement exceed two (2) courses per academic period.

5. 5. The Chief of Police agrees to make a conscientious effort to arrange shifts so as not to prohibit bargaining unit employees from pursuing their desired education. Should denial of course approval take place, the bargaining unit member must show that the course(s) requested was/were required to complete the member's degree and were not offered at any other time of day or at any other approved institution, in order to be considered for an educational waiver for a promotional examination.
6. Tuition reimbursement shall be limited to a maximum rate per unit member up to $1,500 annually for Bachelor's Degree programs or lower and $2,500 annually for Master's Degree programs. Reimbursement is dependent upon sufficient funds being budgeted by the City for such purposes.
7. 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 CFPBA).

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. For sworn officers with work schedules of forty (40) hours per week, 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 seven (7) day work period except for mutually agreed upon exceptions. When the work schedule consists of a workweek that exceeds forty (40) hours, the City shall establish a fourteen (14) day work period with a normal work period consisting of eighty (80) hours. For a fourteen day work period, 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 eighty (80) hours per work period 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.

A. The city will not alter the schedule of an individual for the purpose of circumventing the payment of overtime, with the understanding that nothing herein shall preclude the city from adjusting staff as required for holidays or adjusting schedules to accommodate in service training or a documented deficiency.

B. Hours of work each day shall be consecutive except for interruption for approved meal periods. Splitting of shifts shall not be permitted under this section unless agreed upon by the employee.

Section 2. The City shall establish a seven (7) day work period for Communications Officers, with a normal workweek consisting of forty (40) hours. Communication Officers shall not be required to work more than 16 hours in a 24-hour period and should have a minimum of 8 hours of rest between shifts, except for emergency situations and approval of the Police Chief or designee. 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 seven-day work period 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 3. 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 three (3) 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. For multiple court appearances in the same calendar day, the three (3) hour threshold shall only apply once. For all subsequent court appearances following the first three (3) hour minimum, these court appearances shall be credited hour for hour at the employee's applicable overtime rate. 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 a reasonable amount of time or the overtime is deemed waived.

Section 4. The City shall provide the CFPBA at least ten (10) days notice prior to any change in the existing work schedule. During Fiscal Year 2022, if there is a universal patrol

schedule change, the City will provide a thirty (30) day notice unless there is a mutual agreement between CFPBA and City to do so sooner.

Section 5. 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 shift of overtime or split the shift in different time increments with the oncoming shift offered by seniority. The officer forced to work the overtime may have another officer work the overtime, 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 6. In calculating overtime pay, only actual hours worked, bereavement, short-term military leave, and vacation will be considered as time worked. The use of accred sick leave shall not be counted as time worked for the purpose of payment for overtime, except when overtime is mandated by the Department.

Section 7. 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 8. An employee who is required to be on standby 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 9. 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 10. Employees will be paid based on a pay period established by the City.

Section 11. 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 12. 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.

Section 13. Bargaining unit employees may work a flexible schedule on a short-term case-by-case basis with mutual consent by both parties. The flexible schedule will not exceed the work period identified in Section one above for sworn and Section two for non-sworn bargaining unit employees.

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 CFPBA with notice of any proposed changes and an opportunity to meet and confer, upon the CFPBA's request, over said changes. CFPBA 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 CFPBA 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 CFPBA 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 -19	176
20 and above	200

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 of the submitted time off request.

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 with the first pay period of Fiscal Year 2022, the City shall provide a seven percent (7%) wage increase for sworn bargaining unit members and five percent

(5%) for non-sworn bargaining unit members employed as of the ratification date of this Agreement. For Fiscal Year 2023 and Fiscal Year 2024, the City shall provide bargaining unit members with a three percent wage increase based on budgetary appropriations and Council budget adoption. If the 3% wage increase for Fiscal Year 2023 and Fiscal Year 2024 is not appropriated by Council, the City shall give notice of such to the union, and this article will automatically reopen solely for the purposes of negotiating wages for the fiscal year at issue. 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	$16.57/$34,465.60	$27.27/$56,721.60
Police Officer	PU9	$21.67/$45,073.60	$33.90/$70,512.00
Police Sergeant	PU12	$28.89/$60,091.20	$44.77/$93,121.60

Section 2. For fiscal year 2022, bargaining unit members hired on October 1, 2020 or after that are below the new minimum will be brought to the new minimum. If their starting pay was above the new minimum, they will receive a prorated wage increase equivalent to the number of full calendar months they were employed. For example, a Police Officer with a new hire date of June 15 will be eligible for 3/12 of the annual wage increase in accordance with 29.1, with counting months of July-September and new hire that starts on June 1 would receive 4/12 of the annual wage increase with counting the month of hire as a full month.

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 Shift	$.50 per hour
Midnight Shift	$.75 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 (K-9)	$.25 per hour
Traffic Homicide (THI)	$.25 per hour
Motor Unit	$.25 per hour
Comms./Dispatch Training Officer	5% when training
Field Training Officer (FTO)	5% when training
Detective/Vice/Plainclothes	5%
Special Weapons and Tactics (SWAT)	$.50 per hour
Crisis Negotiations Unit (CNU)	$.50 per hour
School Resource Officer (SRO)	$.50 per hour

Community Resource Unit (CRU)	$.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 CFPBA. CFPBA's Staff Representative may have electronic access to policies and procedures updates with no authority to authorize or modify any content.

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 CFPBA at least twenty (20) calendar days, when practical, prior to the implementation. The CFPBA 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 CFPBA 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 CFPBA 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 willful and wanton 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 bargaining unit member involved with the accident will have an opportunity to present to the Board. 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, along with a recommendation for discipline to the Police Chief or designee. Should the City establish a City-wide accident review committee, the parties agree to reopen this Section for negotiation.

Section 3. All sworn personnel shall be assigned a city vehicle. Employees assigned a city vehicle are permitted to take their assigned vehicle home, not to exceed 50 miles in each direction of the city limits. The mileage will be driven and verified by the employee's immediate supervisor prior to approval, who will drive from the closest City limits to the employee's residence. Members are required to keep management apprised of any change in their primary residence, failure to do so may result in disciplinary action. The Chief may, at his sole discretion, extend the 50 mile driving distance restriction on a temporary case-by-case basis.

ARTICLE 31

PHYSICAL EXAMINATIONS

Section 1. The CFPBA 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 CFPBA 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 or designee shall notify the applicant of the acceptance or rejection of the outside employment within ten (10) calendar 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 City 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. At the Police Chief or designee's discretion, the bargaining unit employee's work schedule may be temporarily assigned to a different work schedule for modified duty assignment with no loss in pay, not to exceed thirty days. However, the modified duty may be extended upon mutual agreement between the parties.

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 CFPBA. 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 CFPBA desires to modify, amend, or terminate this Agreement at its normal expiration date, other than as specified in: Article 17 Promotions, Article 16 Pension, and Article 28 Wages. 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 CFPBA shall commence negotiations.

SIGNATURE PAGE

CITY OF COCOA, FLORIDA	POLICE BENEVOLENT ASSOCIATION
MICHAEL BLAKE, MAYOR	MIKE SCUDIERO EXECUTIVE DIRECTOR
STOCKTON WHITTEN CITY MANAGER	BILL WILLIAMS CHIEF NEGOTIATOR
DATE SIGNED	DATE SIGNED

Legislation Details (With Text)

File #:	21-619	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	City Business	
File created:	9/8/2021		**In control:**	City Council	
On agenda:	9/14/2021		**Final action:**		
Title:	Approve the three-year contract between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2021 through September 30, 2024, contingent on the IAFF ratification vote results. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	Fire, IAFF, labor union				
Code sections:					
Attachments:	FINAL Clean Version IAFF Contract Oct 1 21 to Sept 30 24 (9-9-21).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 8, 2021
Agenda Date: September 14, 2021
Prepared By: Tammy B. Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve the three-year contract between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2021 through September 30, 2024, contingent on the IAFF ratification vote results.

BACKGROUND:

Since April 2021, the City of Cocoa City Staff has been working with the International Association of Firefighters (IAFF) Union to renegotiate a new three-year agreement. This agreement includes the classifications of Firefighters, Driver/Operators, and Lieutenants. The negotiation team for the City included: City Manager Stockton Whitten, Administrative Services Director Tammy Gemmati (served as Chief Negotiator), Fire Chief Jonathan Lamm, and Finance Director Rebecca Bowman. On September 7, 2021, the IAFF Union and tentatively approved the contract proposal for a three-year term of October 1, 2021 through September 30, 2024.

The IAFF Union will be holding their ratification vote on September 14, 15, and 16. This agenda item was put together and published in advance of the vote to expedite the ratification process. Staff is requesting City Council to approve this three-year contract contingent on the Union ratification vote result that will be available on September 16. In the event the Union does not ratify the contract, the City and Union will resume negotiations and the contract will not be in effect. However, City administration is hopeful the contract will have a favorable vote.

Since this was a complete contract negotiation, there were many changes made, some administrative in nature with little impact. Highlights of the contract modifications include:

Article 1 - Recognition:

- The City and Union agree to jointly file a Unit Clarification Petition with Public Employees Relation Commission (PERC) to add the Driver/Operator position to the bargaining unit certification.

Article 7 - Policies and Procedures:

- 20-day notice for policies will be for substantial rule changes. A 10-day extension may be requested.

Article 8 - Grievance Procedure:

- Increased the time between Steps from 7 days to 10 days.

Article 10 - Dues Deductions

- Administrative changes.

Article 13 - Promotions

- The selection for Promotion of Driver/Operator will be on same criteria as the Lieutenant. The City and Union will work together to update the policy.

Article 15 - Working out of Classification (WOC)

- Going forward, Working out of Class will only be offered to members on the promotions eligibility list. The Working out of Class rate for working as a Driver/Operator is 7.5% additional pay and will now be 10% for working as Lieutenant or District Chief.

Article 25 - Shift Exchange

- Members must now exchange with those that have met promotional requirements or on the promotion eligibility list.
- Language was expanded to address issue if the member fails to work shift exchange.

Article 28 - Insurance

- For Fiscal Year 2022, City absorbed dependent rate increase for health insurance.

Article 29 - Wages

- 7% wage increase with the first pay period of each FY beginning in FY22.
- Increased pay grades minimums and maximums of pay plan by 4%.

Article 30 - Incentive Pay

- Non-Solo Paramedic Pay will be eliminated and grandfathered in for hired prior to October 1, 2021.

- Solo Paramedic Pay was increased to $6006 annually, paid at an hourly rate.

- Members will be eligible for incentive pay for holding additional certifications for Fire Officer, Instructor, Live Fire Instructor, National Fire Academy Incident Safety Officer Certificate, and

Smoke Diver.

Article 31 - Hours of Work and Overtime

- Administrative changes to language.
- Adding Mandatory Overtime code.

Article 35 - Vacation

- Annual vacation requests will be done in December instead of March.
- Two weeks working notice for payouts.

Article 36 - Sick Leave

- Increase payouts for sick leave of resignation at 25% instead of 20%.
- Revised requirements when a physician's note may be required.
- Two weeks working notice for payouts.

Article 38 - Personal Leave, Non-Paid

- Use of this benefit will require approval concurrence of City Manager.

Article 40 - Job-Related Medical Leave of Absence

- Employees attending medical appointments for Workers' Compensation should utilize their sick leave accruals once they return to duty.
- Temporary light duty shall not exceed 120 days.

Article 41 - Pension

- Amending pension plan to add language for a service incurred disability for an active shooter or mass killing.
- This will come back to City Council in the form of an ordinance.

Article 42 - Education/Paramedic School

- The reimbursement of paramedic school is being changed to a $3,500 bonus once certified by medical director instead of the reimbursement of tuition.

Article 43 - Seniority

- Added a seniority article to identify the application of seniority for annual vacation requests, FLSA requests, and personnel reduction.

Article 50 - Duration

- This contract is a three-year term with possible reopeners in Wages (Article 29) Pension (Article 41). Details of the wages and pension reopener is written in the respective Articles.

STRATEGIC PLAN CONNECTION:

Employees - Having a three-year contract in place enables stability in the workplace. Additionally, annual wage increases committed for three years will also help retain a qualified workforce and build strong labor/management relations.

BUDGETARY IMPACT:

Budgeted	Pending approval of FY22 Budget
If not budgeted, is amendment/transfer attached?	N/A

The budgetary impact of this three-year contract renewal is illustrated in Article 29: Wages of the Union Contract document provided in attachment. Other Articles with budgetary impact include: Working out of Classification (Article 15), Incentive Pay (Article 30), Hours of Work and Overtime (Article 31), and Pension (Article 41), Education (Article 42).

PREVIOUS ACTION:

At a regular City Council Meeting on September 11, 2018, Council approved a three-year contract between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2018 through September 30, 2021.

RECOMMENDED MOTION:

Approve the three-year contract between the City of Cocoa and the International Association of Firefighters (IAFF) for the contract term of October 1, 2021 through September 30, 2024, contingent on the IAFF ratification vote results.

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AGREEMENT

BETWEEN

CITY OF COCOA

AND

INTERNATIONAL ASSOCIATION OF

FIREFIGHTERS, LOCAL 2416

October 1, 2021 to September 30, 2024

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PREAMBLE

This Agreement is entered into by and between the City of Cocoa, herein referred to as the "City", and Local 2416, International Association of Firefighters (IAFF), hereinafter referred to as the "Union", to establish an orderly and peaceful procedure for settling differences which arise, and to set forth an agreement between the parties concerning wages, hours and other terms and conditions of employment.

The Union hereby and herewith covenants, agrees and represents to the City that the Union is duly authorized and empowered to covenant for and on behalf of all employees in the bargaining unit and represents that it, and the employees it represents, will faithfully and diligently abide by and be strictly bound to all of the provisions of this Agreement as herein set forth.

Likewise, the City hereby and herewith covenants, agrees and represents to the Union that it will faithfully and diligently abide by and be strictly bound to all provisions of this Agreement as set forth herein.

ARTICLE 1 - RECOGNITION

1.1 The parties agree that the Union is recognized as the exclusive bargaining agent for all bargaining unit members of the City of Cocoa Fire Department as determined by the Florida Public Employee Relations Commission and set forth in Certification #206. Covered members include all employees of the City of Cocoa Fire Department in the positions of Firefighter and Fire Lieutenant[1].

[1] The City and Union have agreed to jointly file a Unit-Clarification Petition with PERC during Fiscal Year 2022 to add the Driver/Operator position to the bargaining unit.

1.2 The City herewith covenants, agrees and represents to the Union that it recognizes its obligation to bargain with the Union, only through the Union President and/or his/her representative, over wages, hours, and terms and conditions of employment of employees represented by the Union, and that it will faithfully and diligently abide by its obligation to bargain.

1.3 The Union herewith covenants, agrees and represents to the City that it recognizes its obligation to bargain with the City, only through the City Manager and/or his/her representative, over wages, hours, and terms and conditions of employment of employees represented by the Union, and that it will faithfully and diligently abide by its obligation to bargain.

ARTICLE 2 - DISCRIMINATION

2.1 The City and the Union agree not to discriminate in any way, including the application of the articles of this Agreement, against employees covered by this Agreement on account of membership or non-membership in the Union, or on account of race, religion, sex, color, national origin, age, physical handicap, marital status, creed, political affiliation, or because of activities undertaken for the mutual benefit and protection of members of the Union.

2.2 Members of the bargaining unit agree that they will perform their respective duties loyally and continuously under the terms of this Agreement, and will pledge to protect the interest of the City, to conserve property, protect the public and give service of the highest quality.

2.3 In exchange, the City pledges to the Union and the members of the bargaining unit, employment (provided sufficient funds are available), wages, and those privileges and benefits in accordance with the provisions of this Agreement.

ARTICLE 3 - SEVERABILITY

3.1 If any provision of this Agreement, or the application of such provision, should be rendered invalid by the final action of a court of competent jurisdiction because of any existing or subsequently enacted legislation, the remaining parts of this Agreement shall remain in full force and effect. If such an invalidating action occurs, the Union and the City will meet at the request of the Union and attempt to agree upon a replacement article or articles.

ARTICLE 4 - APPENDICES AND AMENDMENTS

4.1 Any appendices or amendments that may be mutually agreed upon between the parties during the terms of this Agreement shall be lettered, dated and signed by the appropriate, responsible parties, ratified by the members of the bargaining unit and the City Council, and will become a part of this Agreement and subject to all its other applicable terms.

ARTICLE 5 - PREVAILING RIGHTS

5.1 All rights, privileges, and working conditions enjoyed by bargaining unit employees which are included in this Agreement, shall remain in full force and effect unless changed by mutual consent, or as otherwise allowed by this Agreement or applicable law.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 The City shall have the right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the City to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. The City shall also have the right to exercise any

other prerogatives established by law and/or as determined by the Public Employees Relations Commission or a court of competent jurisdiction. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

ARTICLE 7 - POLICIES AND PROCEDURES

7.1 Except as modified by a specific provision of this Agreement, employees covered hereunder shall comply with all rules, regulations, policies, procedures, and practices of the City and the Fire Department, including the Personnel Policies Manual and/or the new Employee Handbook, the Safety Manual and the Managed Care Arrangement.

7.2 The City reserves the right to add, modify, change or delete any existing personnel policies and procedures of the City of Cocoa and the Fire Department provided, however:

1. That no changes or new rules shall negate, override, contradict or circumvent any provision of this Agreement.

2. That the Union shall be notified, in writing, not less than twenty (20) days before the City plans to substantially change or implement a new rule. If either the Union or the City request a ten (10) day extension in writing, it will be granted if requested within ten (10) days prior to policy or procedure effective date. Additional timeframe extensions may be given with mutual agreement between the Union and the City. During this time period the Union will notify the City if it wishes to engage in impact bargaining and identify the impacts to the City.

3. That the City will not implement new rules until the Union has been given the opportunity to collectively bargain over the change and/or the impact any such changes

may have upon the terms and conditions of employment of the members of the bargaining unit.

4. That when such changes or new rules are implemented, all employees and the Union shall be provided a copy electronically in order for the employees and the Union to become familiar with the content and operation.

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. All grievances must be filed at Step 1 within sixty (60) calendar days of the occurrence or when the employee should have reasonably been aware of the issue.

INFORMAL STEP: The Union and the aggrieved bargaining unit employee shall discuss verbally with Management the incident or the occurrence that gave rise to the grievance. Management shall respond to the member or the members of the bargaining unit within ten (10) calendar days from the end of the shift that the incident or occurrence was discussed. If the bargaining unit employee or employees believes the incident has not been resolved, he/she shall advance the grievance to Step 1 of the Grievance Procedure.

STEP 1: The grievance will be submitted, in writing on the attached Grievance Form, to the Fire Chief, or his/her designee. The Fire Chief, or his/her designee, shall meet with the Union and the aggrieved employee or employees, within ten (10) calendar days of receipt of the grievance. The Fire Chief, or his/her designee, shall render a written decision within ten (10) calendar days following the Step 1 grievance meeting.

STEP 2: If the grievance is not settled at Step 1, the grievance shall be submitted to the City Manager, or his/her designee, within ten (10) calendar days of when the response was due, in Step 1. The City Manager, or his/her designee, shall meet with the Union and aggrieved employee or employees, within ten (10) calendar days following receipt of the grievance. The City Manager, or his/her designee, shall render a decision within fourteen (14) calendar days following the Step 2 grievance meeting.

STEP 3: Any dispute over the nature and scope of the remedy shall be resolved by the Arbitrator pursuant to this Article. Any grievance not otherwise resolved through the foregoing steps may be referred to arbitration within fourteen (14) calendar days of the time the City Manager's response was due. Any request for extension of the time limit may be granted by written mutual consent.

8.2 Rules of Grievance Procedure:

A. A written grievance shall be dated and signed by the aggrieved employee and the Union representative presenting it. 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.

B. All grievances must be reduced to writing at Step 1, and must set forth:

1. A complete statement of the grievance and facts upon which it is based.

2. The remedy of correction requested.

3. The section or sections of this Agreement claimed to have been violated.

C. At any step of the grievance procedure, the Fire Chief or the City Manager may appoint a person to act on his/her behalf.

D. Any of the time limits specified above may be extended by written mutual consent.

E. When a grievance is general in nature in that it applies to a number of members of the bargaining unit having the same or similar issue(s) to be decided, it shall be filed by the President of the Union or his designee.

F. The Union must be invited to attend any meeting where the resolution of a grievance may occur.

G. The Union and/or employee must select either this Grievance Procedure or the City's grievance/hearing procedures as outlined in the City Personnel Policies as to any matter covered by this Agreement. In no case can the Union and/or employee pursue a grievance under this Agreement and a grievance/hearing under the City's Personnel Policies. Whichever procedure is first initiated shall be the Unions/employee's exclusive avenue of formal internal redress.

H. The Union Executive Board shall determine if any Grievance moves to Arbitration.

8.3 Rules of Arbitration:

1. The parties to this Agreement will attempt to agree upon an independent arbitrator. If the parties cannot agree, either party will contact the Federal Mediation and Conciliation Service to request a panel of nine (9) arbitrators from which a selection shall be made. Each party has the right to request one (1) new panel of arbitrators. The arbitrator shall have the jurisdiction and the authority to hear a grievance as defined in this Article

and to render a decision which is binding on both parties. However, the arbitrator shall not have authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto.

2. The parties shall attempt to agree in writing as to the statement of the matter to be arbitrated prior to the hearing.

3. Each party shall bear the expense of its own witnesses and its own legal representatives. The expenditures of the impartial arbitrator shall be borne by the losing party as directed by the arbitrator. In the event there is not a directed losing party, the expense of the arbitrator shall be borne equally. Any party requesting a copy of the transcription of such arbitration hearing shall bear the cost of same.

ARTICLE 9 - PROBATION

9.1 All new employees in the Fire Department bargaining unit will serve twelve (12) months of probation. New hire probationary employees may be terminated with or without cause at management's discretion during the probationary period. The probationary period for bargaining unit employees promoted from Firefighter to Lieutenant or Firefighter to Driver will be for a period of six (6) months. In the event a bargaining until employee takes a leave of absence, the probationary period will be resumed and continued for the length of the absence.

9.2 New hire probationary employees may not take vacation during the first six (6) months of the probationary period. After six (6) months they may take vacation as long as they have a satisfactory or above performance evaluation.

9.3 New hire probationary employees will not attend City-sponsored schooling unless approved by the Fire Chief or his/her designee.

9.4 New hire probationary employees shall not be allowed shift exchanges while on probation. Exceptions may be allowed with the approval of the Fire Chief or his/her designee.

9.5 New hire probationary employees on shift shall be tested every three months on streets, addresses, block numbers, fire suppression systems, equipment, standard operating procedures and rules and regulations of the department, firefighting skills, patient care, hazardous materials, driving, operating and pumping of apparatus and equipment. The test shall be a written and performance based test in accordance with the standard operating procedures for probationary employees, and probationary employees shall be required to achieve a minimum score of 75% on all component tests. Probationary employees scoring less than 75% on a component test will be entitled to one (1) retest.

9.6 Probationary employees shall be evaluated as directed by the Fire Chief or his/her designee in accordance with the Department's established policies and procedures.

ARTICLE 10 - DUES DEDUCTION

10.1 The City shall deduct Union dues from the pay of each bargaining unit employee covered by this Agreement, provided that at the time of such deduction there is in the possession of the Payroll Section of the Finance Department of the City a current written authorization by the bargaining unit employee submitted by the Union. Such authorization may be revoked by the bargaining unit employee at any time upon at least thirty (30) days written notice to the Union and to the Human Resources. Dues shall be deducted on a bi-weekly basis.

10.2 At the time of execution of this Agreement, the Union shall advise the Payroll Section of the City, in writing, of the exact amount of regular monthly dues. Thereafter, if the Union requests the Payroll Section of the City to deduct a different amount of dues, such request shall be effective only upon a written statement by the Treasurer of the Union to the Payroll Section

of the City that the new amount is for regular dues only approved by the members in accordance with the applicable law.

10.3 The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City because of actions taken by the City in good faith reliance of the force and legality of the Union dues check-off forms provided by the Union.

10.4 All amounts deducted from the pay of members pursuant to this Article shall be remitted by electronic payment to the Treasurer or other Union designated financial officer along with an official printout documenting the deductions within ten (10) calendar days of the month following on which the deductions were made.

ARTICLE 11 - OCCUPATIONAL SAFETY AND HEALTH

11.1 The City agrees to comply with all applicable safety and health laws and regulations applicable. Given the inherent dangers and risks associated with the fire service, the City agrees to implement precautionary measures as necessary to promote the health and safety of its Fire Department personnel.

A. A Fire Department Workplace Safety Committee composed of four (4) members, two (2) members appointed by the Union President and two (2) members appointed by the Fire Chief, or his/her designee. The City's Safety Coordinator shall serve as an advisor to the committee.

B. The goal of the committee is to achieve and maintain the highest standards of safety and health in the Fire Department in order to eliminate, as much as possible, accident, death, injuries and illness to personnel. The Committee shall adopt rules prescribing the duties and functions of the Fire Department Safety and Health Committee that will be documented in the Cocoa Fire Department Safety and Health Manual. These

rules should include, but are not limited to, assisting in the development and implementation of procedures for conducting workplace safety inspections and reviewing workplace accidents and injuries; evaluating accident prevention and illness-prevention programs; and making recommendations that will include training for Committee members.

C. Safety and Health Committee members may be allowed time off with pay to attend meetings as approved by the Fire Chief or his/her designee and shall receive no additional compensation without prior authorization of the Fire Chief or his/her designee.

11.2 All members covered by this agreement hired on or after October 1, 2015, shall be required to sign an individual agreement to acknowledge they will be a non-user of any tobacco products while on or off duty for the full length of their employment. Tobacco usage is defined as smoking cigarettes, electronic cigarettes, cigars, pipes, or use of any type of tobacco products of any kind at all times, whether on or off duty. Violation of this provision will be subject to disciplinary action, up to and including termination. The parties further agree to encourage members hired before October 1, 2015, to stop using tobacco products. The City shall work with these affected members to develop a tobacco cessation program. Voluntary participation in such program is to be performed off-duty.

ARTICLE 12 - BULLETIN BOARDS

12.1 The City will authorize the Union use of bulletin boards at each Fire Station. The boards will be used only for the following notices:

1. Recreational and social affairs of the Union.
2. Union meetings.
3. Union elections.

4. Reports of Union committees.

5. Newspaper clippings.

6. Other official Union communications.

All notices posted on the Union bulletin boards will contain the signature of the Union Representative. Bulletin boards shall remain neat, organized and its information current.

12.2 Notices and announcements shall not contain anything political or controversial, reflecting upon the City, any of its employees, or any labor organization among its employees, and no material, notices or announcements which violate the provisions of this Section shall be posted.

12.3 Any violations of this Section shall entitle the City to immediately remove any offending materials.

ARTICLE 13 - PROMOTIONS

13.1 Promotions shall be in accordance with the Fire Department's Promotions SOPs, as created by the Fire Department. Any changes in this policy will be made by mutual agreement of the City and Union at least three months prior to the test.

A. Applicants must notify the Fire Chief, or his/her designee, at least thirty (30) days prior to the exam date, of their commitment to sit for the exam, along with copies of certifications/degrees applicable to promotion for consideration of the Fire Chief or designee to be time/date stamped for the record. No applicant will be allowed to leave the examining room until the test is completed and turned in.

B. When a vacancy exists the City will make every effort to fill the vacancy within forty-five (45) days.

13.2 Promotions to the rank of Driver-Operator shall be based on the selection of the best qualified bargaining unit employee for the position available in accordance with the Fire Department's Promotions SOP.

A. Consideration for Driver-Operator will require a State of Florida Pump Operators Certification* and a minimum of two (2) years of unbroken and continuous service as a full-time Firefighter with the City of Cocoa prior to the date of the examination.

B. The eligibility process for as a Driver-Operator will be given in April of odd numbered years (every two years), in order to establish an eligibility list. The eligibility process shall consist of both a written exam and practical exercise. Subject areas and reference materials to be covered on the written exam will be announced ninety (90) days prior to the examination date and made available to all interested parties.

13.3 Promotions to the rank of Lieutenant shall be based on the selection of the best qualified bargaining unit employee for the position available in accordance with the Fire Department's Promotions SOP.

A. Consideration for promotion to Lieutenant will require a Florida Fire Officer One Certification and a minimum of four (4) years of unbroken and continuous service as a full-time Firefighter with the City of Cocoa prior to the date of the examination.

B. The promotional process will be given in April of even numbered years in order to establish an eligibility list. Subject areas and reference materials to be covered on the written exam will be announced ninety (90) days prior to the examination date and made available to all interested parties.

ARTICLE 14 - NO STRIKE CLAUSE

14.1 The Union and any and all members shall not cause, engage in or sanction any strike, slowdown, or other illegal concerned action for the term of this Agreement. Nor shall there be any strike or interruption of work during the term of this Agreement because of any dispute or disagreement between any other persons who are not signatory parties to this Agreement.

14.2 The Union and any and all members agree that for the term of this Agreement it shall not cause, engage in or sanction any picketing or demonstrating in furtherance of a work stoppage.

14. 3 There will be no lock-out by the City for the duration of this Agreement.

ARTICLE 15 - WORKING OUT OF CLASSIFICATION

15.1 Any member of the bargaining unit required to work in a higher classification shall receive out of classification pay for each hour worked in such capacity in accordance with section 15.2.

15.2 Effective after the 2022 Lieutenant test and the 2023 Driver/Operator test, working out of class will only be offered to members on the eligibility list. Until the new promotional lists have been established, all opportunities for working out of classification within the rank of Lieutenant or Driver/Operator shall be first assigned to Firefighters on the current Lieutenant promotional list or Driver/Operator eligibility list. Once these lists have been exhausted, it should be offered, by seniority, to a member who has completed the requirements of 15.6 of this Article and will receive five percent (5%).

15.3 The pay differential for Driver/Operators on the promotion list will be seven and a half percent (7.5%). The pay differential for Lieutenants on the promotional list will be ten percent

(10%). However, if there is a Lieutenant and/or Driver/Operator working from another shift due to overtime or shift exchange, he/she shall be assigned as a Lieutenant and/or Driver/Operator and working out of classification pay is not applicable.

15.4 Lieutenants that successfully complete the in-house training program shall be eligible for working out of classification as a District Chief, if not in a probationary status and after the check-off is completed and shall receive ten percent (10%). Those that have not completed the training program will receive five percent (5%).

15.5 The City may assign bargaining unit employees to work out of classification to temporarily fill vacancies within Fire Department positions.

15.6 All eligible bargaining unit member will be offered an in-house training program that must be completed successfully to be assigned in a working out of classification position.

ARTICLE 16 - COUNSEL SERVICES

16.1 The City agrees, to the extent provided by its liability insurance, to undertake and pay for the defense of civil damage actions against any bargaining unit employee arising from or out of his/her actions and/or omissions in the course and scope of his/her employment or service as an employee, and the City will file proper and appropriate legal pleadings in such actions; The Union shall be kept fully informed regarding the City's defense of the bargaining unit employee, and shall fully cooperate in such defense.

16.2 The City agrees to indemnify, through its liability insurance, a bargaining unit employee for judgments levied against him/her as a result of the bargaining unit employee's actions while acting in the scope of his/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/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.

16.3 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 meets with the bargaining unit employee and his/her attorney, to advise them about settlement.

16.4 The application of this Article will not diminish an employee's rights under Florida Statutes Section 768.28(a).

ARTICLE 17 - ASSIGNMENT DURING NON JOB-RELATED DISABILITY

17.1 In the event a bargaining unit employee is unable to perform his or her regular duties because of a non-job related condition, the Fire Chief will attempt to provide a light duty assignment, within the Fire Department. The light duty assignment is subject to the following:

A. Employees are responsible for submitting a written request to Human Resources for consideration of reasonable accommodations, including but not limited to incapacity due to pregnancy, injury, or condition. Upon request, employees procedures may be modified as appropriate to reasonably accommodate qualified individuals with disabilities in accordance with the American with Disabilities Act (ADA).

B. Completion of the City's established certification form(s) is essential which includes determination from a competent medical authority that the employee is medically fit to work in a light duty assignment and provide the work limitations and/or restrictions along with a projected duration of these limitations and/or restrictions.

17.2 The Fire Chief, or his/her designee, 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. All light duty assignments shall involve the performance of productive work necessary for the efficient and economical operation of the department and/or City. Any changes in light duty assignments will be coordinated with the Fire Chief or designee in concurrence with Human Resources / Safety & Risk Management.

17. 3 Light duty assignments during non-job-related disability shall not exceed ninety (90) consecutive days in a twelve (12) month period, unless otherwise required by applicable law. In the event there is limited light duty work 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 Fire Chief and the City Manager and documented in writing.

17.4 In the event the duration of an employee's light duty assignment will be greater than the payroll period, the employee shall be changed to a forty (40) hour workweek with their hourly rate converted to a 40-hour equivalent and their leave accruals shall be adjusted accordingly.

17.5 Employees returning to full duty must submit to Human Resources a completed Return to Work form and obtain approval from Human Resources prior to returning to their normal shift.

ARTICLE 18 - GENDER

18.1 Whenever the male gender is used in this Agreement, it shall be understood to mean male or female members of the bargaining unit unless the context in which it is used renders it biologically unlikely or impossible.

ARTICLE 19 - SANITATION, MAINTENANCE AND UPKEEP

19.1 The City agrees to supply and make available for the benefit of bargaining unit members materials required in the day-to-day maintenance and upkeep of floors, windows, kitchen appliances and utensils, sleeping quarters, showers and bathroom facilities at all Fire Stations or other work locations of bargaining unit members. Furthermore, the City agrees to provide items necessary to satisfactorily maintain sanitary conditions of all quarters within all work locations. This includes the administrative offices in fire stations. Bargaining unit employees are not responsible for maintaining or cleaning the administration take home vehicles.

19.2 Any materials or supplies needed to clean and maintain fire and rescue apparatus will be provided by the City. The City will be responsible for providing appropriate soaps or other cleaning agents to enable bargaining unit members to safely remove lubricants and other slippery materials from apparatus and floors, and to maintain a presentable appearance.

19.3 Agricultural, horticultural, and major facilities repair and non-routine maintenance services provided at other City locations will be provided at all Fire Station facilities.

ARTICLE 20 - STAFFING AND EQUIPMENT

20.1 The City shall determine, in its sole discretion, the type and number of equipment and apparatus to be used in the provision of fire and rescue services. The City shall also determine, in its sole discretion, the number and type of personnel to be assigned the shifts, apparatus and equipment. In establishing such staffing, the City shall consider safety (public employee), cost (including overtime expenses) and all other factors deemed relevant by the City.

20.2 When the food and personal needs of fire or rescue companies require visits to retail establishments, the companies shall be required to stay in service. Every reasonable effort will be

made to secure the vehicle and its contents. Whenever possible, visits to any retail establishment shall be made during the return from another station or from a service connected trip.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

21.1 Management shall have the right to discipline, demote, or terminate a bargaining unit member for just cause.

ARTICLE 22 - TRANSFER

22.1 Members of the bargaining unit shall have the right to temporarily exchange station assignments in the same classification, upon providing at least a minimum of twenty-four (24) hours advanced written request. The request must have the written approval of the Fire Chief or his designee. Any such transfer shall not reduce or impair the ability of the Fire Department to provide necessary services. When a vacancy occurs in a bargaining unit position, the senior member holding that same classification shall be given first consideration for transfer to that vacant position. Employees in a probationary period status are not eligible for station transfers.

22.2 Any transfer, whether temporary or to fill a vacant position, may be granted as long as there is no cost or additional expense to the City.

22.3 If the City determines a shift transfer is required, the least senior firefighter in the job classification, to include EMT/Paramedic and Solo-Paramedic, that is necessary shall be moved.

22.4 Once the member has been transferred based on the operational need once in a 12-month period and that member would be subject to a second transfer based on the operational need in the same 12-month period, then that member shall be skipped and the transfer will fall to the next least senior member of that shift.

ARTICLE 23 - INVESTIGATIONS

23.1 The City shall comply with the Firefighter Bill of Rights whenever a bargaining unit member is under investigation and/or discipline may be given. Bargaining unit members may request Union representation (including legal counsel) for an investigation/hearing that may lead to discipline.

ARTICLE 24 - PERSONNEL FILES

24.1 Members of the bargaining unit have the right to review or copy their official personnel files in the Human Resources Division or any Florida Statute Chapter 119 public records that pertain to the members of the bargaining unit in accordance with the City of Cocoa policy of fees for duplication of public records.

24.2 Members of the bargaining unit have the right to include in any personnel files any certificates, records of achievement, and rebuttal to any derogatory information.

24.3 The City agrees that a copy of adverse or derogatory written material will not be placed in the file of any member of the bargaining unit until a copy is provided to the employee.

24.4 Oral and Written discipline over 24 months in the personnel file will not be considered as a basis for further disciplinary action. This exclusion does not apply when the offense of the reprimand involves harassment or workplace violence.

ARTICLE 25 - SHIFT EXCHANGE

25.1 A request to exchange shifts form shall be filled out, signed, and turned in to the Fire Chief or his/her designee at least one shift in advance of the requested shift exchange date by the employees agreeing to exchange shifts. Except for unforeseen circumstances, the request shall include the date the employee requesting the shift exchange will pay the employee working the

shift exchange back. Requests for shift exchange may be denied by the Fire Chief or his/her designee, if the shift exchange will interfere with the operation and/or activities of the Fire Department.

25.2 Shift exchange will be in writing and signed by both parties participating in the exchange on department approved forms. Tracking of exchanged time shall be the responsibility of bargaining unit members. All exchanged time, duty assignments and job tasks shall be the sole responsibility of the rescheduled employee. All shift exchanges must be completed within 12 months.

25.3 Shift exchanges may be granted as long as there is no cost or additional expense to the City and does not interfere with the operation and or activities of the Fire Department, to include, but not limited to maintaining the type and level of service as determined by the City.

25.4 Lieutenants may only exchange with another Lieutenant or Firefighter on the current Lieutenant Promotional List, or members who have completed the requirements in 15.6. Driver/Operators may only exchange with another Driver/Operator or Firefighter on the current Driver/Operator Promotional List, or members who have completed the requirements in 15.6. Effective after the 2022 Lieutenant test and the 2023 Driver/Operator test, shift exchanges will only be offered to members on the eligibility list. In the event the promotional list is exhausted, as there are no members on the list, employees exchanging shifts must be able to fulfill all the duties of the position/employee with which they are exchanging shifts.

25.5 The unit member agreeing to work the shift will be responsible and held accountable for the duty time. If the agreeing unit member agrees to work for another unit member but calls in sick and does not report for work, a physician's note will be required of the employee in order to utilize sick leave to cover lost time from work. The agreeing member is not eligible to

use vacation on a shift that he/she has agreed to work. In the event a unit member has failed to report to duty on an agreed shift exchange on multiple occasions, the unit member will lose the privilege for the shift exchange for one year.

25.6 All shift exchanges will be for time only. No other compensation is allowed.

ARTICLE 26 – UNIFORMS

26.1 Shift bargaining unit employees will be furnished all items of required uniforms in accordance with applicable Department Policy on an as needed basis and subject to annual budget appropriations and availability of item:

1. Uniform shirts, long or short sleeve=
2. Uniform or workout shorts
3. Dark blue uniform trousers
4. 1-1/4 inch black leather belt
5. Cocoa Fire Department badges
6. Name tags
7. T-shirts or casual style shirt
8. C.F.D. (Cocoa Fire Department) baseball type cap
9. Logo job shirt

26.2 The City will continue to replace any articles of uniform as they become worn, torn, or otherwise unserviceable due to normal wear and tear. Any member of the bargaining unit found to have lost, damaged, or destroyed articles of uniform through negligence will be required to pay for replacements. The cost of any required replacement, in such case, shall be through weekly deductions from the member's paycheck, of not more than twenty-five dollars ($25.00).

26.3 In lieu of a cleaning allowance, washers and dryers will be maintained in each of the stations. City washing machines and dryers may only be used for washing City issued items and linens/bedding used at the station.

26.4 Upon separation from employment with the City of Cocoa Fire Department, all issued equipment and serviceable uniforms will be returned. Any bargaining unit employee who retires from the City may retain one badge and a helmet.

26.5 Uniforms and/or equipment issued by the City shall not be worn off duty unless performing a function for the City or in the best interest of the City, with the permission of the Fire Chief. Non-uniform t-shirts can be worn off duty with the permission of the Fire Chief.

26.6 The City shall repair or replace wristwatches of comparable worth, not to exceed one hundred ($100.00) dollars and prescription eye wear not to exceed two hundred ($200.00) dollars, 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. Members of the bargaining unit will be reimbursed up to one hundred ($100.00) dollars annually each fiscal year, for the purchase of shoes approved by the Fire Chief.

ARTICLE 27 - MILEAGE ALLOWANCE

27.1 Bargaining unit employees using their private vehicle for Fire Department business with prior approval of the Fire Chief or his/her designee, shall be compensated at the applicable City rate.

ARTICLE 28 - INSURANCE

28.1 The City will pay one hundred percent (100%) of the cost of the member's plan premiums, (up to the cost of the Core Plan), and fifty percent (50%) of the cost of the Core Plan for dependent premiums or other costs, providing sufficient revenues permit. For Fiscal Year 2022, the City will absorb the cost of the dependent coverage increase on the health plan.

28.2 The City will pay one hundred percent (100%) of the cost of member's long-term disability coverage.

28.3 Health and hospitalization benefits for future retirees will be provided in accordance with City Resolution 95-27 and Resolution 2008-133, as may be amended by City Council.

28.4 The Union will be allowed to have a representative on any Advisory Committee formed to review Health and Hospitalization Insurance.

28.5 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 Union with thirty (30) days of notice of any proposed changes. Bargaining unit employees shall also be able to participate in the City's flexible spending plan on the same basis as other City employees.

ARTICLE 29 - WAGES

29.1 Effective the first pay period of Fiscal Year 2022, the City shall provide a seven percent (7%) wage increase for bargaining unit members employed prior to January 1, 2021 For Fiscal Year 2023 and 2024, the City shall provide bargaining unit members with a three percent (3%) wage increase based on budgetary appropriations and Council budget adoption. If another bargaining unit receives more than a 3% percent across the board, the union may open this Article

for negotiations. If the 3% wage increase for Fiscal Year 2023 and 2024 is not appropriated by Council, the City shall give notice of such to the union, and this article will automatically reopen solely for the purposes of negotiating wages for the fiscal year at issue.

29.2 For Fiscal Year 2022, bargaining unit members hired after January 1, 2021 will be brought to the new minimum. For Fiscal Year 2023 and 2024, bargaining unit members employed for a partial fiscal year will receive a prorated wage increase equivalent to the number of full calendar months they were employed. For example, a Firefighter with a new hire date of June 15, will be eligible for 3/12 of the annual wage increase, in accordance with 29.1, with counting months of July- September and new hire that starts on June 1 would receive 4/12 of the annual wage increase with counting the month of hire as a full month.

29.3 Under no circumstances will employees be eligible to receive a wage increase above the maximum for their pay grade. Once the maximum has been reached, the employee will receive a lump sum for equivalent wage increase amount.

29.4 Employees who are promoted to Lieutenant or Driver/Operator Classification shall be placed in the new rank at the minimum, or receive a 5% increase, as defined in the City Personnel Policies, whichever is greater.

29.5 The Pay Plan for bargaining unit members is:

Classification	**Firefighters**	**Driver/Operator**	**Lieutenants**
Minimum	$38,116	$46,488	$57,954
Maximum	$66,300	$69,600	$82,800

ARTICLE 30 - INCENTIVE PAY

30.1 The parties agree that incentive pay increments for various certifications and educational attainments shall continue to be included in hourly rates of pay, as per Article 29, Wages.

30.2 The City agrees to provide adequate on duty training to all members of the bargaining unit who operate motorized equipment.

30.3 The City agrees, for the duration of this Agreement, all members of the bargaining unit who are or become eligible for the educational incentive pay amounts established pursuant to "Florida Firefighter Standards and Training" in Florida Statutes, Chapter 633, will continue to receive such amounts.

30.4 All bargaining unit employees hired prior to October 1, 2021 holding a valid Paramedic certification shall receive $ .77/hour. The benefit of “patch pay” shall be eliminated once there are no existing employees utilizing this benefit.

30.5 Procedures for attaining Solo Paramedic status shall be established in accordance with the Department’s established policies and procedures. Once an employee is released by the medical director and Fire Chief to be a “solo status” paramedic, an incentive pay of $2.31 per hour will become effective. If a member loses the privilege to practice as a paramedic through discipline or action by the state this incentive pay shall be halted until the privilege is restored.

30.6 The City shall pay twenty-five dollars ($25.00) bi-weekly to any employee holding any two (2) of the below five (5) certifications/courses of study:

A. State of Florida Fire Officer II, III, or IV (only one (1) of the four (4) can be utilized)

B. State of Florida Fire Instructor I, II, or III (only one (1) of the three (3) can be utilized)

C. State of Florida Live Fire Instructor I or II (only one (1) of the two (2) can be utilized)

D. National Fire Academy Incident Safety Officer Certificate or equivalent approved by the Fire Chief

E. State of Florida Smoke Diver or equivalent approved by the Fire Chief.

ARTICLE 31 - HOURS OF WORK AND OVERTIME

31.1 The City shall establish a work period consisting of twenty-seven (27) days. Payment for overtime will be one and one-half (1-1/2) in excess of (200) hours of actual work in the twenty-seven (27) day work period as provided in the Fair Labor Standards Act. Fifty hours will constitute a normal workweek. The normal weekly wage for on-shift bargaining unit employees is derived by dividing the annual salary amount by two thousand six hundred (2,600) hours and multiplying by fifty (50). The City agrees to pay members of the bargaining unit at the rate of one and one-half (1-1/2) times the regular rate of pay for every hour worked outside of the normal twenty-seven (27) day work period schedule. It is understood that all time worked beyond the fifty (50) hour scheduled workweek will be at the rate of one and one-half (1-1/2) for overtime. Paid leave for vacation and witness duty for City purposes, will be counted as time worked for the purposes of computation of overtime. Sick leave, bereavement, short term military leave, and Jury Duty do not count as time worked for the purposes of computing overtime, unless issued mandatory overtime. Bargaining unit members called back to work from off duty shall be paid for all hours worked with a minimum of two (2) hours regardless of a lesser number of hours actually worked.

31.2 On-shift bargaining unit employees will work a week which averages fifty (50) hours per week running from Monday to Sunday. There will be a three (3) platoon system; twenty-four (24) hours on duty, twenty-four (24) off duty, commencing at 7:30 a.m. and ending at 7:30

a.m. the next morning, followed by twenty-four (24) hours off duty, cycled successively, until three (3) shifts have been worked. Thereafter, there will be a break of ninety-six (96) hours. All 27-day cycles will have nine (9) scheduled duty days.

31.3 The maximum number of on-shift Fire Department personnel allowed to be off at the same time is three (3); only two officers shall be allowed to take the same time off, unless approved by the Fire Chief or his designee. The maximum number of personnel allowed to be off on F.L.S.A. day is two (2).

31.4 It is understood and agreed, should there be a change in the Fair Labor Standards Act or circumstances adversely impacting the City, both sides shall meet and renegotiate a new work schedule.

31.5 Every attempt will be made to establish and post a monthly duty roster at least one week prior to the last scheduled shift of each month. Periodic breaks of ninety-six (96) consecutive hours will be taken off as scheduled, unless they are exchanged in accordance with Article 25, Shift Exchange. The same provisions will apply to time off and exchange of F.L.S.A. day.

31.6 Bargaining unit employees shall be required to return to work while off duty or to hold over on shift when deemed necessary by the City and the City has first attempted to procure a volunteer through the overtime list. Bargaining unit employees called back to work from off duty status or held over for less than one hour, shall be compensated for time worked rounded to the nearest five minutes and will have the pay added to their regular weekly paycheck for the week in which the overtime was worked.

31.8 On-shift bargaining unit employees will be granted one (1) F.L.S.A. day, also referred to as "Kelly" day, each 27-day cycle for a full year. On-shift bargaining unit employees

will select their F.L.S.A. days by December 31 of each year, starting with the most senior member and going down to the least senior member. This will enable us to maintain our two hundred (200) hours in the twenty-seven (27) day cycle. F.L.S.A. days may be changed or exchanged with more than forty-eight (48) hours of notice, unless it creates overtime, subject to approval of the Fire Chief or his/her designee. Criteria set forth under Shift Exchange, Article 25 shall be applied. F.L.S.A. day requests shall have priority over all other leaves.

31.9 On-shift bargaining unit employees will be granted time to rest during each twenty-four (24) hour work period requiring them remain available to respond to the needs of the department without delay. Normally, the hours to provide this rest time will be as follows: 4:30 p.m. to 7:00 a.m. on weekdays; 12:00 p.m. to 7:00 a.m. on Saturdays; and upon completion of routine duties, scheduled activities and prior authorization of the shift commander on Sundays and Holidays.

31.10 Overtime procedures for staffing and special events/activities shall be established in accordance with the Department's established policies and procedures.

ARTICLE 32 - JOB SECURITY

32.1 The city warrants that, for the life of this contract, there will be no transitioning (i.e. to the County or private services) of Fire Services.

ARTICLE 33 - BEREAVEMENT LEAVE

33.1 In the event of a death of a member of the bargaining unit employee's immediate family, a maximum of three (3) shifts off within seven (7) calendar days shall be granted following notification of death for attendance at the funeral. Extensions of the seven (7) calendar day time

frame will be at the discretion of the Fire Chief. In unusual cases, the Fire Chief, and/or designee, may approve additional time off utilizing sick and/or vacation leave.

33.2 The immediate family of the bargaining unit employee will be defined only as: spouse, mother, father, stepmother, stepfather, children, stepchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, brother, sister, employee's/spouse's grandparents or grandchildren. 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 Fire Chief.

33.3 A bargaining unit employee notified of death of a member of the immediate family during duty hours shall be granted leave for the duration of that shift. This leave will not be counted as Bereavement Leave in Article 33.1. Bereavement leave will start the following day.

ARTICLE 34 - JURY DUTY/VOTING

34.1 Any member of the bargaining unit ordered to report for jury duty shall be given sufficient time off with pay to carry out his/her civic responsibility. Before being relieved from his/her department duty, the employee will furnish official documentation of having been selected to serve. No deduction will be made by the City for any compensation for carrying out said jury duty or job-related deposition requirements.

34.2 Upon completion of jury duty or deposition schedule each day, the bargaining unit member shall report back to complete the scheduled shift.

34.3 Under special circumstances members of the bargaining unit who are registered to vote will be allowed sufficient time off via vacation leave to vote in local, state, and national elections, as long as level of service is maintained and there is no additional cost to the City. Notice to participate in the voting process shall be provided to the District Chief or his/her designee one (1) shift prior to Election Day.

34.4 Bargaining unit employees shall not be eligible for reimbursement by the City for any meals, lodging, travel or other expenses incurred while serving as a juror or to participate in the voting process.

ARTICLE 35 - VACATION

35.1 Vacation leave is a planned absence. Therefore, bargaining unit employees must request and have **prior** approval from their supervisor in order to take vacation. Supervisory approval of vacation requests shall be based on factors including, but not limited to operational needs, activities and workload, timeliness of request; available accrued vacation time, etc.

35.2 Shift employees are entitled to vacation with pay as follows:

Years of Service	# of Shifts
1 – 5	8
6 – 10	9
11 – 15	10
16 and over	12

35.3 Non-Shift employees are entitled to vacation with pay as follows:

Years of Service	Hours per Year
1 – 5	88
6 – 10	104
11 – 15	128
16 and over	152

First choice vacation requests for the year must be submitted to the Shift Commander by December 31, and run consecutively (they may include FLSA Days throughout). Vacation requests will be considered on the basis of seniority, consistent with the needs and requirements of the department.

35.4 Any other vacation requests during the year must be submitted in writing at least twenty-four (24) hours in advance, in increments of not less than two (2) hours based on a first come basis. The City will make every effort to meet the written request; however, the needs of the department will be given first consideration.

35.5 Vacation requests less than twenty-four (24) hours in advance may be granted by the District Chief on Duty, subject to the operational needs of the department at that time including but not limited to:

A. The bargaining unit employee reports to his/her duty station in uniform and ready to work;

B. One or more of the three (3) leave slots set forth in Article 31.2 are not being used for any part of the shift.

C. Does not result in a downgrade in the level of service from ALS to BLS.

D. Overtime is not created.

35.6 Maximum vacation time allowed to be taken at one time is one (1) year of accrual.

35.7 Bargaining unit employees who are separated in good standing from the City and who have accrued vacation to their credit at the time of separation shall be paid the hourly rate for the accrued shift days not to exceed two (2) year's accrual, provided the employees provides two (2) working weeks of advance written notice.

35.8 In the event of an employee's death, accrued vacation leave, if any, shall be paid at the hourly rate to his/her beneficiary or estate.

35.9 If a bargaining unit member becomes sick while on vacation, the time necessary to recover from the sickness will be charged to sick leave, not annual vacation, at the discretion of the Fire Chief, or his/her designee. The Fire Chief, or his/her designee, may request written explanation supporting his/her request to change to sick leave.

ARTICLE 36 - SICK LEAVE

36.1 On shift bargaining unit employees accrue sick leave at the rate of twelve (12) hours per calendar month. Non-shift bargaining unit members receive eight (8) hours per month. Accrual is unlimited.

36.2 Paid sick leave will be granted to bargaining unit members when they are ill, if there are sufficient hours of accrual available. Sick leave is a privilege which shall be primarily reserved for personal sickness. In the event the bargaining unit employee needs to care for a spouse or child, five (5) days per year may be used. Medical leaves qualified for Family Medical Leave may be granted under the City's policy and applicable Federal law. Additional time may be granted upon the approval of the Fire Chief.

36.3 Employees will notify their District Chief or designee at least one (1) hour before the start of their scheduled shift. Failure to provide sufficient notification shall result in disciplinary action.

36.4 A physician's note will be required of the employee in order to utilize sick leave to cover lost time from work if more than two (2) consecutive shifts, or if there is a pattern of abuse. Abuse of sick leave may be grounds for progressive discipline.

36.5 Bargaining unit employees shall have the option of participating in the City's Sick Leave Incentive Programs under the same terms as the City's general employees.

36.6 Sick leave will be paid, as follows, in the event of termination by:

1. **Resignation** Twenty-five percent (25%) of all accumulated unused sick leave at current hourly rate, up to a maximum of 720 hours with a minimum of five (5) years of continuous service with the City prior to resignation with a two (2) working weeks of advance written notice. Utilization of sick leave during the resignation notice period shall require a physician's note.

2. **Normal Retirement** (As defined in the Pension Plan Ordinance) – Bargaining unit employees hired prior to October 1, 2007 will receive one hundred percent (100%) of all accumulated sick leave, up to a maximum payment of one thousand seven hundred twenty-eight (1,728) hours. Employees hired October 1, 2007 or after shall receive 100% of all accumulated sick leave, up to a maximum of one thousand and eighty (1080) hours. Employees hired on or after August 1, 2013, shall receive 66 2/3% of the sick leave balance not to exceed seven hundred twenty (720) hours.

3. **Disability Retirement** (As defined in the Pension Plan Ordinance) - Same as normal retirement above.

4. **Death** - In the event of death, the bargaining unit employee's estate or beneficiary will be paid at the same rate as normal retirement.

36.7 For the purpose of computing sick leave of less than one (1) hour, increments of the nearest ten (10) minutes will be used.

ARTICLE 37 - HOLIDAYS

37.1 The following are recognized as holidays by the City:

1. New Year's Day (January 1)
2. Martin Luther King, Jr.'s Birthday (3rd Monday in January)
3. President's Day (Washington's Birthday) (3rd Monday of February)

4. Memorial Day (Last Monday of May)

5. Independence Day (July 4th)

6. Labor Day (1st Monday of September)

7. Veteran's Day

8. Thanksgiving Day (4th Thursday in November)

9. Day after Thanksgiving (4th Friday in November)

10. Christmas Day (25th Day in December)

11. Employee's Birthday – employee will take his birthday off within 30 days.

37.2 Bargaining unit employees on-shift will be paid in the September timeframe at the end of each fiscal year for the first ten above listed holidays at the employee's hourly rate of pay up to a maximum 100 hours. Bargaining unit employees who are working a modified shift (light duty) or workers compensation will receive time off with pay for the holiday. If a bargaining unit employee is not employed, is working a modified shift (light duty) or workers compensation, or is on leave of absence at a time of reimbursement, the employee's pay will reflect a percentage of the 100 hours pay (i.e., seven (7) holidays observed, seven-tenths (7/10) of 100 hours.

ARTICLE 38 - PERSONAL LEAVE, NON-PAID

38.1 The Fire Chief or his/her designee, with the concurrence of the City Manager, may allow each member of the bargaining unit up to six (6) shifts per year personal leave for reasons not covered by Articles in this Agreement. This time is non-paid and non-cumulative.

38.2 Due consideration will be given to requests for personal leave without pay in line with the requirements of the Department and budgetary impact

ARTICLE 39 - UNION BUSINESS

39.1 The Union shall notify the Fire Chief, in writing, of its designated Union officials. It shall be the responsibility of the Union to inform the Fire Chief, in writing, of any change of the designation of such officials. No Union official will be recognized by the City unless the Fire Chief receives written notification from the Union of his/her designation. One member of the bargaining unit elected or appointed to Union office may be afforded time off with pay to perform their Union functions subject to **prior** approval of the Fire Chief, or his/her designee. This will be limited to the President and/or his or her appointed designee. This would include attendance at regular or special meetings, which would involve the Fire Department, contract negotiations, and activities related to grievance handling without loss of pay or applicable benefits, as long as it does not interfere with the operations of the Fire Department or result in payment for overtime or working out of classification.

39.2 Two (2) members of the Union negotiating team may be allowed to attend meetings which shall be mutually set by the City and the Union without loss of pay or applicable benefits.

39.3 The President of the Union or his/her designee may be allowed time off with pay to attend any and all meetings of the City Council, as long as this does not interfere with the operations of the Fire Department or result in payment for overtime or working out of classification.

39.4 All provisions of this Article require the **prior** approval of the Fire Chief, or his/her designee.

39.5 Union business will be considered as one (1) of the three (3) leave slots, as outlined in Article 35.5.

39.6 The Union shall be provided 144 hours per fiscal year for union business annually for union business not specifically outlined above. Time off for pension related business will not be considered union business under this article. Such hours off need to be requested, in writing, to the Fire Chief in advance, like vacation time, and are subject to 39.5 above.

ARTICLE 40 - JOB-RELATED MEDICAL LEAVE OF ABSENCE

40.1 The City shall provide workers' compensation coverage for all bargaining unit employees, including probation employees, in accordance with Florida Statutes, Chapter 440.

40.2 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 using the appropriate City forms.

40.3 Bargaining unit employees who sustains a compensable on-the-job injury and who is determined by competent medical authority to be temporarily, totally disabled from performing their duties shall receive workers' compensation wage benefits, as prescribed by law.

40.4 The City shall provide bargaining unit employees with paid injury leave equal to their regular weekly pay during the first seven (7) days from the date of the compensable on-the job injury. During the first two (2) months from the date of the compensable on-the-job injury, the City will supplement the workers' compensation wage benefit up to 100% of the bargaining unit employees' regular weekly gross wages. The City Manager may, at his 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. After the first two (2) months from the date of the compensable on-the-job injury (or the period as extended by the City Manager), bargaining unit employees may supplement their workers' compensation wage benefits with their accumulated sick leave, compensation time and vacation leave, provided that the combined income

from their accumulated leave and their workers' compensation wage benefits do not exceed 100% of their regular weekly gross wages including all benefits and deductions.

40.5 Seniority will continue to accumulate during the period of absence due to a workers' compensation disability.

40.6 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.

40.7 Upon a bargaining unit member's return to duty from a job related injury or illness, all medical related appointments and/or treatments that occur during normal working hours shall be charged to unit member's accrued sick leave balance or other accrued leave if the paid workers' compensation leave has been exhausted. Bargaining unit members shall make every effort to schedule medical related appointments and/or treatments during non-working hours so as to minimize disruption to the operation.

40.8 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 own department, and if no light duty exists there, then in any department within the City, based on medical verification of ability to perform the modified duty. Bargaining unit employees assigned to temporary modified duty as a result of a job-related injury shall have their hourly rate converted to a 40-hour equivalent while working a Monday through Friday modified work schedule. Any approved leave during the non-combat assignment shall be in accordance with the applicable leave Article(s) within this Agreement. Leave accruals should reflect a forty (40) hour work week while working a modified Monday through Friday schedule. The temporary light duty assignment shall not exceed 120 consecutive days.

ARTICLE 41 - PENSION

41.1 Retirement benefits and employee contributions for employees covered by this Agreement will be as provided in the City of Cocoa Firefighters' Retirement Plan (the "Plan"), except as provided below. All changes to the existing Plan will take effect on October 1, 2021 (the "effective date").

41.2 Plan benefits for credited service on and after the effective date will be the same as the Plan provisions in effect prior to the effective date, except as follows:

a. For employees hired after November 9, 2015, the normal retirement date will be the earlier of age 55 with 10 years of credited service or 25 years of credited service regardless of age, and separation from employment. For employees the normal retirement date shall be age 52 with 10 or more years of credited service or 25 years of credited service regardless of age.

b. Effective on and after the effective date, compensation for pension purposes shall be base pay including state funded incentives, holiday pay, driver and paramedic (solo or non-solo) pay, but excluding overtime in excess of one hundred (100) hours per fiscal year, payments for non-City events (special details), 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 August 8, 2013, in an amount equal to the leave hours accrued on the August 8, 2013 or the amount paid out upon termination of employment, whichever is less.

c. For Members hired after the effective date, Average Final Compensation will be the five (5) highest of the last ten (10) years of credited service. Members hired

prior to the effective date shall continue the average of the highest three (3) consecutive years of the last ten (10) years of credited service.

41.3. The benefit changes in section 41.2 (with exception of 41.2(b)) above will not apply to any employee who has reached age 52 with 10 or more years of credited service or 25 years of credited service regardless of age on the effective date. Such employees will continue to accrue benefits in accordance with the Plan provisions in effect on the day before the effective date, for as long as they are employed by the City and eligible to accrue benefits under the Plan.

41.4 The parties agree that all funds in the excess state monies reserve ($550,678.25 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 175, Florida Statutes shall be applied to reduce the Unfunded Actuarial Accrued Liability 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 as the City and Union mutually agree to allocate ch. 175 premium tax revenues to the share plan, the parties will negotiate the details of the share plan.

41.5 Effective on and after the effective date, if the City's annual required contribution (ARC) increases five percent (5%) or greater from the amounts represented in the October 1, 2014 Actuarial Valuation Report for the Firefighters' Retirement Plan, or the unfunded actuarial accrued liability (UAAL) increases greater than twenty percent (20%), this Article will be automatically be reopened for negotiations. [City's annual required contribution for FY 2015-16 = $1,720,919; UAAL = $8,546,033]. 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.

41.6 Upon ratification of this Agreement effective October 1, 2021, the Plan shall be amended by the City to provide for a service incurred disability retirement benefit equal to sixty (60%) of a member's average monthly salary if the disability occurs as a result of an active shooter event or mass killing.

ARTICLE 42 – EDUCATION/PARAMEDIC SCHOOL

42.1 Where bargaining unit employees are required by the Fire Chief to do training on off-duty time, they shall be compensated at the appropriate rate of pay for the time spent for the training, including travel time.

42.2 Education policies shall be established in accordance with City Policy.

42.3 New hires at time of hire that have obtained the State of Florida Certification as a Paramedic or current employees who obtain State of Florida Certification as a Paramedic upon ratification of this contract, will receive a one-time payment of $3,500 after being certified by the Medical Director as a solo-paramedic and completion of probation.

42.4 In the event the employee leaves employment within three (3) years of receiving the bonus, the payment will be repaid by the employee at one hundred percent (100%).

ARTICLE 43 – SENIORITY

Seniority as used in this Agreement shall be defined as the period of time employed within the classification (IE: Firefighter, Driver/Operator, Lieutenant). Exceptions to this application is for annual vacation request and FLSA request, which uses the date of hire for seniority application and Personnel Reduction (Article 47). Should more than one employee have the same seniority date, the first letter of their last name at the date of hire shall define seniority starting with the letter

"A" to "Z". Should more than one employee have the same first letter in the last name, the second letter shall define seniority, then the third, and so on and so on.

ARTICLE 44 - PHYSICAL FITNESS PROGRAM

44.1 Bargaining unit employees may participate in exercise or work out activities while on duty as approved by the Fire Chief or his designee. Any injuries sustained while on duty shall be considered job related injuries.

44.2 Employees are expected to remain at their daily assigned stations when participating in fitness activities. If for some reason there is a need to move to another location, prior authorization by the Fire Chief or his designee must be obtained. Approval shall be based on the needs and activities of the Department.

44.3 The City and Union will form a physical fitness committee, consisting of two (2) members from the Union appointed by the President and two (2) members from the City.

ARTICLE 45 - DRUGS AND ALCOHOL

45.1 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.

45.2 Employees may request Union representation during any of the testing procedures.

ARTICLE 46 - MEDICAL REQUIREMENTS FOR FIRE FIGHTERS

46.1 To ensure bargaining unit employees are medically capable of performing their required duties and reduce the risk of injuries and illness, bargaining unit employees shall receive, at the City's expense, annual medical physicals, providing sufficient budget funds are available.

46.2 Bargaining unit employees shall be required to participate in Fit for Duty examinations. Additional tests and examinations including, physiological evaluations, may be included and required as deemed necessary by management or designated Fit-for-Duty physician.

46.3 Bargaining unit employees who do not meet the minimum requirements for medical certification, shall be managed by the City in accordance with applicable department, City, state and federal rules and regulations.

ARTICLE 47 - PERSONNEL REDUCTION

47.1 Reduction in force by layoff by job classification within the bargaining unit shall be in order of seniority, defined as the period of time employed within a classification, with the bargaining unit employee having the least seniority being laid off first. Should more than one employee have the same hire date, the first letter of their last name at the date of hire shall define seniority starting with the letter “A” to “Z”. Should more than one employee have the same first letter in the last name, the second letter shall define seniority, then the third, and so on and so on.

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. Recall shall be in reverse order of layoff and no new employees shall be hired until all members of the bargaining unit on layoff have been returned or given the opportunity to return to work.

47.2 Notice of recall shall be sent to the Union and the laid-off member of the bargaining unit at his/her last known address by certified mail, return receipt requested. If any member fails to respond to the recall notice within fourteen (14) calendar days from the date of receiving the notice of recall, he/she shall be considered terminated. Recall rights for any member of the bargaining unit shall expire eighteen (18) months from the date of layoff.

ARTICLE 48 - JOB DESCRIPTIONS

The members of the bargaining unit will perform duties as described in the Job Descriptions. (See Appendix A, B C, and D).

ARTICLE 49 - ENTIRE AGREEMENT

49.1 This Agreement constitutes the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the mutual consent of the parties, in a written and signed amendment to this Agreement.

49.2 This Agreement shall supersede any conflicting or inconsistent rules, regulations or practices.

49.3 Any and all written agreements, letters of understanding, and/or memorandum of understanding entered into by the City and the Union prior to the effective date of this Agreement

shall be null and void unless specifically and expressly incorporated by written reference in this Agreement.

ARTICLE 50 - DURATION

50.1 This entire Agreement, unless specified within, shall become effective October 1, 2021 and remain in effect up to and including September 30, 2024

50.2 If either the City or the Union desires to modify, amend, or terminate this Agreement at its normal expiration date, other than as specified in Article 29 – Wages and Article 41 - 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.

50.3 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.

APPENDIX A - JOB DESCRIPTION: FIREFIGHTER (EMT)

FIRE DEPARTMENT

GENERAL STATEMENT

Under minimal supervision, performs emergency response work in firefighting, emergency medical treatment and patient care, rescue, confined space entry, hazardous material response and other required service. Work involves performing fire prevention, fire suppression, emergency and non-emergency patient care, rescue and/or hazardous material response to alarms, and operating associated equipment and apparatus; and training in the methods and techniques of emergency response operations and patient care protocols and the use of all related equipment and apparatus. Employee is also responsible for inspecting and maintaining equipment and performing various maintenance and custodial duties at the assigned fire station. Employee is subject to the usual hazards of emergency response work. Reports to a Fire Lieutenant.

SPECIFIC DUTIES AND RESPONSIBILITIES

JOB FUNCTIONS

Responds to incidents requiring firefighting, patient care, rescue, hazardous material response or other service; may make initial determination of necessary personnel, equipment and suppression or containment tactics until relieved by superior officer. Advances hose lines into fire area; selects hose nozzle, depending on type of fire; lays and connects hoses; holds nozzle and directs stream of water onto fire; raises and climbs ladders; creates openings in buildings for ventilation or entrance using various hand and power tools; enters premises for firefighting, rescue, and salvage operations, uses chemical extinguishers, bars, hooks, lines and other equipment. Performs necessary patient care and/or rescue work in accordance with established protocols for Basic and enhanced Basic Life Support; administers necessary emergency medical care requiring the use of

suction units, immobilization equipment, and oxygen delivery systems and other approved equipment. Performs non-emergency related medical treatment for patients, i.e., lift assists, blood pressure checks, etc. Identifies hazardous materials and type of container or carrier at spill scene; performs fire suppression, pre-disaster, disaster and post-disaster activities, as necessary; assists in direction of evacuation operations, as necessary. Performs salvage operations such as placing salvage covers, sweeping water, removing debris and placing smoke ejectors. Performs fire and injury prevention activities. Prepares and completes reports. Inspects assigned emergency response apparatus and equipment daily for efficient operating condition and readiness; cleans and maintains equipment, as necessary, after completion of emergency response operations; performs repairs as appropriate. Attends and participates in training sessions on such topics related to as fire prevention, fire suppression, equipment, apparatus, techniques, patient care, hazardous materials, confined space, streets, hydrants, block numbers, buildings, etc. Aids citizens by assisting in delivery of directions, information, fire safety and other related program presentations to the community. Provides pertinent information to departmental personnel on following shift. Cleans and performs minor maintenance on department buildings, vehicles and equipment. Prepares pre-plans for buildings and facilities. Performs any and all job duties falling within the generic scope of fire/rescue services, including the participation in any public-service programs put on or sponsored by the City. May also be tasked with performing unrelated duties which are not inconsistent with the Collective Bargaining Agreement, on an occasional basis, where the need arises.

MINIMUM TRAINING AND EXPERIENCE

Graduation from high school, or GED.

SPECIAL REQUIREMENTS

Must hold Certificate of Compliance' as a firefighter from the Florida Bureau of Fire Standards. Must hold current Certification as an Emergency Medical Technician. Possession of a valid Florida driver's license**.**

PREFERRED REQUIREMENTS

State of Florida Certified Pump Operator

State of Florida Certified Fire Officer I

State of Florida Aerial Operations Course

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED

TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements; Must be physically able to operate a variety of fire and emergency medical related apparatus and equipment, including such firefighting and emergency response equipment as pumps, ladders, aerial ladders, air compressors, self-contained breathing apparatus, extrication equipment ("jaws of life"), hand tools, electric tools, hydraulic tools, pneumatic tools, axes, shovels, two-way radios, etc. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required. Requires ability to ascend and descend ladders, stairs and ramps using feet or hands and arms. Requires ability to maintain body equilibrium to prevent falling when walking, standing, bending, stooping or crouching.

PERFORMANCE INDICATORS

Knowledge of Job: Has sufficient general knowledge of the operating characteristics and service requirements of equipment and apparatus used in firefighting, fire prevention, patient care, rescue operations and hazardous material response. Has sufficient knowledge of the hazards involved in emergency response operations and of the applicable safety precautions. Has sufficient knowledge

of basic emergency medical procedures and extrication techniques. Has sufficient knowledge of street layout, subdivisions, buildings, block numbers and the location of fire hydrants in the City. Has sufficient knowledge of departmental policies, procedures, standard operating procedures, rules and regulations and safety and health policies and procedures. Is able to operate and care for assigned emergency response apparatus and equipment. Is able to exercise initiative in meeting and resolving emergency situations. Is able to analyze situations quickly and correctly and adopt effective courses of action with regard to surroundings and circumstances. Is able to develop and maintain routine activity reports. Is able to effectively communicate orally and in writing. Is able to establish and maintain effective working relationships as necessitated by work assignments.

APPENDIX B - JOB DESCRIPTION: FIRE LIEUTENANT (EMT/PARAMEDIC)

FIRE DEPARTMENT

GENERAL STATEMENT OF JOB

Under minimal supervision, performs supervisory and skilled firefighting and emergency response work in directing and coordinating activities of a company of firefighters on an assigned shift. Work involves training, instructing and disciplining subordinates; determining proper deployment of equipment in emergency response situations; and ensuring the proper maintenance of apparatus and equipment. Employee is also responsible for commanding emergency response operations until relieved of command by a superior officer. Employee is subject to the usual hazards of emergency response work. Reports to a District Chief.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

Responds to emergency response alarms, determining equipment and personnel to be deployed and providing input into determining the route to be taken by the fire company; directs work of firefighters pending arrival of a superior officer, supervising laying of hose lines, placement of ladders and apparatus, direction of streams of water, ventilation of buildings, rescue of persons and salvage operations. Performs necessary emergency rescue work and patient care in accordance with established protocols for Basic and enhanced Basic Life Support; administers necessary emergency medical care requiring the use of suction units, immobilization equipment, oxygen delivery systems and other approved equipment. Assigns, directs and supervises company of firefighters in daily station routine, ensuring adherence to applicable City and department policies and procedures and contract; assists and advises subordinates, as necessary, resolving problems as

non-routine situations arise; ensures that the routine schedule for the day is followed by all assigned personnel; defines priorities and makes work assignments.

Supervises and assist with cleaning, inspection and return of equipment to station after emergency response operations; supervises cleaning and maintenance of department buildings, vehicles and equipment, and assists in requisition and distribution of personal equipment, tools, clothing, etc.

Participates and conducts training of subordinate firefighters in various facets of emergency response, including firefighting, emergency rescue, patient care, confined space and hazardous material response methods and techniques; prepares pre-fire plans for buildings and facilities. Prepares and administers tests for subordinates. Performs inspections as required.

Evaluates firefighters' performances during emergency and non-emergency response operations; evaluates performance of equipment and apparatus before, during and after emergency response operations; prepares and maintains associated reports for superiors.

Supervises and participates in testing of apparatus and equipment to ensure proper operational capacity.

Prepares and maintains various activity logs and reports; performs duties of District Chief in his/her absence.

ADDITIONAL JOB FUNCTIONS

Aids citizens by assisting in delivery of directions, information, fire safety and other related program presentations to the community.

In the absence of a superior officer, conducts preliminary investigations into personnel accidents and equipment failures during emergency response operations; prepares reports and recommendations drawn from conclusions of such investigations, disciplines subordinates where necessary, including written and verbal reprimands. Recommends more severe disciplinary action

to superiors. Performs any and all job duties falling within the generic scope of fire/rescue services, including the participation in any public-service programs put on or sponsored by the City. May also be tasked with performing unrelated duties which are not inconsistent with the Collective Bargaining Agreement, on an occasional basis, when the need arises.

MINIMUM TRAINING AND EXPERIENCE

Graduation from high school or GED, Possession of a Certificate of Compliance as a firefighter from the Florida Bureau of Fire Standards and possess a current State of Florida EMT certification. And State of Florida Paramedic Certification with solo status if promoted after ratification of contract. Four (4) years of experience in firefighting and emergency response, with the City of Cocoa Fire Dept. Possession of a valid Florida's Driver's License. State of Florida Fire Officer I certification. Completion of Cocoa Fire Department Lieutenant class.

SPECIAL REQUIREMENTS

Must be on the current Driver/Operator List, once established.

PREFERRED TRAINING/EDUCATION REQUIREMENTS

Completion of State of Florida Fire Officer II certification and/or Associate's Degree in Fire Science or EMAS as recognized by the State of Florida for educational incentive pay (this will become a requirement in the future).

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED

TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements: Must be physically able to operate a variety of fire and emergency medical related apparatus and equipment, including computers, typewriters, calculators, copiers, mechanic's tools and such firefighting and emergency response equipment as pumps, ladders, aerial ladders, air compressors, self-contained breathing apparatus, hand tools, electric tools,

hydraulic tools, pneumatic tools, axes, shovels, two-way radios, etc. Must be physically able to operate a motor vehicle. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required. Requires ability to ascend and descend ladders, stairs and ramps using feet or hands and arms. Requires ability to maintain body equilibrium to prevent falling when walking, standing, bending, stooping or crouching.

Cooperation: Accepts supervisory instruction and direction and strives to meet the goals and objectives of same. Offers suggestions and recommendations to encourage and improve cooperation between all staff persons within the department.

Delegating: Assigns additional duties to staff as necessary and/or appropriate in order to meet division goals, enhance staff abilities, build confidence on the job and assist staff members in personal growth. Has confidence in staff to meet new or additional expectations.

Policy Implementation: Has a clear and comprehensive understanding of all applicable laws and ordinances, as well as all applicable City and departmental policies, procedures, standard operating procedures, rules, regulations, and safety and health policies and procedures. Adheres to all applicable laws and ordinances, as well as all applicable City and departmental policies, procedures, standard operating procedures, rules, regulations, and safety and health policies and procedures, in the discharge of duties and responsibilities and ensures the same from subordinate staff.

PERFORMANCE INDICATORS

Knowledge of Job: Has considerable knowledge of the principles, methods and equipment used in firefighting, fire prevention, patient care, rescue operation, confined space and hazardous material response. Has considerable knowledge of applicable laws and ordinances and of applicable City and departmental policies, procedures, standard operating procedures, rules,

regulations, and safety and health policies and procedures. Has considerable knowledge of the operating characteristics and service requirements of firefighting equipment and apparatus. Has considerable knowledge of the hazards involved in emergency response operations and of the applicable safety precautions. Has considerable knowledge of street layout, block numbers, buildings and the locations of fire hydrants in the City. Has general knowledge of basic emergency medical procedures and techniques. Has satisfactory knowledge of modern techniques and methods of fire and emergency response administration with special attention to firefighting principles, practices, and procedures. Has sufficient knowledge of the principles and practices of municipal fire department organization and administration. Has sufficient knowledge of the current literature, trends and developments in the field of firefighting, patient care, emergency rescue, confined space and hazardous material response. Is able to plan, direct and coordinate the effective use of fire fighting and patient care equipment, apparatus and personnel. Is able to maintain discipline and respect of subordinates and to lead and command effectively. Is able to exercise initiative in meeting and resolving emergency situations. Is able to analyze situations quickly and correctly and adopt effective courses of action with regard to surroundings and circumstances. Is able to prepare and maintain routine work records and reports. Is able to train and instruct in modern firefighting and patient care principles, practices, and procedures. Is able to effectively express ideas orally and in writing. Is able to establish and maintain effective working relationships as necessitated by work assignments. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required.

APPENDIX C - JOB DESCRIPTION: FIREFIGHTER (PARAMEDIC)

FIRE DEPARTMENT

GENERAL STATEMENT

Under minimal supervision, performs emergency response work in firefighting, emergency medical treatment and patient care, rescue, confined space entry, hazardous material response and other required service. Work involves performing fire prevention, fire suppression, emergency and non-emergency patient care, rescue and/or hazardous material response to alarms, and operating associated equipment and apparatus; and training in the methods and techniques of emergency response operations and patient care protocols and the use of all related equipment and apparatus. Employee is also responsible for inspecting and maintaining equipment and performing various maintenance and custodial duties at the assigned fire station. Employee is subject to the usual hazards of emergency response work. Reports to a Fire Lieutenant.

SPECIFIC DUTIES AND RESPONSIBILITIES

JOB FUNCTIONS

Responds to incidents requiring firefighting, patient care, rescue, hazardous material response or other service; may make initial determination of necessary personnel, equipment and suppression or containment tactics until relieved by superior officer. Advances hose lines into fire area; selects hose nozzle, depending on type of fire; lays and connects hoses; holds nozzle and directs stream of water onto fire; raises and climbs ladders; creates openings in buildings for ventilation or entrance using various hand and power tools; enters premises for firefighting, rescue, and salvage operations, uses chemical extinguishers, bars, hooks, lines and other equipment. Performs necessary patient care and/or rescue work in accordance with established protocols for Basic and Advanced Life Support; administers necessary emergency medical care requiring the use of suction units, immobilization equipment, and oxygen delivery systems and other approved Advanced Life Support Equipment. Performs non-emergency related medical treatment for patients, i.e., lift assists, blood pressure checks, etc. Identifies hazardous materials and type of container or carrier at spill scene; performs fire suppression, pre-disaster, disaster and post-disaster activities, as necessary; assists in direction of evacuation operations, as necessary. Performs salvage operations such as placing salvage covers, sweeping water, removing debris and placing

smoke ejectors. Performs fire and injury prevention activities. Prepares and completes reports. Inspects assigned emergency response apparatus and equipment daily for efficient operating condition and readiness; cleans and maintains equipment, as necessary, after completion of emergency response operations; performs repairs as appropriate. Attends and participates in training sessions on such topics related to as fire prevention, fire suppression, equipment, apparatus, techniques, patient care, hazardous materials, confined space, streets, hydrants, block numbers, buildings, etc. Aids citizens by assisting in delivery of directions, information, fire safety and other related program presentations to the community. Provides pertinent information to departmental personnel on following shift. Cleans and performs minor maintenance on department buildings, vehicles and equipment. Prepares pre-plans for buildings and facilities. Performs any and all job duties falling within the generic scope of fire/rescue services, including the participation in any public-service programs put on or sponsored by the City. May also be tasked with performing unrelated duties which are not inconsistent with the Collective Bargaining Agreement, on an occasional basis, where the need arises.

MINIMUM TRAINING AND EXPERIENCE

Graduation from high school, or GED.

SPECIAL REQUIREMENTS

Must hold Certificate of Compliance' as a firefighter from the Florida Bureau of Fire Standards. Must hold current Certification as an State of Florida Paramedic (EMT-P),Current BLS, ACLS, PALS or Equivalent, BTLS or Equivalent. Possession of a valid Florida driver's license**.**

PREFERRED REQUIREMENTS

State of Florida Certified Pump Operator
State of Florida Certified Fire Officer I
State of Florida Aerial Operations Course

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED

TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements; Must be physically able to operate a variety of fire and emergency medical related apparatus and equipment, including such firefighting and emergency response equipment as pumps, ladders, aerial ladders, air compressors, self-contained breathing apparatus, extrication tools ("jaws of life"), hand tools, electric tools, hydraulic tools, pneumatic tools, axes, shovels, two-way radios, etc. Is able to establish and maintain effective working relationships as necessitated by work assignments. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required. Requires ability to ascend and descend ladders, stairs and ramps using feet or hands and arms. Requires ability to maintain body equilibrium to prevent falling when walking, standing, bending, stooping or crouching.

PERFORMANCE INDICATORS

Knowledge of Job: Has sufficient general knowledge of the operating characteristics and service requirements of equipment and apparatus used in firefighting, fire prevention, patient care, rescue operations and hazardous material response. Has sufficient knowledge of the hazards involved in emergency response operations and of the applicable safety precautions. Has sufficient knowledge of Advanced Life Support (ALS) emergency medical procedures and extrication techniques. Has sufficient knowledge of street layout, subdivisions, buildings, block numbers and the location of fire hydrants in the City. Has sufficient knowledge of departmental policies, procedures, standard operating procedures, rules and regulations and safety and health policies and procedures. Is able to operate and care for assigned emergency response apparatus and equipment. Is able to exercise initiative in meeting and resolving emergency situations. Is able to analyze situations quickly and correctly and adopt effective courses of action with regard to surroundings and circumstances. Is able to develop and maintain routine activity reports. Is able to effectively communicate orally and in writing. Is able to establish and maintain effective working relationships as necessitated by work assignments. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required.

APPENDIX D - JOB DESCRIPTION: DRIVER/OPERATOR (EMT or PARAMEDIC)

FIRE DEPARTMENT

GENERAL STATEMENT

This is specialized work driving and operating heavy duty and/or specialized motorized vehicles for firefighting, rescue, or other fire department operations. Under minimal supervision, drives and operates associated equipment and apparatus; performs emergency response work in firefighting, emergency medical treatment and patient care, rescue, confined space entry, hazardous material response and other required service. Work involves performing fire prevention, fire suppression, emergency and non-emergency patient care, rescue and/or hazardous material response to alarms and training in the methods and techniques of emergency response operations and patient care protocols and the use of all related equipment and apparatus. Employee is also responsible for inspecting and maintaining equipment and performing various maintenance and custodial duties at the assigned fire station. Employee is subject to the usual hazards of emergency response work. Reports to a Fire Lieutenant.

SPECIFIC DUTIES AND RESPONSIBILITIES

JOB FUNCTIONS

Safely drives fire apparatus, vehicles, and crew to and from dispatched emergencies, operates pumps, elevating ladders, booms, and other equipment assigned or relative to apparatus. Safely drives and operates fire apparatus and vehicles in non-emergency situations. Makes pumper hook ups as necessary: maintains proper pressures on hose lines: checks motors and operating unit during operations, and makes necessary adjustments or changes. Cleans apparatus, tools, and equipment after use and assures everything is in proper working condition and returned to proper place. Responds to incidents requiring firefighting, patient care, rescue, hazardous material

response or other service; may make initial determination of necessary personnel, equipment and suppression or containment tactics until relieved by superior officer. Advances hose lines into fire area; selects hose nozzle, depending on type of fire; lays and connects hoses; holds nozzle and directs stream of water onto fire; raises and climbs ladders; creates openings in buildings for ventilation or entrance using various hand and power tools; enters premises for firefighting, rescue, and salvage operations, uses chemical extinguishers, bars, hooks, lines and other equipment. Performs necessary patient care and/or rescue work in accordance with established protocols and level of training (EMT or Paramedic); administers necessary emergency medical care requiring the use of suction units, immobilization equipment, and oxygen delivery systems and other approved equipment. Performs non-emergency related medical treatment for patients, i.e., lift assists, blood pressure checks, etc. Identifies hazardous materials and type of container or carrier at spill scene; performs fire suppression, pre-disaster, disaster and post-disaster activities, as necessary; assists in direction of evacuation operations, as necessary. Performs salvage operations such as placing salvage covers, sweeping water, removing debris and placing smoke ejectors. Performs fire and injury prevention activities. Prepares and completes reports. Inspects assigned emergency response apparatus and equipment daily for efficient operating condition (including warning lights, siren and related equipment) and readiness; cleans and maintains equipment, as necessary, after completion of emergency response operations; performs repairs as appropriate. Attends and participates in training sessions on such topics related to as fire prevention, fire suppression, equipment, apparatus, techniques, patient care, hazardous materials, confined space, streets, hydrants, block numbers, buildings, etc. Aids citizens by assisting in delivery of directions, information, fire safety and other related program presentations to the community. Provides pertinent information to departmental personnel on following shift. Cleans and performs minor

maintenance on department buildings, vehicles and equipment. Prepares pre-plans for buildings and facilities. Performs any and all job duties falling within the generic scope of fire/rescue services, including the participation in any public-service programs put on or sponsored by the City. May also be tasked with performing unrelated duties which are not inconsistent with the Collective Bargaining Agreement, on an occasional basis, where the need arises.

MINIMUM TRAINING AND EXPERIENCE

Graduation from high school, or GED.

Must hold Certificate of Compliance' as a firefighter from the Florida Bureau of Fire Standards.

Must hold current Certification as an Emergency Medical Technician and/or Paramedic

Two years of unbroken service as a firefighter in the Cocoa Fire Department

State of Florida Pump Operator Certification

Have successfully completed the Cocoa Fire Department Driver/Operator course

SPECIAL REQUIREMENTS

Possession of a valid Florida driver's license**.**

Current Emergency Vehicle Operator Certification (EVOC)

PREFERRED REQUIREMENTS

State of Florida Certified Fire Officer 1

State of Florida Aerial Operations Course

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED

TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements; Must be physically able to operate a variety of fire and emergency medical related apparatus and equipment, including such firefighting and emergency response equipment as pumps, ladders, aerial ladders, air compressors, self-contained breathing apparatus, extrication equipment ("jaws of life"), hand tools, electric tools, hydraulic tools, pneumatic tools, axes, shovels, two-way radios, etc. Has physical strength and agility to perform prolonged and arduous work under adverse conditions when required. Requires ability to ascend and descend ladders, stairs and ramps using feet or hands and arms. Requires ability to maintain body equilibrium to prevent falling when walking, standing, bending, stooping or crouching.

PERFORMANCE INDICATORS

Knowledge of Job: Has sufficient general knowledge of the operating characteristics and service requirements of equipment and apparatus used in firefighting, fire prevention, patient care, rescue operations and hazardous material response. Sufficient knowledge in Fire Service Hydraulics and Aerial Operations. Has sufficient knowledge of the hazards involved in emergency response operations and of the applicable safety precautions. Has sufficient knowledge emergency medical procedures and extrication techniques. Has sufficient knowledge of street layout, subdivisions, buildings, block numbers and the location of fire hydrants in the City. Stays informed about sprinkler and standpipe connections in the City. Has sufficient knowledge of departmental policies, procedures, standard operating procedures, rules and regulations and safety and health policies and procedures. Is able to operate and care for assigned emergency response apparatus and equipment. Is able to exercise initiative in meeting and resolving emergency situations. Is able to analyze situations quickly and correctly and adopt effective courses of action with regard

to surroundings and circumstances. Is able to develop and maintain routine activity reports. Is able to effectively communicate orally and in writing. Is able to establish and maintain effective working relationships as necessitated by work assignments.

APPENDIX E - GRIEVANCE FORM
CITY OF COCOA/IAFF

Name: (Print)	
Job Title:	**Emp. ID #:**
Date of Alleged Violation:	
Policy/Section and/or Contract/Article Violated:	
Provide a Brief Description of the Grievance:	
Your Suggested Remedy:	
Grievant's Signature:	**Date:**
Union Rep's Signature:	**Date:**

Note: Prior to filing a written grievance, the Union and the aggrieved employees shall discuss verbally with management, the incident or the occurrence that gave rise to the grievance.

STEP 1 – Fire Chief: (Stamp received and give copy to the grievant or Union Rep.)	
Signature of Receiving Party:	**Date:**
STEP 2 – City Manager (Stamp received and give copy to the grievant or Union Rep.):	
Signature of Receiving Party:	**Date:**
Referred to Arbitration (Stamp received and give copy to the grievant or Union Rep.):	
Signature of Receiving Party:	**Date:**

SIGNATURE PAGE

CITY OF COCOA, FLORIDA	INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2416
_____	_____
Michael Blake Mayor	Brian Ackerman President
_____	_____
Stockton Whitten City Manager	Alex Candelario Vice-President
_____	_____
Date	Date

ATTEST:

_____
Carie Shealy
City Clerk

Date: _____

Legislation Details (With Text)

File #:	21-617	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	9/8/2021			**In control:**	City Council
On agenda:	9/14/2021			**Final action:**	
Title:	Proposed Backyard Chicken Ordinance to be presented at a later meeting for adoption by Council. (Interim Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	BACKYARD CHICKEN (Appl & Ord) 4-4-2017.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: September 1, 2021
Agenda Date: September 14, 2021
Prepared By: Charlene Neuterman, Interim Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Proposed Backyard Chicken Ordinance to be presented at a later meeting for adoption by Council.

BACKGROUND:

Councilman Dyal requested Staff create a permanent Ordinance allowing chickens on occupied single-family properties in the City of Cocoa. Below, is some background on the temporary Backyard Chicken Pilot Program the City adopted previously.

City Council adopted Ordinance 15-2014 on April 22, 2014, which provided for a non-binding referendum question regarding whether City Council should amend the City Code to allow the raising and keeping of chickens on residential property for domestic (non-commercial) purposes. The question was on the November 4, 2014, election ballot. Voters approved the non-binding referendum question with more than 54 percent of electors voting in favor of the amending the City Code.

January 11, 2017 - Planning and Zoning Board recommended and approved the Backyard Chicken Pilot Program.

January 24, 2017 - Council approved the first reading of Ordinance 01-2017 with an application fee of $50.

February 14, 2017 - Council approved the second reading of Ordinance 01-2017 to have a two-year expiration date of February 14, 2019.

Backyard Chicken Pilot Program Guidelines

- Persons desiring to participate in the Backyard Chicken Pilot Program must apply for and obtain a permit ($50.00 fee) prior to the keeping of chickens.

- Persons applying for a permit must provide evidence of successful completion of a University of Florida Agricultural Extension Service class, or equivalent, on the care and raising of chickens.

- Up to 4 chickens may be kept on an occupied single-family property within the proper zoning district as noted above.

- The term “chicken” for this program refers to female chickens (hens) only.

- Chickens must be kept within a coop and enclosure and may not be released or set free to roam unless under the direct supervision of the owner and such roaming must be confined to the backyard of the subject property.

- Chickens must be kept for personal use only. Selling of chickens, eggs, feathers, chicken manure, or the breeding of chickens for commercial purposes is strictly prohibited.

- The coop and enclosure must be screened from neighboring property.

- Chicken coops and fence enclosures must be located in the rear/back yard (behind the home). No coop or enclosure will be allowed in any front or side yard. The coop and enclosure must be at least 10 feet from the single-family structure, a minimum of 10 feet from the rear or side property, a minimum of 20 feet from any side street, and a minimum of 20 feet from any neighboring residential homes.

- The proposed new section of code shall be subject to a two-year sunset period and shall expire on a date determined by City Council unless otherwise extended by City Council.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies support program:

- Housing Element Objective 3.2.4 - Neighborhood Preservation: The City of Cocoa shall promote neighborhood preservation through the continued application and enforcement of zoning district regulations, land development regulations, and nuisance abatement regulations.

- Housing Element Policy 3.2.4.4: The City shall protect residential neighborhoods from noise, water, and air pollution by regulating land development practices to ensure all applicable local, state, and federal air & water quality standards are met and maintained. Activities creating noise related disturbances shall be restricted from inappropriate locations or required to provide more stringent attenuation measures.

Complaints/Concerns by residents

Staff receives complaints from residents about current households with chickens, a violation of the code. Without polling all residents, it is unclear whether they are in favor of a permanent Ordinance allowing chickens.

With that being said, it is important to conduct the research, present the data to Planning & Zoning and Council for direction and adoption of an Ordinance. Staff does not offer an opinion in favor or against, but wants to provide statistics and solutions from other communities on how to best establish a program that will be acceptable to both sides.

Staff Process

- Staff will conduct research on surrounding communities and present a report to the Planning and Zoning Board for approval.
- Upon P&Z approval, Staff will return to Council for two readings of the new Ordinance for adoption by Council

There is a Special Planning and Zoning Board meeting scheduled of September 22, 2021 to present the proposed plan and Ordinance. The proposed Ordinance a permanent change with specific policies and procedures established.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

PREVIOUS ACTION:

January 11, 2017 - Planning and Zoning Board recommended and approved the Backyard Chicken Pilot Program.

January 24, 2017 - Council approved the first reading of Ordinance 01-2017 with an application fee of $50.

February 14, 2017 - Council approved the second reading of Ordinance 01-2017 to have a two-year expiration date of February 14, 2019.

RECOMMENDED MOTION:

Proposed Backyard Chicken Ordinance to be presented at a later meeting for adoption by Council.

Application # **PZ** - _____ - _____

BACKYARD CHICKEN PILOT PROGRAM PERMIT 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 and provide supplemental items. Please review and understand the entire Backyard Chicken Pilot Program code carefully prior to application submittal. A pre-application meeting with Staff is **recommended**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Applicant Information:**

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

2. **Property Owner Information:** * *Check here if same as Applicant* → ☐
* *If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

3. **Intent:**
The intent of Section 5-35 is to create and implement a two (2) year temporary Backyard Chicken Pilot Program to permit the keeping of chickens by no more than fifteen (15) families on occupied single-family property within the RU-1-7, RU-1-7a, and RU-1-10 residential zoning districts, subject to the terms and conditions of this section. The number of families eligible under the program may be increased at the city councils' sole discretion, by resolution, in increments of five (5) families, not to exceed twenty-five (25) upon being advised that the public demand requires the increase, city staff is capable of managing the increase, and the outstanding permits are not causing any adverse effects on the community.

Regardless of the date of the permit issued, such permit shall terminate and expire two (2) years from the effective date of Ordinance No. 01-2017 on February 14, 2019 unless terminated earlier or extended by action of the city to extend the sunset and termination date set forth herein.

4. **Please submit the following items in order complete the application:**

a. ☐ **Permit fee.** Please make check payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department in the amount of $50.00.

b. ☐ **Proof of ownership.** If the applicant is the property owner, a copy of the most recent recorded warranty deed is required.

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. ☐ **Drawing.** A drawing shall be submitted showing the location and dimensions of the proposed chicken coop and enclosure and demonstrate all requirements of Section 5-35 are met.

e. ☐ **Certification.** Provide proof of successful completion of a University of Florida Agricultural Extension Service class, or equivalent, on the care and raising of chickens.

f. ☐ **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.

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5. **Signatures and Notarization.**

☐ **I certify that I have read, understand and shall abide by all applicable criteria, standards, and conditions found in Section 5-35, of the City of Cocoa Code.**

_____ _____

Printed Name of Applicant **Notarized Signature of Applicant**

State of Florida, County of Brevard, subscribed and sworn to before me this ____ day of _____, 20_____. who is personally known to me or produced: _____ as identification.

_____ SEAL: _____

Notary Public **My Commission Expires**

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:

_____

Approve Deny Permit Number _____ of 15 Families

ORDINANCE NO. 01-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; RELATING TO BACKYARD CHICKENS; AMENDING CHAPTER 5 – ANIMALS AND FOWL TO INCLUDE A NEW SECTION 5-35 BACKYARD CHICKEN PILOT PROGRAM TO ALLOW THE KEEPING OF CHICKENS AND CHICKEN COOPS WITHIN CERTAIN RESIDENTIAL ZONING DISTRICTS; CREATING DEFINITIONS; ENUMERATING TERMS AND CONDITIONS CONCERNING THE KEEPING OF BACKYARD CHICKENS; ESTABLISHING A LIMITED PERMITTING PROCESS; PROVIDING FOR A SUNSET OR EXTENSION OF THESE REGULATIONS UPON REVIEW BY THE CITY COUNCIL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, INCORPORATION INTO THE CODE, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Chapter 166, Florida Statutes, the Municipal Home Rule Powers Act, provides for the ability of the City of Cocoa to enact legislation concerning any subject matter upon which the state Legislature may act, subject to limited exceptions as provided for therein; and

WHEREAS, the City Council recognizes the trend in society to incorporate fresh organic products into diets; a lifestyle which can be supported by allowing residents to keep and raise chickens on their single family residential properties for the purposes of producing eggs for personal consumption; and

WHEREAS, in recognition of this trend, the City Council presented a non-binding referendum to the registered electorate of the City on November 4, 2014 to gauge community interest and support in establishing a backyard chicken program for purposes of raising and keeping of chickens on residential property for domestic purposes ("Referendum"); and

WHEREAS, the Referendum results were 2,777 in favor (54.66%) and 2,283 opposed (45.34%) to the City Council establishing a backyard chicken program under terms and conditions determined by the City Council; and

WHEREAS, after the Referendum, City staff conducted additional analysis regarding appropriate terms and conditions for establishing a backyard chicken program within the city of Cocoa, and has evaluated several other programs that have been initiated by other municipalities and counties around the country including within the State of Florida; and

WHEREAS, the City Council recognizes the desire of all residents to live in a clean and pleasant environment free of excessive odor, noise, vermin and disease; and

WHEREAS, based on staff's analysis, experts seem to suggest that the keeping of four (4) chickens is sufficient to meet the needs of the average family's egg consumption; and

WHEREAS, the City Council desires to permit residents to maintain up to four (4) chickens on a lot or parcel occupied by a single family detached residence in the RU-1-7, RU-1-7a, and the RU-1-10 Residential zoning districts, subject to the terms and conditions of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY OF COCOA HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. Amendment to Chapter 5, Animal and Fowl. Chapter 5, Animal and Fowl, of the Code of Ordinances, City of Cocoa, Florida, is hereby amended to add a new Section 5-35 as follows (underlined type indicates additions to the City Code):

Sec. 5-35. – Backyard Chicken Pilot Program.

(a) The intent of this section is to create and implement a two (2) year temporary Backyard Chicken Pilot Program to permit the keeping of chickens by no more than fifteen (15) families on occupied single-family property within the RU-1-7, RU-1-7a, and the RU-1-10 Residential zoning districts, subject to the terms and conditions of this section. The number of families eligible under the program may be increased at the city council's sole discretion, by resolution, in increments of five (5) families, not to exceed twenty-five (25) upon being advised that the public demand requires the increase, city staff is capable of managing the increase, and the outstanding permits are not causing any adverse effects on the community.

(b) For purposes of this Section, the term "chicken" refers to female chickens (hens) only. The term "predators" includes, but is not limited to, bears, raccoons, coyotes, bobcats, alligators and foxes. The term "subject property" is the single-family residential property with which the Backyard Chicken Pilot Program permit is associated.

(c) This section does not authorize persons to violate applicable restrictive covenants or homeowner's association rules and regulations. The City does not police and enforce private restrictive covenants or homeowner's association rules and regulations. Persons applying for and receiving temporary permits under this Section are solely responsible for compliance with all applicable restrictive covenants and homeowner's association rules and regulations.

(d) Persons desiring to participate in the Backyard Chicken Pilot Program must apply for and obtain a permit from the city's community services director or designee prior to keeping chickens within the RU-1-7, RU-1-7a, and the RU-1-10 Residential zoning districts. The city shall charge a non-refundable fee of $50.00 dollars to persons applying for a permit to cover processing costs. If the person is not the fee simple owner of the subject property, the fee simple owner must provide owner authorization and consent to the application. No more than twenty-five (25) permits will be issued under this section. Only one permit per occupied single-family property will be issued. Permits shall be awarded by the city on a first-come, first served basis. If a participant chooses to leave the program, he/she must provide notice to the city. The city is then authorized to re-issue the permit to another qualified applicant. If a participant is removed from the pilot program due to violations of the terms of this section, his/her permit may also be re-issued to another qualified applicant.

(e) In order to obtain a permit under this section, persons applying for a permit must submit a sketch showing the location of the proposed chicken coop and enclosure and must demonstrate that he/she can meet the requirements of this section. The city will conduct site inspections of the subject property to make compliance determinations under this section. The community services director or designee may deny a permit application if he/she determines that the person(s) applying for a permit cannot meet the requirements of this section. The issuance of a permit is conditioned upon and subject to the terms and conditions of this section. Regardless of the date of the permit issued, such permit shall terminate and expire two years from the effective date of this section on February 14, 2019 unless terminated earlier or extended by action of the city to extend the sunset and termination date set forth herein.

(f) Persons applying for a permit under this section must provide proof of successful completion of a University of Florida Agricultural Extension Service class, or equivalent, on the care and raising of chickens. The community services director or designee will maintain a schedule of such classes that are available for complying with this condition.

(g) Persons applying for a permit under this section shall be deemed to have agreed to the following terms and conditions: (i) agree to the terms and conditions of this section; (ii) grant the city and its officers, employees and agents a right-of-entry upon the subject property (including rear yard) for inspection purposes to ensure compliance with this section; (iii) agree to remove chickens and chicken coops and enclosures upon the termination or expiration of a permit issued under this section, and (iv) hold the city and its officials, employees and agents harmless concerning matters relating to the permit and this section.

(h) Up to four (4) chickens may be kept on an occupied single-family property zoned RU-1-7, RU-1-7a, and the RU-1-10 upon receiving a permit from the community services director or designee. Chickens are prohibited within other zoning districts unless expressly provided otherwise in the City Code applicable. Chickens shall not be kept on duplex, triplex, or multi-family properties, or within mobile home/manufactured home parks.

(i) Chickens must be kept within a coop or enclosure and may not be released or set free to roam unless under the direct supervision of the owner in compliance with this section. Such roaming must be confined to the backyard of the subject property.

(j) Ducks, geese, turkeys, peafowl, male chickens/roosters, or any other poultry or fowl are not allowed under the provisions of this section.

(k) Chickens must be kept for personal use only. Selling chickens, eggs, feathers or chicken manure, or the breeding of chickens for commercial purposes is strictly prohibited.

(l) Chickens may not be bred or slaughtered on premises. Chickens shall not be used or trained for the purpose of fighting for amusement, sport or financial gain.

(m) The coop and enclosure must be screened from neighboring property. Screening must be accomplished using an opaque fence and/or landscape screen (existing vegetation may be used if sufficient enough to create an opaque screen).

(n) All applicable building permits must be obtained prior to constructing fences and the coop and enclosures to house chickens.

(o) Unless otherwise in conflict with Florida Statutes, a dog or cat that injures or kills a chicken that wanders onto the property at which the dog or cat resides will not, for that reason alone, be considered a dangerous or aggressive animal.

(p) Deceased chickens must be properly disposed of within 24-hours of expiring and in accordance with Florida law. Permit holders may contact the University of Florida Agricultural Extension Service office for requirements regarding the proper disposal methods.

(q) No manure may be allowed to accumulate on the floor of the coop or ground. Permit holders must implement a manure management program. For example, a fly-tight bin for storage of manure could be utilized; the size of which must be sufficient to contain all accumulation or manure. A manure box inside the coop is recommended. The fly-tight tin must be kept at least twenty (20) feet away from all property lines. Composting chicken manure may be allowed in the enclosed bin. Perceptible odor shall not emanate from the manure storage/composting bin.

(r) Chicken coops and fence enclosures must be located in the rear/back yard (behind the home). No coop or enclosure will be allowed in any front or side yard. Yard, as used in this provision, references location, not building setback area. The coop and enclosure must be at least five (5) feet from the single family structure, a minimum of ten (10) feet from the rear or side property lines, a minimum of twenty (20) feet from any side street, and a minimum twenty (20) feet from any neighboring residential homes. On corner lots, coops and enclosures must meet the required side street setback per the property's applicable zoning district. The community services director may authorize an administrative waiver, in writing, of up to ten percent (10%) of any setback requirement set forth in this subsection if the subject property has extraordinary conditions that make compliance with any particular setback requirement impracticable or unfeasible, provided such waiver does not undermine the intent and purpose of the safeguards required under this section.

(s) The coop must be covered and ventilated, and a fenced enclosure/run is required. The coop and enclosure must be completely secured from predators, including all openings, ventilation holes, doors, and gates. Fencing or roofing is required over the enclosure in

addition to the coop, in order to protect the chickens from predators. The coop must also be tied down for wind resistance.

(t) All stored feed must be kept in a rodent and predator-proof container or be kept inside a secured structure.

(u) The coop must provide a minimum of four (4) square feet per chicken; a minimum of five (5) square feet of run per chicken, and be of sufficient size to permit free movement of the chickens. The coop may not be taller than six (6) feet, measured from the natural grade, and may be easily accessible for cleaning and maintenance. Coops may not exceed a maximum of 150 square feet.

(v) Chicken coops and enclosures must be maintained in a clean and sanitary condition at all times including dry bedding materials. Activities permitted by this section must be conducted in a manner that does not create any nuisance consisting of odor, noise or pests, or contribute to any other nuisance condition. There shall be no perceptible odor that is objectionable, under the reasonable person standard, to neighboring properties emanating from the chickens or the enclosure.

(w) In a public health emergency declared by the Brevard County Health Department including, but not limited to, an outbreak of Avian Flu or West Nile Virus, immediate corrective action may be required in accordance with applicable public health regulations and procedures. Any person issued a permit under this section shall be deemed to have consented to compliance with such required corrective action.

(x) In the event of a person violates any of the provisions of this section, the city shall have the right to legally pursue any of the following remedies or actions:

(1) Institute code enforcement actions against the violator and the property owner of the subject property where the violation occurs;

(2) Issue a civil citation as a Class II violation to the violator for the first violation, and Class III for all other violations whether concurrent with or subsequent to the first violation, in accordance with Chapter 6, Article II, Division 2 of the City Code.

(3) Each violation of this section shall be considered a separate offense.

(4) Take any other action or remedy authorized by law or equity, including, but not limited to, instituting an action in court to enjoin violating actions, in which case, the person violating this section shall be liable to the City for reimbursement of the city's attorney's fees and costs concerning such action; and/or

(5) Revoke the permit issued under this section for keeping of chickens and require that the chickens be removed within ten (10) days of said revocation.

(y) This section shall be subject to a two (2) year sunset period and shall expire on February 14, 2019 unless otherwise extended by the city council, by resolution, for an additional period of up to one year. During the effective period of this section, the community services department and code enforcement staff shall track complaints and compliance

issues regarding the permits issued under this section. At least one hundred and twenty (120) days prior to the sunset expiration date, the community services director and code enforcement staff shall present a written report to the city council as to the results. Prior to the sunset expiration date, the city council shall conduct a public hearing and review the data compiled by staff in the report, and feedback from staff, the public and professionals on the successes and failures of the Backyard Chicken Pilot Program. After the hearing, the city council may permit the program to sunset and expire, extend the pilot program, or take other action as appropriate. However, the sunset of this section shall not affect the city's ability to prosecute violations of this section for violations occurring prior to the sunset and expiration date.

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the Cocoa City Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made. **In the event that the City Council allows the sunset and expiration of this Ordinance to become effective, the City Clerk is authorized to remove section 5-35 adopted herein from the City Code.**

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. Sunset Date. This Ordinance and the provisions hereof shall sunset and expire two (2) years from the effective date on February 14, 2019; provided, however, such shall not affect the City's ability to prosecute violations of this Ordinance for violations occurring prior to such sunset and expiration date. The City Council may, by resolution, extend the sunset and expiration date of this Ordinance up to an additional one (1) year period. Thereafter, the sunset and expiration date of this Ordinance shall either be extended for an additional period of time or permanently repealed to make the provisions of this Ordinance, as amended, permanently in effect until repealed or modified by subsequent ordinance adopted by the City Council.

Section 7. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

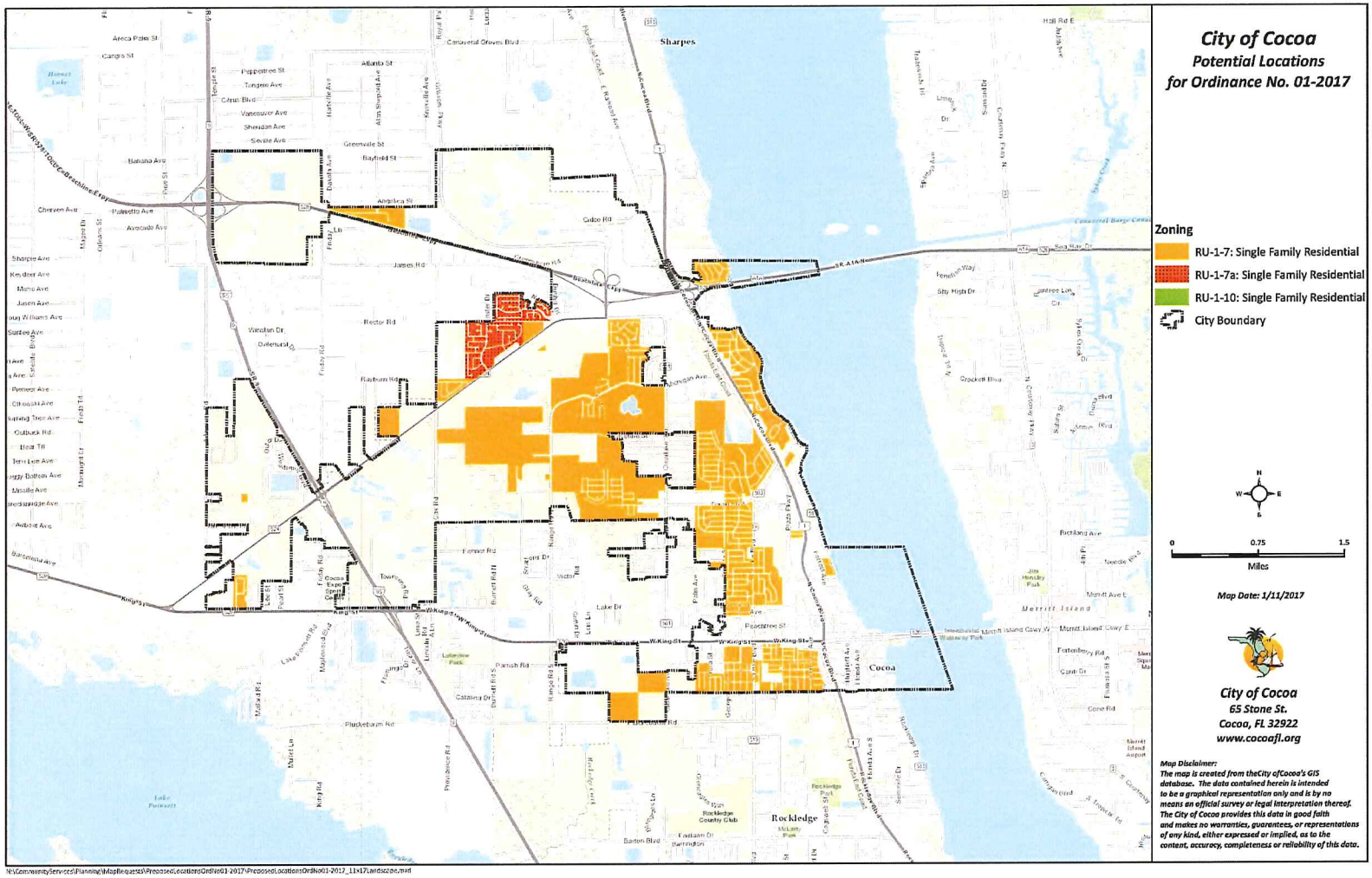
ADOPTED, by the City Council of the City of Cocoa, Florida, this 14th day of February, 2017.

Henry U. Parrish, III, Mayor

ATTEST:

Carie Shealy, City Clerk

First Reading:	01/24/2017
Second Reading:	02/14/2017
Legal Ad Published:	01/17/2017
Effective Date:	02/14/2017



City of Cocoa

Potential Locations for Ordinance No. 01-2017

Zoning

- RU-1-7: Single Family Residential
- RU-1-7a: Single Family Residential
- RU-1-10: Single Family Residential
- City Boundary

N
W E
S

0 0.75 1.5
Miles

Map Date: 1/11/2017

City of Cocoa
65 Stone St.
Cocoa, FL 32922
www.cocoafl.org

Map Disclaimer:
The map is created from theCity ofCocoa's GIS database. The data contained herein is intended to be a graphical representation only and is by no means an official survey or legal interpretation thereof. The City of Cocoa provides this data in good faith and makes no warranties, guarantees, or representations of any kind, either expressed or implied, as to the content, accuracy, completeness or reliability of this data.

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