City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda

Tuesday, July 23, 2024

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 24-411 Approval of the July 23, 2024 Regular City Council Meeting agenda as written or with amendments.

Attachments: 07-23-2024 Short Agenda.pdf

MINUTES:

II.2(a) 24-402 Approval of the May 14, 2024 Regular City Council Meeting minutes as written or with amendments.

Attachments: 05-14-2024 Minutes ADA.pdf

II.2(b) 24-403 Approval of the May 28, 2024 Regular City Council Meeting minutes as written or with amendments.

Attachments: 05-28-2024 Minutes ADA.pdf
Exhibit A - Railroad Crossing Safety Cocoa City Council Meeting Presentation_2
Exhibit B - Lakes at Cocoa Grove Presentation

III. AWARDS AND PRESENTATIONS:

III.1 24-394 Presentation of the City of Cocoa's 2024 "Cocoa Works" Summer Youth Employment Program.

Sponsors: Director

III.2 24-373 Cocoa High School's Tiger Pride Awards presented by Cocoa High School's Principal, Denise Stewart.

III.3 24-393 Brevard Schools Foundation Presentation of the City of Cocoa Jump Start Scholarship recipient.

Sponsors: Director

III.4 24-408 Sister City Presentation

Attachments: Mayor Shmuel Greenberg letter.pdf

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 three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

V.1 24-383 Announcement of Mayor Blake, Deputy Mayor Hearn, Councilmember Goins and Councilmember Koss to Attend the Florida League of Cities Annual Conference from August 14, 2024 - August 18, 2024.

V.2 24-397 Approve a Resolution to Waive Competitive Bidding for the purchase of Six (6) Police vehicles & associated equipment, Approve a Resolution Amending the FY-2024 Budget, BAF#24-110-T1 (AFBP21 $122,000) and T2 (AR24PV $244,000). Approve Budget Transfer, Authorize City Manager to execute Purchase Order for the purchase of vehicles & equipment.

Attachments:
- Resolution_Waive_Comp_Bid_Cocoa_Ford.doc
- Cocoa PD 3.3 GAS QUOTE.pdf
- NJPA_COCOA CITY OF_53384_Quote_2.pdf
- Quote_9484_from_Firehouse_Graphics__Signs_LLC.pdf
- Quote_9485_from_Firehouse_Graphics__Signs_LLC.pdf
- SQ-537278.pdf
- Budget Resolution FY 2024-066 ADA Compliant.docx
- PDF BAF 24-110-T1-PD AFBP21 for 2 PD Vehicles (7-23-24) Agenda 24-397.p
- PDF BAF 24-110-T2-PD CSLFRF for 4 PD Vehicles (7-23-24) Agenda 24-397.p

V.3 24-398 Authorize City Manager to execute a Change Order to PO # 81307 in the amount of $23,000 due to an increase in price of JET-VAC 900-12 Yard Truck Mounted Combination Sewer Jet Vacuum Sewer Cleaner

Attachments:
- 81307.pdf
- JET-VAC I0013550.pdf

V.4 24-399 Approve a Resolution Amending FY- 2024 Budget, BAF#24-111-T transferring Funds through the reallocation of CSLFRF monies ($39,987) for purchase of a Hamm 40" Double Drum Road Roller Vibrator from Dobbs Equipment of Palm Bay Florida.

Attachments: Hamm HD10C VV Roller Quote 7-2024.pdf
Hamm_HD_10C_VV_Specs.pdf
Budget Resolution FY 2024-067 ADA Compliant.docx
BAF 24-111-T-PW Vibratory Roller (7-23-24) Agenda 24-399.pdf

MULTI-YEAR CONTRACTS:

V.5(b) 24-335 To Approve a Multi-Year Task Order 2024-07 with Mead & Hunt, Inc. for Engineering Services for the Design, Permitting and Services to Replace the Day Dock Facility and RipRap Revetment at Lee Wenner Park.

Attachments: TO-MEAD & HUNT 2024-07 $165,980.00 - PW-CP.pdf
CO Lee Wenner park Day Docks Permitting Scope Combined.pdf
Q-23-01-COC-C1 Approval of Subconsultant_Taylor.pdf
Q-23-01-COC-C1 Approval of Subconsultant_Arc.pdf
Mead & Hunt COI exp. 7.1.24.pdf
TRACK SHEET.pdf
CSA-General Civil Engineering-Mead & Hunt.pdf

V.6(b) 24-400 Approve the multi-year contractual service agreement for three years effective 10/1/24 (FY25) to assign Dr. Larissa S. Dudley for the City's Emergency Medical Service system to undertake the duties and responsibilities of the Medical Director, pending the Adoption of the FY25 Budget.

Attachments: Contractual Service Specialists Agreement.pdf

V.7(b) **24-386** *****This Item is Confidential per FS 119.0725 and Not for Public Release*****
Request approval of a multi-year contract for information technology critical infrastructure from 7/23/24 to 7/23/29 in the amount of $276,000 and approval of BAF # 24-112-T-IT-********** to provide adequate funding in FY24 for the contract costs.

Attachments: Confidential.pdf
Confidential.pdf
Confidential.pdf
Budget Resolution FY 2024-068 ADA Compliant.docx
Confidential.pdf

VI. PUBLIC HEARINGS:

VI.1 24-387 Approve the first reading of Ordinance 10-2024 providing for the Cocoa Ad Valorem Tax Abatement Program Extension to appear on the referendum ballot extending the program for an additional ten (10) years.

Attachments: 10-2024 Ad Valorem Tax Exemption.pdf

VI.2 24-409 Second Reading of a Land Development Code Text Amendment to Appendix A, Article XI, Section 19 of the Code of Ordinances of the City of Cocoa to add truck parking facilities to the list of permitted uses in the M-2 zoning district and to provide a definition of truck parking facilities.

Attachments: Ordinance 07-2024 - Zoning Text Amend M-2 Truck Parking Facilities - Second
PZ-24-02000002 Application Coraluzzo Text Amendment.pdf
(draft) Legal Ad-proof.pdf

VI.3 24-410 Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial.

Attachments: 301 S Cocoa Blvd Location.pdf
301 S Cocoa Blvd FLU.pdf
301 S Cocoa Blvd Zoning.pdf
Exhibit D Relevant Excerpt Comp Plan Data and Analysis 2010 (1)
Exhibit E - City of Cocoa Entry Signs.pdf
Exhibit F - Relevant Excerpt Cocoa Redeveopment Agency Minutes 5-2002 (1).
24-0200001 Application ZMA 301 S Cocoa Blvd.pdf
FLU MAP FROM 2010 EAR.pdf
P&Z Legal Ad Feb 7_final.pdf

VII. COUNCIL BUSINESS:

VII.1 24-325 Approve the District 4 Brevard County Parks and Recreation Interlocal Agreement.

Attachments: FY 24 - Parks and Recreation Overview and Maintenance Agreement 060424 S
Cocoa Parks Agreement 071924 Revisions.doc

VII.2 24-416 Brightline Update.

Attachments: COCOA BRIGHTLINE_2024_07_17.pdf

VII.3 24-417 Approve Resolution No. 2024-069 recognizing the resignation of Councilman Matthew Barringer and declaring a vacancy in Seat 3 of the City Council effective July 31, 2024. Take whatever action the City Council deems legally necessary to fill the Seat (District) 3 vacancy on the City Council pursuant to Article III, Section 10 (a) of the City Charter.

Attachments: Resolution 2024-069.docx

VII.4 24-407 Authorize the City Manager to publish RFP# P24-XX-COC, in accordance with the Community Redevelopment Act of 1969, to solicit proposals for the purchase and redevelopment of real property currently owned by the City of Cocoa, and located at 915 Florida Avenue within the Cocoa Redevelopment Area.

Attachments: AC24-2425 City of Cocoa MF Land (004).pdf

915 Florida RFP 7.22.24 (CLEAN)docx.pdf

VII.5 24-418 Approve Resolution 2024-070 renaming the Cocoa Conservation Area Hiking Trail to Gregg Stoll Conservation Area Hiking Trail.

Attachments: Resolution 2024-70 Naming Gregg Stoll Conservation Area Hiking Trail.docx

VIII. CITY BUSINESS:

VIII.1 24-249 Council Approval of the First Amendment to Interlocal Agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services.

Attachments: Cocoa Rockledge School Crossing Guard First Amendment to Interlocal Agreen

VIII.2 24-364 Approve an Agreement For Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC., Authorize the City Manager to approve Purchase Orders for Ferguson Enterprises LLC. for up to $1,900,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY25 Budget..

Attachments: MSA-2024-07-23 Neptune Meter Master Agreement.pdf

Resolution 2024-064_Waive_Comp_Bid_Ferguson.doc

EXHIBIT A - Equipment Product Sheets.pdf

EXHIBIT B Cocoa - Neptune Unit Prices 8-16-24 thru 8-15-25.pdf

EXHIBIT C - Product Warranty.pdf

VIII.3 24-401 Approve Resolution No. 2024-063, Establishing the Rolled-Back Rate, approve a Proposed Millage Rate for the Purposes of Notification to the Taxpayers by the Brevard County Property Appraiser and set the date, time, and place for the first Public Hearing to consider the FY2025 Budget. It is also recommended for the City Manager to be instructed to complete the Florida Department of Revenue's Certifications of Taxable Value, Forms DR-420.

Attachments: Resolution 2024-063 Establishing the Rolled Back Rate and Setting the Millage

VIII.4 24-419 Approve the City Manager to negotiate a multi-year contract for banking services with Truist Bank piggy-backing off the Brevard County Clerk of Circuit Court contract RFP1-23-01 and authorize the City Manager to sign all the necessary documents to change the piggyback contract.

Attachments: Brevard County TRUIST Contract 2023.pdf
Brevard Cnty FL 2023 Cust Agmt Accepted 070523.pdf
Attachment A - Fees Compensation.pdf
Marion CO Truist Agreement thru August 2025.pdf
Partially Executed Piggyback Agreement08-22.pdf
City of Cocoa Banking Extension Contract eff Sept 2022.pdf

VIII.5 24-421 Council Approval of Grant Application for Fiscal Year 2024-2025 Water Quality Improvements Grant and Indian River Lagoon Water Quality Improvements Grant Programs for the Indian River Drive Septic to Sewer Conversion.

IX. INFORMATIONAL AGENDA:

IX.1 24-358 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

Attachments: Change Orders-CM Authorized June 2024.pdf
Visualization Change Order Authorizations.pdf

IX.2 24-359 In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

Attachments: !! Budget Classification Report Worksheet.pdf

IX.3 24-360 FY 2024 June Budget Adjustment Report

Attachments: Expense Budget Tracking Worksheet.pdf
Revenue Budget Tracking Worksheet.pdf

IX.4 24-361 FY 2024 May Budget Adjustment Report

Attachments: Expense Budget Tracking Worksheet.pdf
Revenue Budget Tracking Worksheet.pdf

IX.5 24-404 Bi-weekly Report from July 8 - July 19, 2024.

Attachments: Council bi-weekly report template (1) (10).pdf

IX.6 24-413 Informational Only - The City of Cocoa's Open Board Vacancies.

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: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

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 #:	24-411	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/19/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Approval of the July 23, 2024 Regular City Council Meeting agenda as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07-23-2024 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 19, 2024
Agenda Date: July 23, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Approval of the July 23, 2024 Regular City Council Meeting agenda as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the July 23, 2024 Regular City Council Meeting agenda as written or with amendments.

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: July 23, 2024
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. Approval of Regular Meeting Minutes dated June 25, 2024 (24-411)

2. Minutes of Regular City Council Meeting Minutes dated May 14, 2024 (24-402)
   Minutes of Regular City Council Meeting Minutes dated May 28, 2024 (24-403)

III. Awards and Presentations:

1. Presentation of the City of Cocoa's 2024 "Cocoa Works" Summer Youth Employment Program (24-374) Administrative Director

2. City Council to consider Proposed Amendments to the City Code of Ordinances Pertaining to Public Consumption of Alcoholic Beverages (24-373) City Attorney

3. Board Appointments (24-375) Administrative Director

4. City Council Proposed Amendments (24-408) Mayor Blake

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-payers of the City of Cocoa may address the City Council on matters not on the agenda.

This Agenda may be Amended up until or at the Meeting

[illegible] the City's water and/or sewer system), and any person on any item on the [illegible] *Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items),* [illegible] to address the City Council or Development Services Director on matters [illegible] [illegible].

[illegible] to address the City Council on matters [illegible] the City Council Consent Agenda and [illegible] to address the City Council or Development Services Director on matters [illegible] 3 [illegible] minutes [illegible] [illegible] to address the City Council or Development Services Director on matters [illegible] 30 [illegible] [illegible] [illegible] to the City Council.

V. Consent Agenda:

(A) General Consent Items:

1. Approval of Mayor Bruce DeMeo's Appointment of Council Member Gerald Carter to the Alcoholic Beverage Control Board for a term of October 14, 2024 - October 18, 2024, to fill unexpired term of Ad Hoc Committee for Development Director.

2. Approval of Resolution 2024-110 Authorizing the Mayor to Execute Professional Services Agreement with Avcon, Inc. for the Design of Taxiway A Rehabilitation, Phase 1 (Design Only) at the Apalachicola Regional Airport; Budget Amendment BA 24-110-01 (AIP 21 3-12-0000-xx-2024 and AR24P 3-12-0000-xx-2024); Authorizing Budget Amendment for Airport Improvement Projects; Providing for Severability; and Providing an Effective Date. (Item 24-37 Presented by Water Department Director)

3. Approval of Change Order No. 1 to Contract with PO 81307 in the amount of $23,000 and Authorizing the Mayor to Execute Change Order No. 1 to Contract PO 81307 (Item 24-38 Presented by Water Department Director)

4. Approval of Resolution A Budget Amendment 2024- Budget Amendment BA 24-111-01 Authorizing the Purchase of a Hamm 40" Double Drum Road Roller Vibrator from Dobbs Equipment of Palm Bay (Item 24-39 Presented by Water Department Director)

(B) Multi-Year Contracts:

1. Approval of Mayor-Council Order 2024-07 Amending Section 2 of Ordinance No. 2021-01 Regarding Procurement Procedures and Authorizing the Mayor to Execute Agreements

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*******This Item is Confidential per FS 119.0725 and Not for Public Release*******

VI. Public Hearings:

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VII. Council Business:

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This Agenda may be Amended up until or at the Meeting

4. A[illegible]r[illegible] [illegible] C[illegible] M[illegible]r [illegible] [illegible] R P P24-[illegible]-COC[illegible] [illegible]rd[illegible] [illegible] C[illegible] [illegible] R d[illegible] A[illegible]1[illegible] [illegible] r[illegible] [illegible] r[illegible] [illegible] r[illegible] [illegible] r[illegible] [illegible] d r d[illegible] [illegible]r[illegible]r[illegible]r[illegible] [illegible] C[illegible] [illegible] d [illegible] C[illegible] [illegible]C[illegible] d [illegible] [illegible] 1 [illegible]r d A[illegible] [illegible] C[illegible] R d[illegible] [illegible] Ar[illegible] 24-407[illegible] C[illegible] [illegible] r[illegible] D r[illegible]r

VIII. City Business:

1. C[illegible]A[illegible]r[illegible] [illegible]r[illegible]A [illegible]d [illegible] [illegible]r[illegible]A r[illegible] [illegible] C[illegible] [illegible]C[illegible] [illegible]d [illegible] C[illegible] [illegible]R[illegible]d[illegible] [illegible]r [illegible]Cr[illegible] G[illegible]rd [illegible]r[illegible] 24-24[illegible] P[illegible] C[illegible]

2. A[illegible]r[illegible] [illegible] A r[illegible] [illegible]r W[illegible]r M[illegible]r [illegible]d M[illegible]r R[illegible]d[illegible] [illegible] P r[illegible] [illegible] r[illegible] [illegible]r[illegible] [illegible]r[illegible]r[illegible] LLC A[illegible]r[illegible] [illegible] C[illegible] M[illegible]r [illegible] [illegible]r[illegible] P r[illegible] Ord r[illegible] [illegible]r [illegible]r[illegible] [illegible]r[illegible]r[illegible] LLC[illegible]r [illegible] [illegible] 1[illegible]00[illegible]000 [illegible]d R[illegible] C[illegible] [illegible]r[illegible] R[illegible] W[illegible] C[illegible] [illegible] B d [illegible] [illegible]r[illegible] [illegible]r[illegible]r[illegible] LLC [illegible]r [illegible] [illegible]r[illegible] [illegible] [illegible] [illegible] r [illegible]r[illegible] [illegible]d [illegible]r [illegible]r[illegible]r[illegible] [illegible]rd[illegible]r[illegible]r[illegible]d [illegible] [illegible]r[illegible] [illegible]r[illegible]r[illegible] [illegible] [illegible] d[illegible] [illegible] 2[illegible] B d[illegible] 24-3[illegible]4[illegible] D r[illegible]r

3. A[illegible]r[illegible] R[illegible] 2024-0[illegible]3[illegible] [illegible] R[illegible]d-B[illegible] R[illegible] r[illegible] Pr[illegible]d M[illegible] R[illegible] [illegible]r [illegible] P r[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Br[illegible]rd C[illegible] Pr[illegible]r[illegible] A[illegible]r[illegible]r [illegible]d [illegible] d[illegible] [illegible] d [illegible] [illegible] P[illegible] [illegible]r[illegible] [illegible] [illegible]d[illegible]r [illegible] 202[illegible] B d[illegible] [illegible] [illegible] r[illegible] [illegible] d [illegible]r [illegible] City Manager to be instructed to complete the Florida Department of Revenue's C r[illegible] [illegible] [illegible] [illegible] [illegible] [illegible]r[illegible] DR-420[illegible] 24-401[illegible] [illegible] D r[illegible]r

IX. Informational Agenda:

1. A[illegible]r[illegible]d [illegible] [illegible]rd[illegible]r[illegible] [illegible] [illegible]r[illegible] [illegible]r[illegible] [illegible] C[illegible] C[illegible] [illegible] [illegible]r[illegible]d [illegible] C[illegible] M[illegible] [illegible]r[illegible]r[illegible] [illegible] [illegible]r[illegible] [illegible] [illegible] C[illegible] Manager's spending authority. [illegible]24-3[illegible]8[illegible] [illegible] D r[illegible]r

2. D[illegible] [illegible] [illegible] [illegible] r[illegible] [illegible] [illegible] [illegible] [illegible] [

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X. Reports:

XI. Adjournment:

XII. Notice to the Public:

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This Agenda may be Amended up until or at the Meeting

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This Agenda may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	24-402	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	7/17/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Approval of the May 14, 2024 Regular City Council Meeting minutes as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-14-2024 Minutes ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 17, 2024
Agenda Date: July 23, 2024
Prepared By: Lori Chabot, Recording Secretary
Through: Monica Arsenault, City Clerk
Requested Action:
Approval of the May 14, 2024 Regular City Council Meeting minutes as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the May 14, 2024 Regular City Council Meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

May 14, 2024

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I. Opening Matters:

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II. Approval of Agenda and Minutes:

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*** MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins to approve the agenda for the Regular meeting of May 14, 2024 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Minutes: □□□□ C□□□ C□□□□□□W□r□□□□□□ □□□□□□r□□r□20□2024□□24-28□□□

*** MOTION by Councilmember Goins; Seconded by Deputy Mayor Hearn to approve the minutes for the City Council Workshop of February 20, 2024 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. Awards and Presentations:

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IV. Delegations:

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V. Consent Agenda:

(A) General Consent Items:

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(B) Multi-Year Contracts:

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*** MOTION by Councilmember Goins; Seconded by Councilmember Barringer to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins,

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. Public Hearings:

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ORDINANCE NO. 05-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE OFFICIAL ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, TOTALING 13.34 ACRES, MORE OR LESS, AND GENERALLY LOCATED ON THE NORTHWEST CORNER OF CLEARLAKE ROAD AND SUNHOME STREET, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, FROM BREVARD COUNTY RU-2-10 (MEDIUM DENSITY MULTIPLE FAMILY) TO CITY OF COCOA RU-2-15 (MULTIPLE FAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEALOF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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*** MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins to approve Ordinance No. 05-2024 on Second and Final Reading.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins,

THE MOTION CARRIED UNANIMOUSLY (4-0)

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*** MOTION by Councilmember Goins; Seconded by Mayor Blake to postpone the item to the May 28, 2024 Regular City Council meeting beginning at 6pm.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins,

THE MOTION CARRIED UNANIMOUSLY (4-0)

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ORDINANCE NO. 06-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 18, SUBDIVISIONS, OF THE CODE OF THE CITY OF COCOA TO CREATE A NEW ARTICLE VII, LOT SPLITS AND BOUNDARY LINE ADJUSTMENTS, AND TO MAKE CERTAIN OTHER AMENDMENTS TO CHAPTER 18, OF THE CODE AS MAY BE NECESSARY TO EFFECTUATE THE NEW ARTICLE VII; PROVIDING FOR AMENDMENTS TO THE CITY'S SUBDIVISION APPLICATION REQUIREMENTS AND PROCESSING PROCEDURES FOR BOTH PRELIMINARY AND FINAL PLATS; ALTERING THE REQUIREMENTS FOR POSTING SECURITY TO ENSURE COMPLETION OF PUBLIC IMPROVEMENTS PRIOR TO FINAL PLAT APPROVAL; AMENDING THE PROCESSING PROCEDURES FOR SITE PLANS PROCESSED CONCURRENTLY WITH PLAT APPLICATIONS AND REQUIRING APPROVAL OF THE CITY COUNCIL ON SUCH SITE PLANS; ELIMINATING SPECIFIC PROCEDURES FOR THE CREATION OF FLAG LOTS WITHIN THE CITY OF COCOA; CHANGING REFERENCES TO THE COMMUNITY DEVELOPMENT DIRECTOR TO THE CITY MANAGER OR DESIGNEE IN THE CODE RELATED TO SUBDIVISION AND SITE PLAN APPLICATION PROCESSING; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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*** MOTION by Mayor Blake; Seconded by Councilmember Goins to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins,

THE MOTION CARRIED UNANIMOUSLY (4-0)

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*** MOTION by Councilmember Goins; Seconded by Councilmember Barringer to postpone the item to the May 28, 2024 Regular City Council meeting beginning at 6pm.**

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THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins,

THE MOTION CARRIED UNANIMOUSLY (4-0)

VII. Council Business:

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* **MOTION by Mayor Blake; Seconded by Councilmember Goins to appoint Brenda Fox to Seat 1 for a one-year term and Ms. Angelia Smith to Seat 2 for a two-year term.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

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VIII. City Business:

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City Manager Whitten clarified that ultimately the City's Poli□□ Ad□□□r□B□rd □ □□□ □□□□□□□□□□□□ □□ □□□□□□□□ □□ □□□□□ □□□□□□□□ □□ □□d□d R□□□□□□□□□ □□□□□ □□□□ □□□ r□□□□ □r□□□□□□□□□r □□ □□ □ □□□□□□□□r d□□□□ □r□□

* **MOTION by Councilmember Goins; Seconded by Deputy Mayor Hearn to approve Resolution No. 2024-042 for discussion.**

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THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

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* **MOTION by Deputy Mayor Hearn; Seconded by Mayor Blake to approve the item for discussion.**

Councilmember Goins asked about the construction timeline because he's r□□□□d □□□ □ □□□□r□d □□□ □ □□□ r□□d□□□ □□ □□□ □r□□ □r□□□□□r□ r□□ □□□ □□□□□□□□□ r□□□□□□M□□M□r□□ □□r□d □□□□□□ □ □□ □□□ □□□□□□□ □□ □r □□d □□□□ □ □r□ □□□ □□ □ddr□□ □□□ □□□□□r□□

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

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*** MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn to approve the annexation agreement.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

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*** MOTION by Councilmember Goins; Seconded by Councilmember Barringer to approve the grant application.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

IX. Informational Agenda:

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The City's Attorney's Office is also preparing to close on the Orange □□r□□□□ □□ □□ R□P □□□ □□ □□□□□□□□r □□ □□rd□□□ □□□□□□ □r□□□□

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*** MOTION by Councilmember Barringer; Seconded by Deputy Mayor Hearn, to approve a Resolution to adopt the County's burn ban effective immediately.**

AYES: Blake, Hearn, Barringer, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

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*** MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins, to authorize the City Manager to move forward with the grant application.**

AYES: Blake, Hearn, Barringer, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

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XI. Adjournment:

*** MOTION by Councilmember Goins; Seconded by Councilmember Barringer, to adjourn the Regular meeting of May 14, 2024.**

AYES: Blake, Hearn, Barringer, Goins

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 9:11 p.m.

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Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, City Clerk

Legislation Details (With Text)

File #:	24-403	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	7/17/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Approval of the May 28, 2024 Regular City Council Meeting minutes as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05-28-2024 Minutes ADA.pdf Exhibit A - Railroad Crossing Safety Cocoa City Council Meeting Presentation_2024-05-21.pdf Exhibit B - Lakes at Cocoa Grove Presentation				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 17, 2024
Agenda Date: July 23, 2024
Prepared By: Lori Chabot, Recording Secretary
Through: Monica Arsenault, City Clerk
Requested Action:
Approval of the May 28, 2024 Regular City Council Meeting minutes as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approval of the May 28, 2024 Regular City Council Meeting minutes as written or with amendments.

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MINUTES
City of Cocoa
Regular Meeting of The City Council

May 28, 2024

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I. Opening Matters:

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II. Approval of Agenda and Minutes:

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*** MOTION by Mayor Blake; Seconded by Councilmember Koss to amend the agenda for the Regular meeting of May 28, 2024 to move Council Business item VII.3 after Consent and before Public Hearings.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: R□□□□r M□□□□ □□□□□r□□r□27□2024□□24-313□□

*** MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins to approve the minutes for the Regular City Council of February 27, 2024 as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

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IV. Delegations:

Sharlene Dewitz, 825 Forrest Ave., Cocoa and representing Matthew's Hope, thanked Chief Collier and the Police Department for working with Matthew's Hope. She also noted that Matthew's Hope is happy and willing to step up for the City of C□□□□ □□ □□□□□□□□□ □□□ □□□ □□□□□ □□d □□□□□ □□□□□□ □ □□□□ B□□13□□□ □ □□ □□□□d C□□□□□□□ □□□□□□ □□□□□□□□r□ □□□□□ □r□ □□ □ □□□ □□r□□□r □r□□r□□□ □□d □□□□□□□□d □□ □rd□r □□ □□ □r□□□□□□ □□□□□□d □□r□□□□□□□

Sarah Dewitz, 825 Forrest Ave., Cocoa, representing Matthew's Hope, announced that Matthew's Hope has hired a mental health counselor which has made a large □□ □□□□□□ □r□□d□□□ □□□□□□r□□□ □□□r □□□□□□□□□□r □□r□□□□□□r□□□□ □□□ □□□□ □□□□□d □□ □ □□□□□□ □□d □□□□ □□□□ □□□□ □□□□ □□ □□□□□□□□ □□ □□d □□□□ □□□d□□□□□ □□r□□□□ □□□r □□□□□□ □□□□ □□□ □□□□ □□□□□□d□

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V. Consent Agenda:

(A) General Consent Items:

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(B) Multi-Year Contracts:

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*** MOTION by Councilmember Goins; Seconded by Councilmember Barringer to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

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* **MOTION by Deputy Mayor Hearn; Seconded by Mayor Blake for approval of a Railroad Crossing Elimination (RCE) grant from the Federal Railroad Administration in conjunction with the Space Coast Transportation Planning Office (SCTPO) in the amount of $705,000 for the recommended 4-quadrant gate system at W. Highland Drive; Approve the Resolution; and Authorize the City Manager to Execute the Grant Application for discussion.**

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* **CONSENSUS given by Council to direct the City Manager to craft a letter to the County requesting that the crossings at Michigan Avenue and Dixon Boulevard receive a 4-quadrant gate system as well.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

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*** MOTION by Mayor Blake; Seconded by Councilmember Goins to postpone the item to the July 9, 2024 City Council meeting at 6pm at Cocoa City Hall.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

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*** MOTION by Deputy Mayor Hearn; Seconded by Mayor Blake to approve the proposed FY2024/2025 Action Plan; approve the plan for submission to HUD;**

and authorize the Mayor to sign all subsequent certifications and agreements.

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THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

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*** MOTION by Councilmember Barringer; Seconded by Mayor Blake to approve the Final Plat for the Lakes at Cocoa Grove, subject to the condition set forth below and approve the execution of the proposed Improvements Agreement in lieu of requiring a performance bond for the public subdivision improvements:**

1. The final plat shall not be recorded until the Improvements Agreement is executed by the Lakes at Cocoa Grove Community Development District and the Developer, Mountain Cove Homes.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

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*** Consensus by Council to bring this item back at a later date.**

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*** MOTION by Mayor Blake; Seconded by Deputy Mayor Hearn to approve staff's recommendation to reduce the lien to $2,622.08 for discussion.**

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THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

*** CONSENSUS by Council to direct staff to look into ways to improve policy and bring back further information to Council.**

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*** MOTION by ____; Seconded by ____ to approve the item.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Moved after the Consent Agenda and prior to Public Hearings.

VIII. City Business:

IX. Informational Agenda:

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* **MOTION by Councilmember Barringer; Seconded by Deputy Mayor Hearn, to allow Councilmember Koss to replace Councilmember Goins as the Alternate member for the Space Coast TPO.**

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

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XI. Adjournment:

*** MOTION by Councilmember Goins; Seconded by Councilmember Barringer, to adjourn the Regular meeting of May 28, 2024.**

AYES: Blake, Hearn, Barringer, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:11 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, City Clerk



BREVARD RAIL CROSSINGS RCE GRANT

COCOA C□□□ CO□□C□L M□□□□G

SPACE COAST TPO

KITTELSON & ASSOCIATES

Agenda

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Project Background

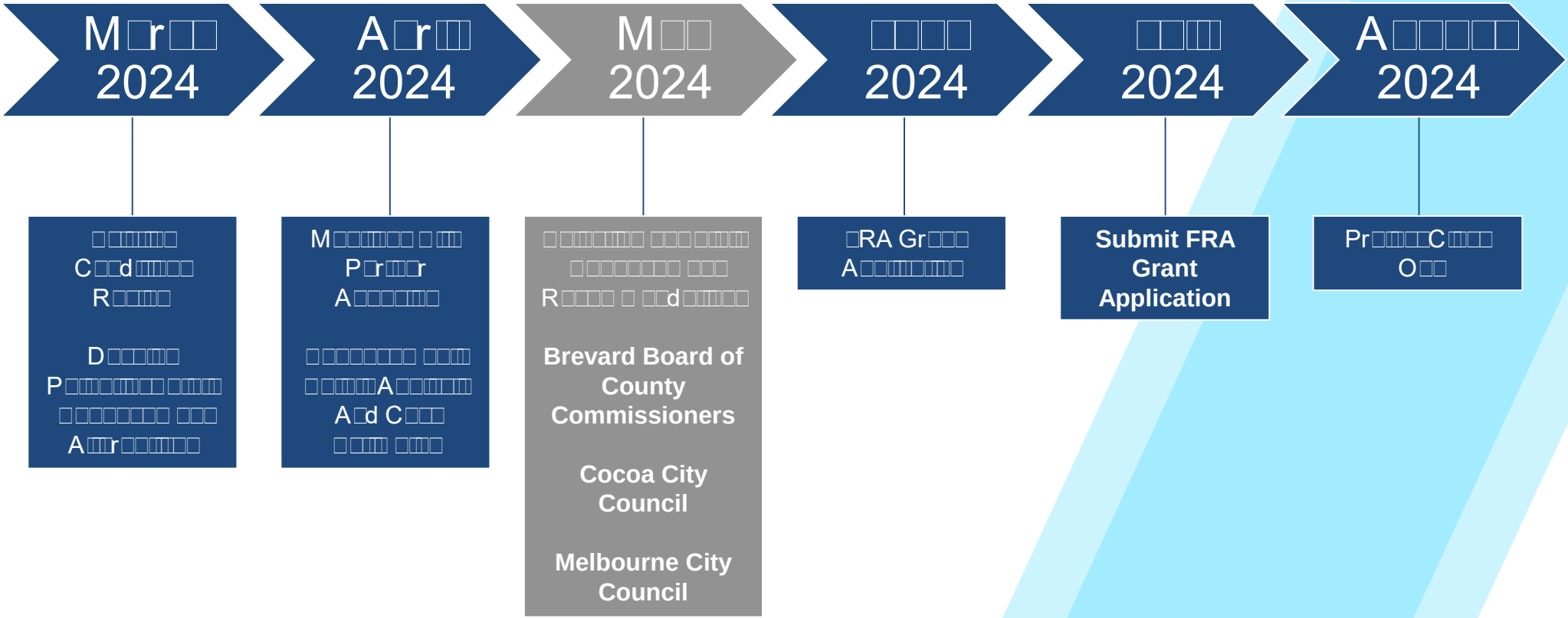
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Study Objectives

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Project Schedule



Enhancement Types Considered

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Railroad Crossings South of SR 528



West Highlands Drive

Located in and maintained by City of Cocoa

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West Highlands Drive

Located in and maintained by City of Cocoa

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Recommended Safety Enhancement

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  - ***$141,000 Grant Local Match Requirement (20%)***

Remaining Grant Crossings

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Michigan Avenue

Located in Cocoa
Maintained by Brevard County

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Dixon Boulevard

Located in Cocoa
Maintained by Brevard County

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Questions/Contact Information

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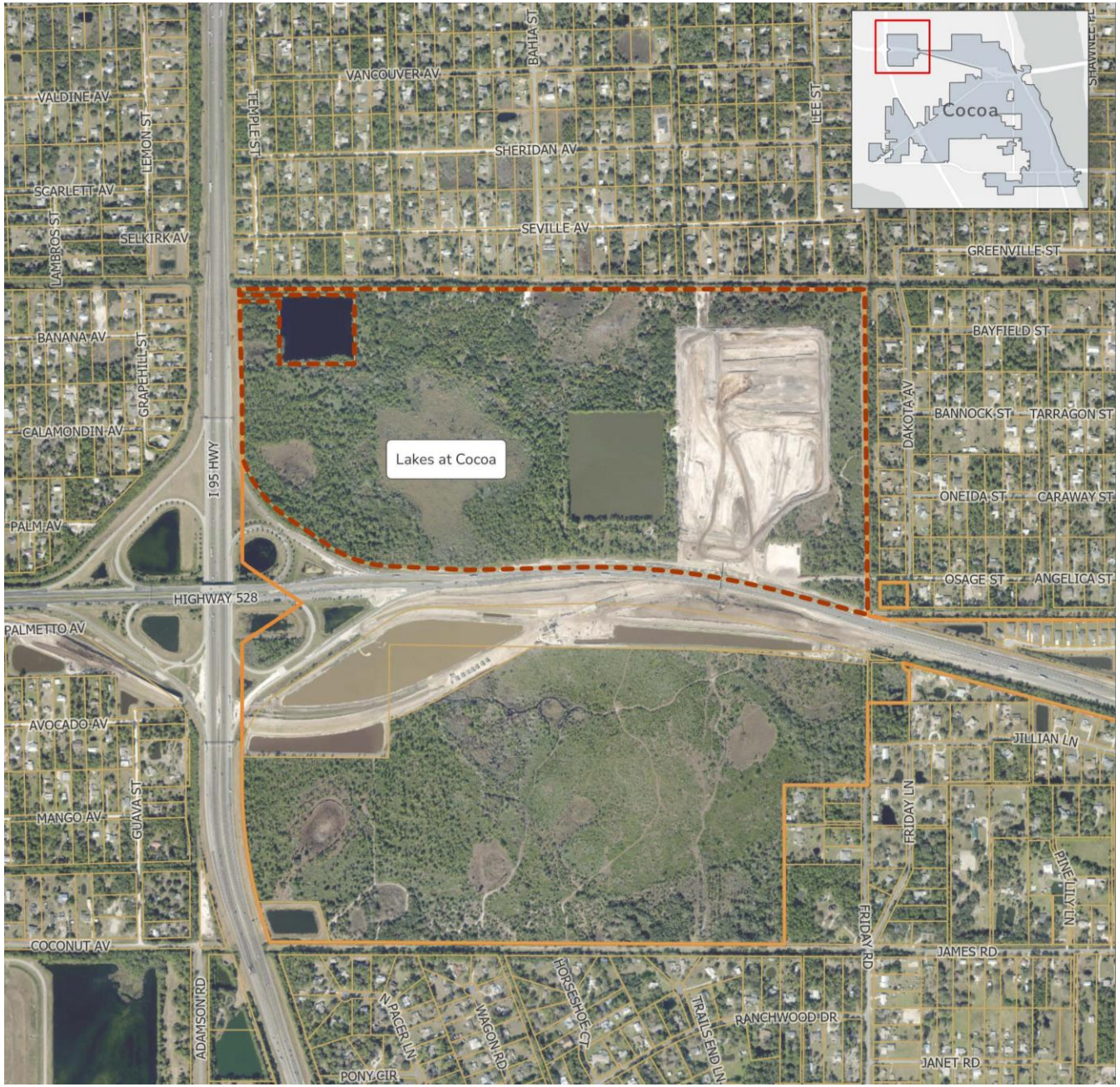
Lakes at Cocoa Grove – Final Plat and Improvements Agreement

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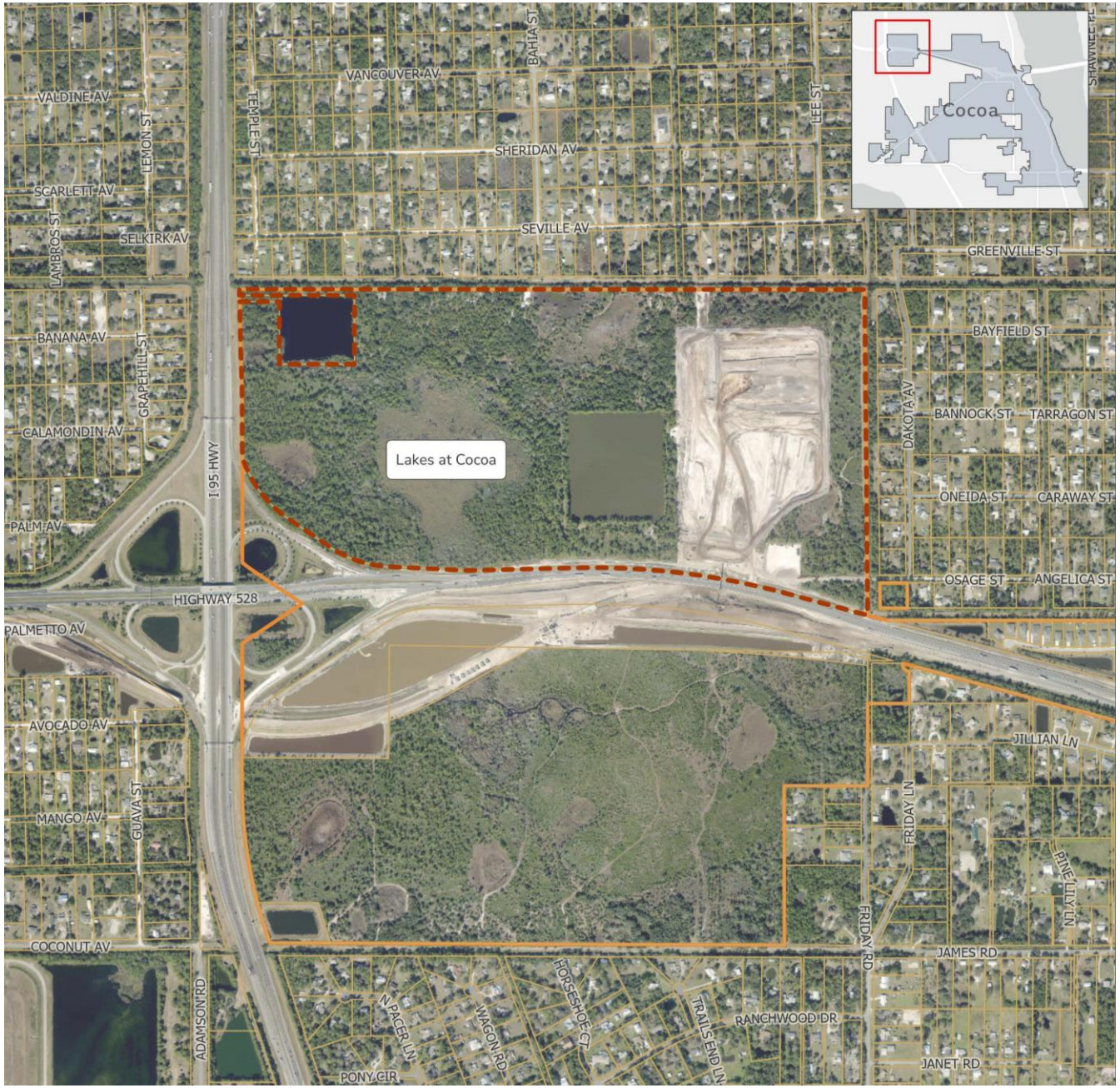
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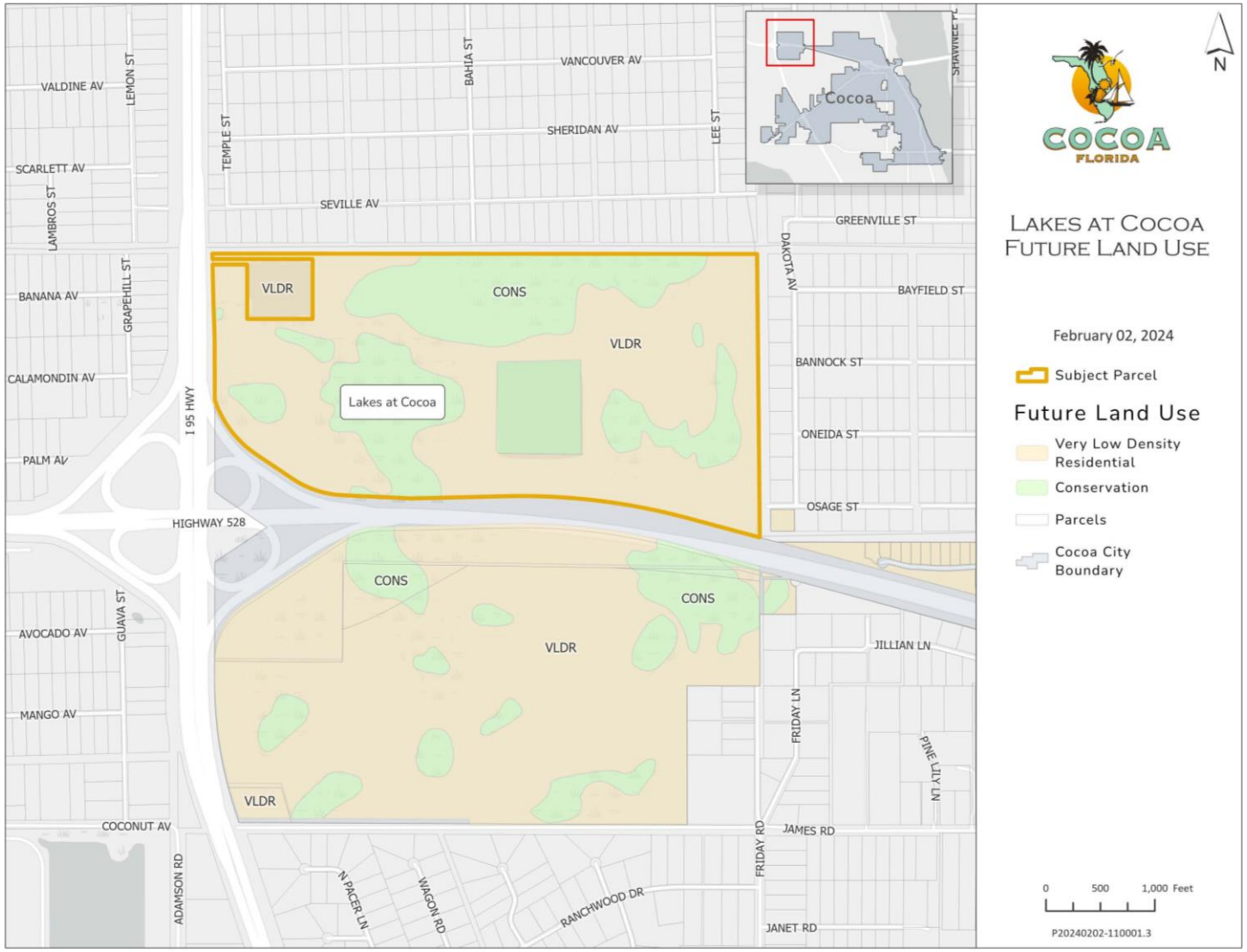
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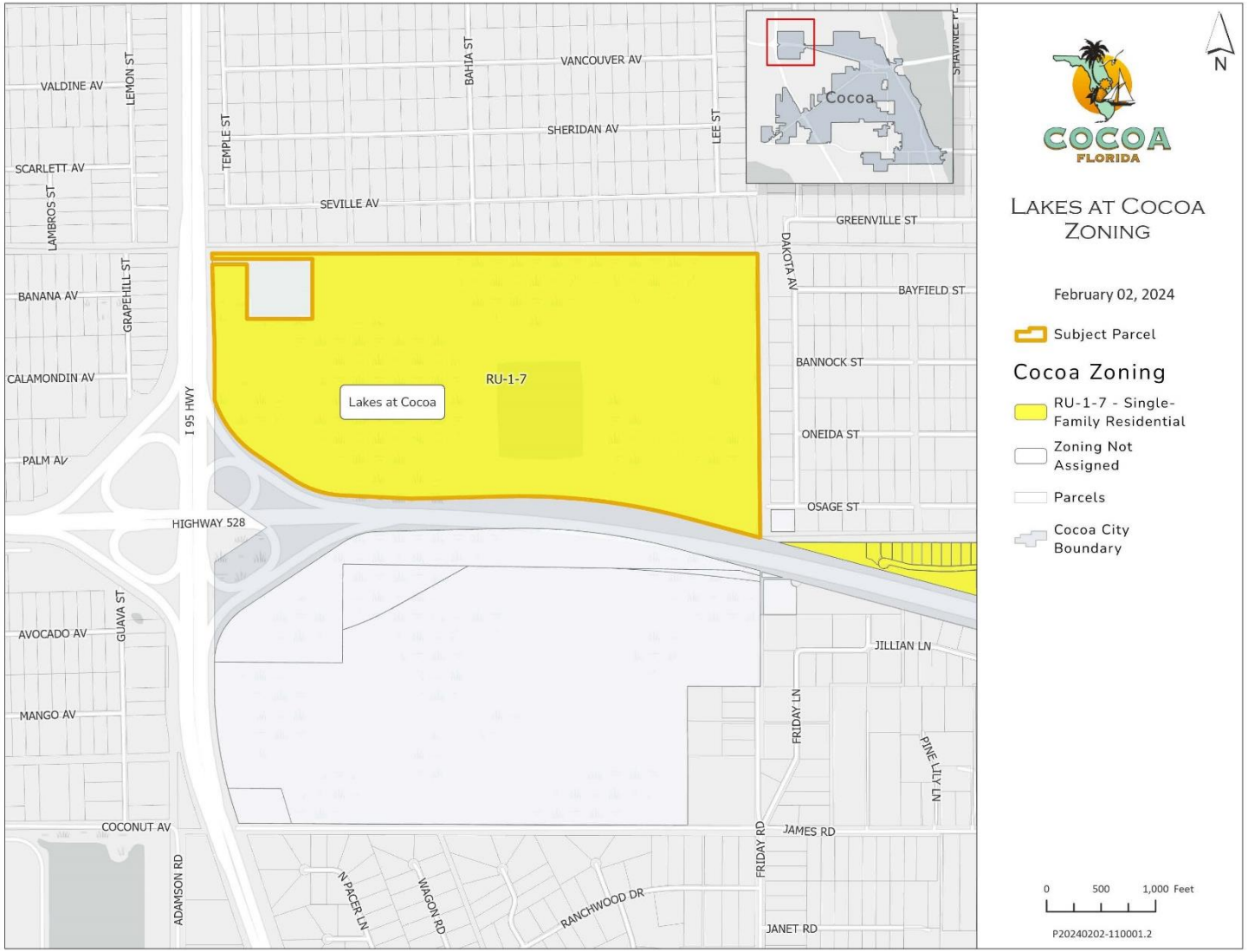
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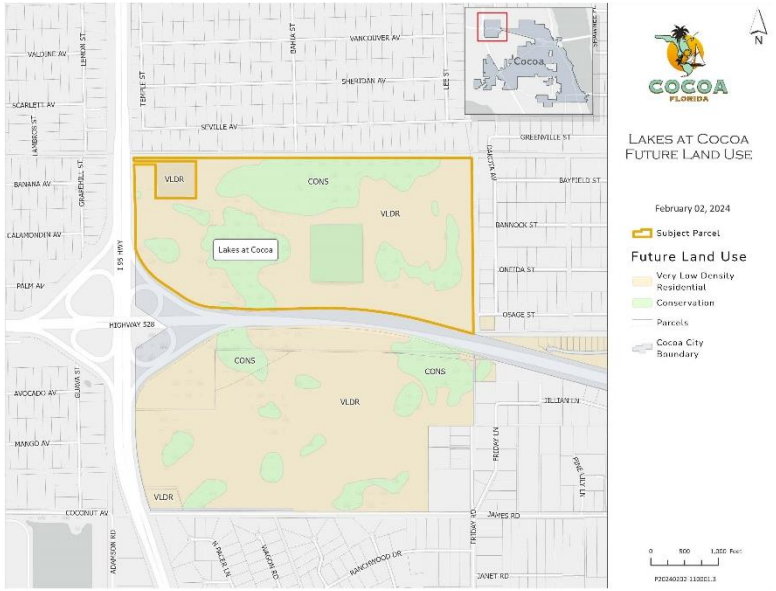
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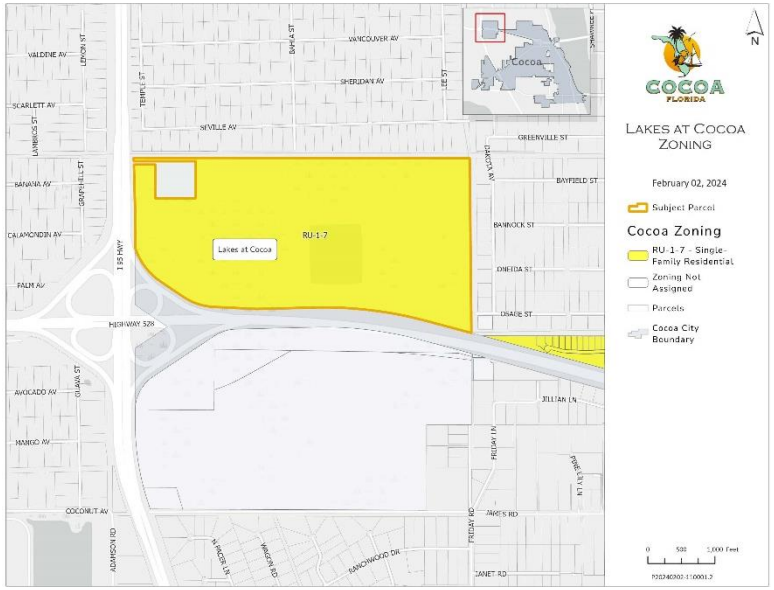
Existing Conditions

Overview of Surrounding Area:			
	Future Land Use Designations	Zoning Districts	Land Uses
North	RES 1:2.5 (Brevard County)	AU-Agricultural Residential (Brevard County)	Single-Family Residential
South	Very Low Density Residential / Conservation (City)	PUD-Windward Preserve Planned Unit Development (City)	State Road 528/ Vacant Land (south of SR 528)
East	RES 1:2.5 (Brevard County)	GU-General Use (Brevard County)	Single-Family Residential
West	RES 1:2.5 (Brevard County)	AU-Agricultural Residential (Brevard County)	Interstate 95 / Single-Family Residential (West of I-95)

Future Land Use Map

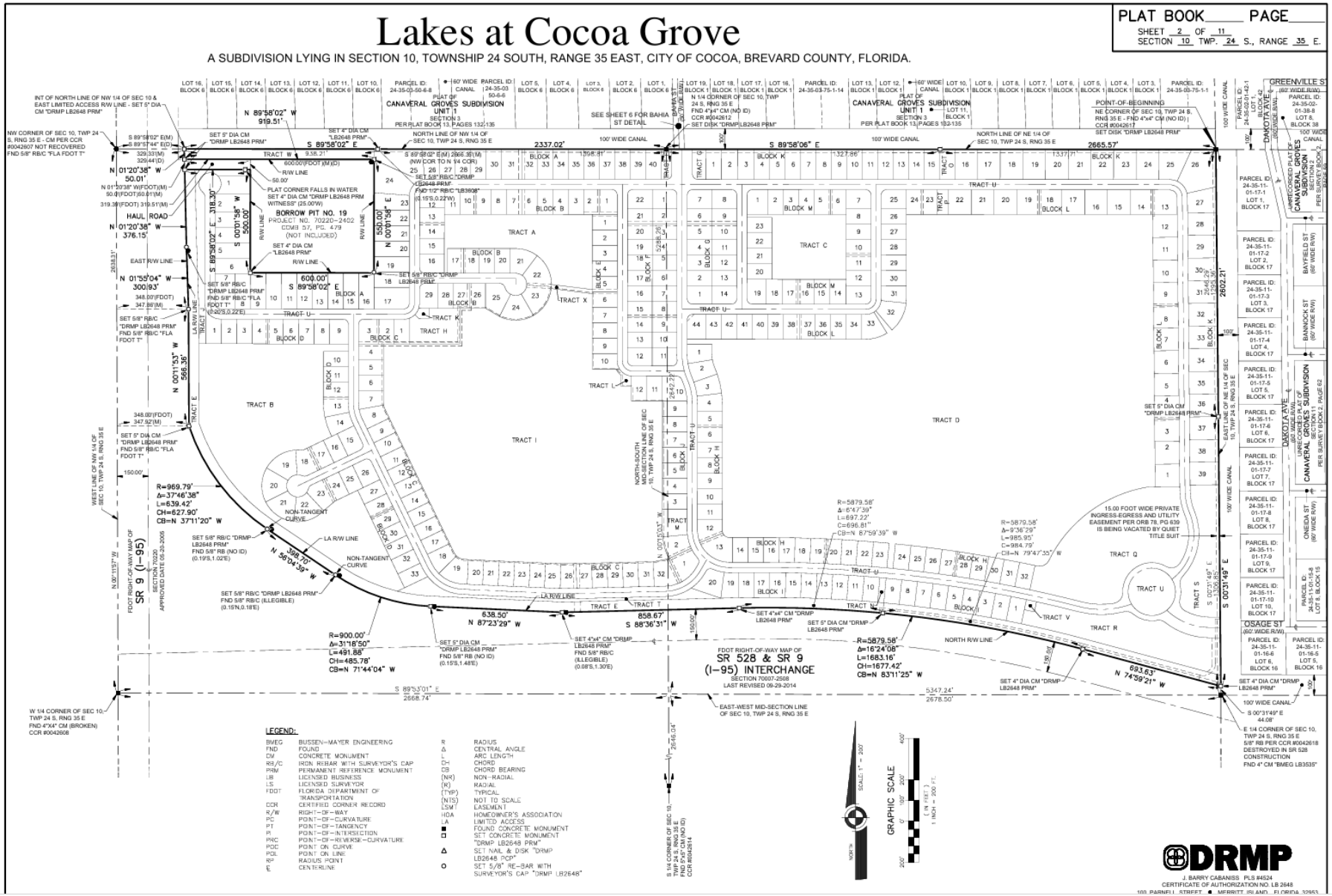


Zoning Map



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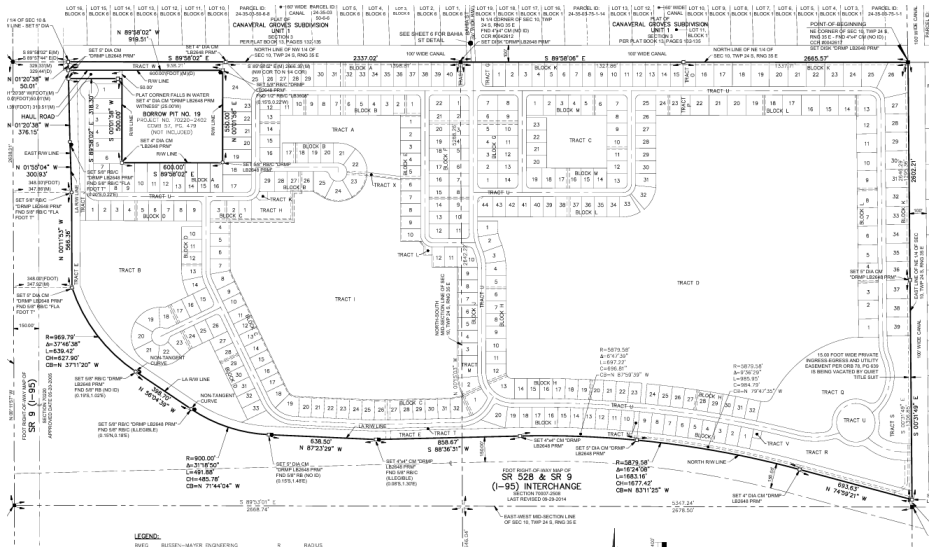
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2024 Approved Preliminary Plat / Site Plan:

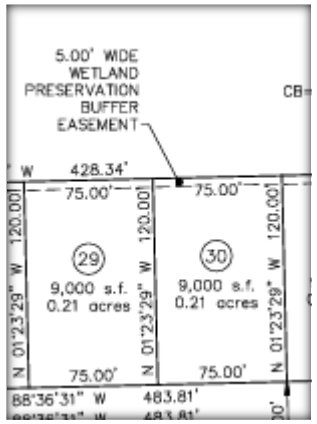


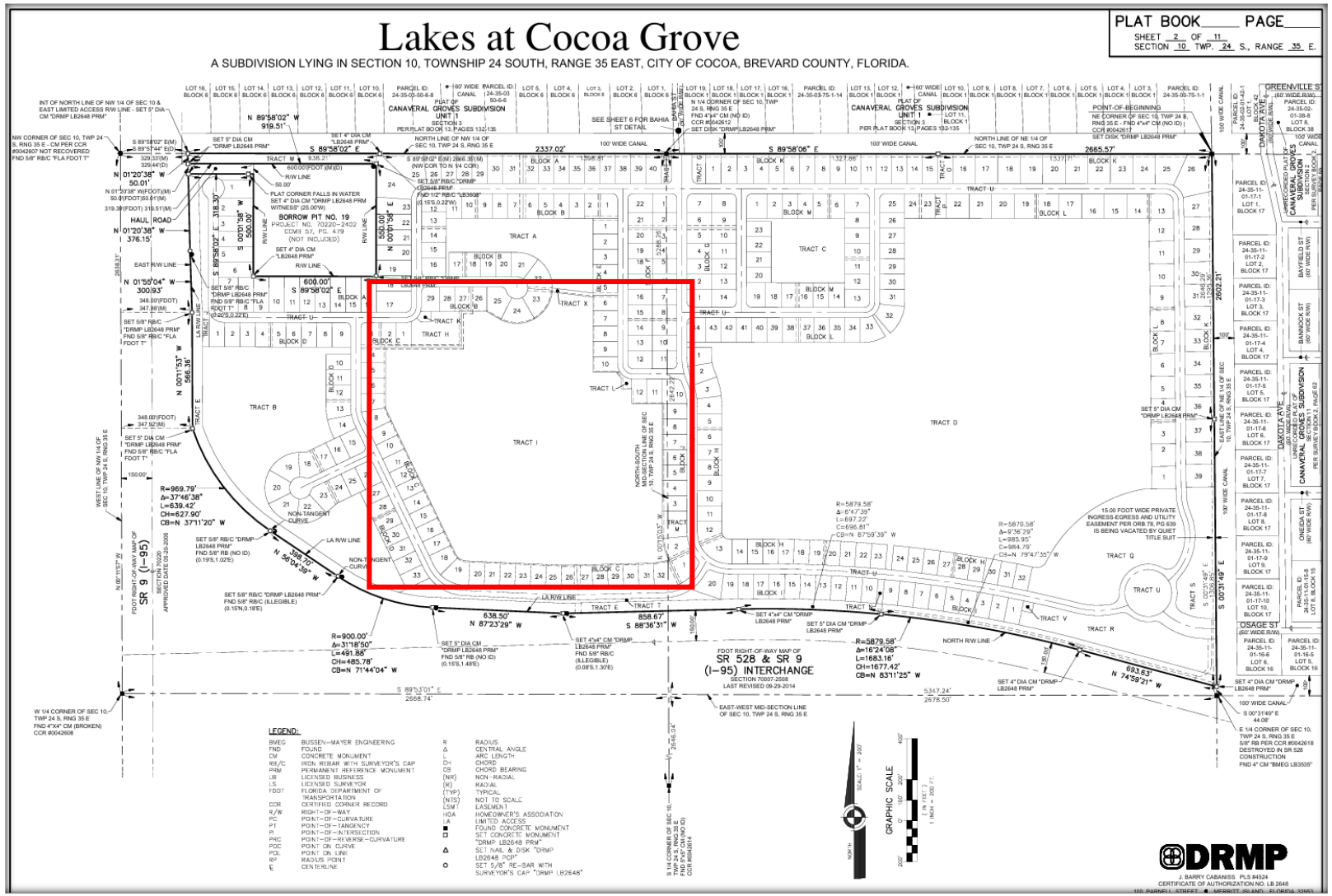
Proposed Final Plat:



Outstanding Issue #1

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- Applicant is proposing a 20’ upland buffer and a 5’ □ □□□□d □□□□r □r□□r□□□□ easement in lieu of the 25’ □□□□d □□□□r □□4 □□□□





Outstanding Issue #2

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Outstanding Issue #2

- [illegible] proposed to require that Area Reviewers and Shepherds [illegible] Comments and Discusses in their reviews [illegible] Ballot Position [illegible] a [illegible] Reviewer [illegible] [illegible] Comments [illegible] [illegible] [illegible]

Recommendation

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Legislation Details (With Text)

File #:	24-394	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	7/9/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Presentation of the City of Cocoa's 2024 "Cocoa Works" Summer Youth Employment Program. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 9, 2024
Agenda Date: July 23, 2024
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Presentation of the City of Cocoa's 2024 "Cocoa Works" Summer Youth Employment Program.

BACKGROUND:

City Staff will be presenting on the City of Cocoa's 9th Annual 2024 Cocoa Works Summer Youth Program. The City has partnered with CareerSource Brevard again to provide a paid five-week summer internship to high school students from Cocoa and/or Rockledge High. This is a needs-based program where priority is given for high school students who reside within the City of Cocoa city limits. Each student that completed the program in its entirety will be presented a certificate of completion.

STRATEGIC PLAN CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Presentation of the City of Cocoa's 2024 "Cocoa Works" Summer Youth Employment Program.

Legislation Details (With Text)

File #:	24-373	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	6/28/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Cocoa High School's Tiger Pride Awards presented by Cocoa High School's Principal, Denise Stewart. (Cocoa High School Principal)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 28, 2024
Agenda Date: July 23, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Cocoa High School's Tiger Pride Awards presented by Cocoa High School's Principal, Denise Stewart.

BACKGROUND:

Recognition of several Cocoa High School volunteers who helped support students through mentorship and financial support over the last year. The award recipients are:

Juliet Underill
Tabitha Moore
Tom Howell
Jenny Spencer
Peggy Stickney
Lashedra (Sherrell) Turner
Cocoa Rotary Club
NeoDasha Harris
Sammy Ghorab
Jim Williams

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

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Legislation Details (With Text)

File #:	24-393	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	7/9/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Brevard Schools Foundation Presentation of the City of Cocoa Jump Start Scholarship recipient. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 9, 2024
Agenda Date: July 23, 2024
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Brevard Schools Foundation Presentation of the City of Cocoa Jump Start Scholarship recipient.

BACKGROUND:

At the October 24, 2023 City Council Meeting, a $1,000 Donation Application was approved for Brevard Schools Foundation for their new Jump Start Scholarship program. The scholarship will be matched nearly 3:1 and awarded to a low-income high-school senior.

The recipient will be presented in front of Council.

As part of the sponsorship designation, Council named the scholarship the “City of Cocoa Scholarship” and the following conditions put forth by staff as follows:

- Limit eligibility to a student attending Cocoa High School and also residing within the City limits.
- Require that the student submit their grades at the end of the semester.
- Require proof of payment from Florida Pre-paid.

STRATEGIC PLAN CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

At the October 24, 2023 City Council Meeting, a Donation Application of $1,000 was approved for Brevard Schools Foundation Jump Start Scholarship Program.

RECOMMENDED MOTION:

Brevard Schools Foundation presentation of the City of Cocoa Jump Start Scholarship recipient.

Legislation Details (With Text)

File #:	24-408	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	7/18/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Sister City Presentation. (Mayor Blake)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Mayor Shmuel Greenberg letter.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 18, 2024
Agenda Date: July 23, 2024
Prepared By: Monica Arsenault, City Clerk
Through: Mayor Blake
Requested Action:
Sister City Presentation

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

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Shmuel Greenberg
mayor of Beit shemesh

B"h, Sivan 26, 5784

July 2, 2024

Dear Mr. Blake

Mayor of Cocoa

I hope this letter finds you well.

Allow me to introduce myself. My name is Shmuel Greenberg and I am the newly elected Mayor of Beit Shemesh. I am a former deputy mayor in Beit Shemesh and have always attributed great importance to our relationship with Cocoa.

I have heard a great deal about the strong partnership between our two cities, including the productive collaboration and mutual delegations that have taken place over the years. I am committed to continuing and strengthening this relationship during my term in office.

As Mayor, I believe that our connections are of great importance. They allow us to share ideas, host friendly delegations and allow for more understanding.

I am confident that the Foreign Relations Department in our city, under the leadership of Councilman Mr. Zvi Wolicki will continue to drive this relationship forward. I look forward to many more years ahead of cooperation and to further strengthen the bond between our two cities.

Also, I would love to have the opportunity in the current term to come and visit the city of Cocoa to meet face to face, see and examine additional ways to strengthen the alliance between the cities.

Sincerely,

Shmuel Greenberg

Mayor of Beit Shemesh

02-9909801/3 lishkatr@bshemesh.co.il Derech Yitshak Rabin 2, Bet Shemesh (Naimi Mall tower c)

Legislation Details (With Text)

File #:	24-383	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/2/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Announcement of Mayor Blake, Deputy Mayor Hearn, Councilmember Goins and Councilmember Koss to Attend the Florida League of Cities Annual Conference from August 14, 2024 - August 18, 2024. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 2, 2024.
Agenda Date: July 23, 2024.
Prepared By: Abigail Bass, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Announcement of Mayor Blake, Deputy Mayor Hearn, Councilmember Goins and Councilmember Koss to Attend the Florida League of Cities Annual Conference from August 14, 2024 - August 18, 2024.

BACKGROUND:

Mayor Blake, Deputy Mayor Hearn, Councilmember Goins and Councilmember Koss will be attending the Florida League of Cities Annual Conference in Hollywood, Florida from August 14th through August 18th, 2024. While the City is responsible for the Mayor's conference registration, his hotel expenses will be covered by the Florida League of Cities as he is the Vice President. The total estimated cost for all expenses is around $7,200. Registration costs for the conference are budgeted under Council's Training account and all other expenses related to travel are budgeted under Council's Travel & Per Diem account.

PRIORITY AREA CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes

If not budgeted, is amendment/transfer attached?

Amount Requested $7,200 (Estimated)

Account Number 001-1000-511.40-00 Travel & Per Diem
001-1000-511.55-00 Training

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:
Announcement of Mayor Blake, Deputy Mayor Hearn, Councilmember Goins and Councilmember Koss to Attend the Florida League of Cities Annual Conference from August 14, 2024 - August 18, 2024.

Legislation Details (With Text)

File #:	24-397	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	7/12/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Approve a Resolution to Waive Competitive Bidding for the purchase of Six (6) Police vehicles & associated equipment; Approve a Resolution Amending the FY-2024 Budget, BAF#24-110-T1 (AFBP21 $122,000) and T2 (AR24PV $244,000). Approve Budget Transfer, Authorize City Manager to execute Purchase Order for the purchase of vehicles & equipment. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution_Waive_Comp_Bid_Cocoa_Ford.pdf Cocoa PD 3.3 GAS QUOTE.pdf NJPA_COCOA CITY OF_53384_Quote_2.pdf Quote_9484_from_Firehouse_Graphics__Signs_LLC.pdf Quote_9485_from_Firehouse_Graphics__Signs_LLC.pdf SQ-537278.pdf Budget Resolution FY 2024-066 ADA Compliant.pdf PDF BAF 24-110-T1-PD AFBP21 for 2 PD Vehicles (7-23-24) Agenda 24-397.pdf PDF BAF 24-110-T2-PD CSLFRF for 4 PD Vehicles (7-23-24) Agenda 24-397.pdf.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 8, 2024
Agenda Date: July 23, 2024
Prepared By: Tony Jones, Fleet Manager
Through: Abigail Morgan, P.E., Public Works Director / City Engineer
Requested Action:
Approve a Resolution to Waive Competitive Bidding for the purchase of Six (6) Police vehicles & associated equipment, Approve a Resolution Amending the FY-2024 Budget, BAF#24-110-T1 (AFBP21 $122,000) and T2 (AR24PV $244,000). Approve Budget Transfer, Authorize City Manager to execute Purchase Order for the purchase of vehicles & equipment.

BACKGROUND:

The local Ford dealer Cocoa Ford has over (200) 2024 Ford Police Interceptor Utility (Explorers) in-stock. The dealer is selling these vehicles at a substantial reduced cost several thousand dollars under contract pricings. Cocoa Ford has opened an equipment upfitting shop, this shop will be installing all police equipment locally this service has been provided by vendor outside of Brevard County. Cocoa Ford is providing the equipment and installation at a substantial reduced cost. A

Quote from Alan Jay for the Vehicles including Equipment Installation and a quote from Dana Safety for just the equipment installation are provided for comparison to show that Cocoa Ford is providing the best price.

Since these purchases in cumulatively exceed the bidding threshold, staff is requesting a resolution to waive competitive bidding as it is in the best interest of the City to make these purchases directly from Cocoa Ford.

Cocoa Police Department has several patrol vehicles in its FY-2025 vehicle CIP. Staff is recommending purchasing these vehicles now these vehicles are available for immediate delivery. The cost of the Patrol Interceptor is $58,692 each for a purchase cost of $352,152. Additional costs for decals and other miscellaneous costs are estimated at $13,848 for a total of $366,000. This is a fully equipped patrol vehicle, plus police decaling this decaling will be installing by local vendor Fire House Graphics.

Cocoa Ford - Dealer Pricing	
2024 / 2025 Ford PPV Utility MSRP	$47,165.00
Dealer Price	$45,044.00
Equipment per CPD Specs with Install	$13,647.51
	$58,691.51
COMPARISON AGAINST CONTRACT	
Alan Jay Ford Sourcewell Pricing	
2025 Ford Explorer PPV Utility MSRP	$49,340.00
Sourcewell Contract Pricing	$47,121.00
Equipment per CPD Specs with Install	$21,530.00
	$68,651.00

Dana Safety equipment with install (cost comparison equipment)	$16,605

Cocoa Fleet police decals to outfit (6) patrol vehicles in stock	
Decal install pricing (Firehouse Graphics) each	$150.00
New Decaling with installed Firehouse Graphics) each	$950.00

Staff is also requesting the use of the remaining balances of CSLFRF monies which must be obligated by 12/24 and the remaining balances from projects in AFBP21 monies, to purchase these six police vehicles in FY24 and remove them from the FY25 CIP.

STRATEGIC PLAN CONNECTION:

Fiscal sustainability - achieving cost savings by purchasing immediately

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

24-110-T1 (2 Vehicles)(Reassigning remaining balances of AFBP21)

Amount: ($122,000)
Account Number: 001-1600-513.39-00 AFBP21
Account Name: Contingency

Amount: $122,000
Account Number: 001-2100-521.64-00 AFBP21
Account Name: Machinery and Equipment

24-110-T1 (Reassigning remaining balances in the CSFRF Fund) (4 Vehicles)

From
(See Detail on BAF)

To

Amount: $244,000
Account Number: 130-2100-521.64-00 AR24PV
Account Name: Machinery and Equipment

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution to Waive Competitive Bidding for the purchase of Six (6) Police vehicles & associated equipment, Approve a Resolution Amending the FY-2024 Budget, BAF#24-110-T1 (AFBP21 $122,000) and T2 (AR24PV $244,000). Approve Budget Transfer, Authorize City Manager to execute Purchase Order for the purchase of vehicles & equipment.

RESOLUTION NO. 2024-065

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 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 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, **BREVARD COUNTY, FLORIDA, that:**

SECTION 1. The purchase 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 on the 23rd day of July, 2024.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, CMC, City Clerk

EXHIBIT "A"

To Resolution No. 2024-065

The City Manager recommends that the competitive bidding requirement be waived, as it is in the best interest of the City to make the purchase of six Police Department Vehicles from Cocoa Ford, 1360 King Street, Cocoa, FL 32922 being that this purchase price is lower than the pricing received from competitively bid sources.

The Department Director has 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 this resolution.

_____

Stockton Whitten, City Manager

COCOA FORD INC.

1360 KING ST

COCOA FLORIDA 32922

QUOTE

□□□□d□□□□□□2□2024

DATE

PURCHASER'S NAME

C□□□□ PD

STREET ADDRESS

301 Shearer BLVD,

CITY	STATE	ZIP	BUS PHONE
C□□□□	□L	32□22	

PLEASE ENTER MY ORDER FOR THE FOLLOWING □□W ☑ □□□D ☐ □□□ ☐ □R□C□☑ CAR□

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.
2024	□ORD	□□PLOR□R	□□□	W□□□□	P□□	□10270
VIN NO.		**MILES**	1□	**SALES REP**	□A□□ ROBB□□□	

PRICE	□4□□044□00	*TRADE-IN INFORMATION*	
		MA□□ O□ □□□D □□□□CL□	
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SUBTOTAL	□□8□□□1□□1	*FLEET SALES INFORMATION*	
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□O□AL PR□C□	□□8□□□1□□1	**PLEASE MAIL PAPERWORK TO:**	
CA□□ DOW□ PA□M□□□	□0□00		
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□□PA□D CA□□ BALA□C□ D□□ O□ D□L□□R□	**$58,691.51**		

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby ***THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS;*** *AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED." TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THERE WILL BE ADDED THE SUM OF $303.60 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS. WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.*

ACCEPTED BY:

P□RC□A□□R□ □G□A□□R□

DATE 7/2/2024

ACCEPTED BY:

D□AL□R OR □□ A□□□OR□□□D R□PR□□□□□A□□□

DATE 7/2/2024

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM	Quote 53384-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
3/24/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
6/17/2024

R□□□□□□□G AG□□C□ **COCOA, CITY OF**
CO□□AC□ P□R□O□ **TONY JONES** **EMAIL** TJONES@COCOAFL.ORG
P□O□□ **321-433-8766** MOB□L□ **321-355-8926** □A□ **321-433-8768**

SOURCEWELL CONTRACT # 2024 091521-NAF & 060920-NAF **www.NationalAutoFleetGroup.com**

MODEL K8A 99B 44U **MSRP** $49,340.00

2025 FORD POLICE INTERCEPTOR UTILITY - AWD - 3.3L V6

CUSTOMER ID MARKED PATROL -Non-Hybrid **NJPA PRICE** $47,121.00

BED LENGTH SUV

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
UM	Agate Black	$0.00
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	$0.00
99B	Engine: 3.3L V6 Direct-Injection	$0.00
44U	Transmission: 10-Speed Automatic (44U)	$0.00
153	OPTIONS Front License Plate Bracket	$0.00
500A	Order Code 500A	$0.00
51R	Driver Only LED Bulb Spot Lamp (Unity)	$395.00
52P	Hidden Door-Lock Plunger	$155.00
68G	Rear-Door Controls Inoperable	$0.00
___	3.73 Axle Ratio	$0.00
PW PL	Power Windows & Locks (Incl)	$0.00
BUC	FACTORY BACK UP CAMERA (STD)	$0.00
25MY PIU	**NEW STD FEATURES** INTERIOR/COMFORT — Climate Control – Rear Aux A/C System — Dark Car — Red and White Dome Lamp in Cargo Area — Speedometer – New LCD 12.3» Display FUNCTIONAL — 100 Watt Siren/Speaker Prep Kit — UIS Upfitter Interface System — PAITRO output tied to liftgae release switch — Police Engine Idle — Keyless Entry – Key FOB Only (Less PATS) Includes 4 fobs — Tail Lamp Prep Kit - Reverse Sensing -- H8 AGM Battery (Standard; 850 CCA/92-amp) -Manual Police Pursuit Mode (Steering Wheel Switch Execution) - Pre-Collision Mitigation system Note: Includes unique one-touch temporary disable switch for Law Enforcement use - Rearview Camera viewable on 8" Center Stack Screen - 1/4 Scale Rear Camera Display (Available)	$0.00
	FACTORY OPTIONS	**$550.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag (State Contract Included)	$0.00
DTF SUV	Deep tint film on SUV with full side and rear glass coverage.	$335.00
WPLB-2L-CORE-21	Whelen Legacy lightbar with full DUO LED modules, two wire controlled traffic advisor, (2) LED flashing/takedown lights, (2) LED flashing/alley lights, mounting kit, Cencom CORE 21-button digital combination light/Siren Controller, SYNC module, OBDII interface, (1) expansion module, (1) external amplifier for dual tone siren, and (2) SA315P siren speakers wtih mounting brackets.	$5,165.00
W TLI-4 RB	(4) Whelen ION "T" series ultra thin light heads surface mounted in grille (RED/BLUE)	$760.00
W TLI2-2-FOG-RB	(2) Whelen DUAL color ION series light heads mounted in fog light area (RED/BLUE).	$400.00
W TRACER60-DUO-TAH-RBW	(2) Whelen 60" DUAL color Tracers (6 lamp housing) with vehicle specific mounting brackets (RED/WHITE & BLUE/WHITE).	$2,010.00
W STRIPLT-DUO-2-LB-RB	(2) Whelen Strip-Light LED light duo color light head with 90 deg mounting L-brackets (RED/BLUE) mounted begind grille.	$400.00
W OUTTER-DUO-RA	Whelen Tahoe rear DUO outter edge (RED/AMBER), red to illuminate in code with (2) lights programmed with for brake light & (2) lights programmed for	$1,325.00
W TLI2-2-LIC-RBW	(2) Whelen ION "T" series DUAL color ultra thin light heads surface mounted adjacent to license plate, vertically (ONE RED/WHITE & ONE BLUE/WHITE).	$400.00

SOURCEWELL CONTRACT # 2024 091521-NAF & 060920-NAF **www.NationalAutoFleetGroup.com**

W TLI2-2-BUMP-RBW	(2) Whelen ION ''T'' series DUAL color ultra thin light heads surface mounted to rear bumper (one RED/WHITE and one BLUE/WHITE).	$400.00
TP PIU-CON22	TROY PRODUCTS 22'' all-level console with faceplates, 4'' dual cup internal beverage holder, 4'' shallow console tray, 2'' faceplate w/ (2) DC outlets & (1) dual-port USB module, & height adjustable swivel arm rest with 5''x8'' foam pad that bolts to rear of console.	$960.00
TP CM-SDMT-SL-LED	TROY PRODUCTS HEIGHT ADJUSTABLE, SLIDE-ARM, COMPUTER MOUNT DESIGNED TO BE INSTALLED ON SIDE OF TROY CONSOLE, WITH ADJ DELUXE LAPTOP TRAY FOR COMPUTERS UP TO 15'' W X 11.5'' H.	$875.00
TP GM-SWM-UNIV-OPTIC	TROY PRODUCTS theft-deterrent single weapon gun mount. Includes butt plates and lock brackets with Large handcuff style gun lock. Includes (1) Universal handcuff style weapon locks with standard #2 Key & push-button override.	$550.00
TP PART-SLIDE-UV	TROY PRODUCTS large window partition with sliding window, crawl-through barrier and weapon recess panel, Includes mounting kit & partition kick panels with big foot pockets for Interceptor Utility.	$1,495.00
TP PIU-SWB	TROY PRODUCTS driver & passenger welded vertical bar window guards.	$410.00
TP PIU-DP-SET	TROY PRODUCTS DRIVER AND PASSENGER DOOR PANEL SET.	$455.00
TP PIU-SEAT-WIRE	TROY PRODUCTS plastic seat with Officer-Safe seatbelt system. Includes rear partition with square-hole pattern and cargo window side panels.	$2,315.00
TP PIU-CGP	TROY PRODUCTS PI Utility rear partition airbag corridor gap panels, driver and passenger sides.	$90.00
TP PIU-HATCH	TROY PRODUCTS rear cargo door square-hole window guard.	$260.00
TP PIU-VAULT-TILT-ELEC	TROY PRODUCTS INTERCEPTOR UTILITY storage vault, 40''Wx32''Lx12H''. Includes two (2) lockable draw-tight handles, carpet on top, foam on floor, tilt-up cargo mount that allows access to spare tire, & tilt-down electronics tray.	$2,925.00
INSTALL	INSTALLATION FOR ALL ABOVE MENTIONED EQUIPMENT BY LIGHTS N MORE IN ALTAMONTE SPRINGS, FL.	$0.00
	CONTRACT OPTIONS	**$21,530.00**

TRADE IN

TOTAL COST **$69,201.00**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$69,201.00**

Estimated Annual payments for 60 months paid in advance: $15,274.22
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

□□□□CL□ □□O□□D B□ **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD — MSRP:$49,515.00

Interior:Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Exterior 1:Agate Black

Exterior 2:No color has been selected.

Engine: 3.3L V6 Direct-Injection

Transmission: 10-Speed Automatic (44U)

OPTIONS

CODE	MODEL		MSRP
K8A	[Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD		$49,515.00
	OPTIONS		
153	Front License Plate Bracket		$0.00
44U	Transmission: 10-Speed Automatic (44U)		$0.00
500A	Order Code 500A		$0.00
51R	Driver Only LED Bulb Spot Lamp (Unity)		$400.00
52P	Hidden Door-Lock Plunger		$160.00
68G	Rear-Door Controls Inoperable	Inc.	

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Data Version: 22026. Data Updated: Mar 23, 2024 6:39:00 PM PDT.

ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

99B	Engine: 3.3L V6 Direct-Injection	($2,330.00)
9W	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	$0.00
UM	Agate Black	$0.00
___	3.73 Axle Ratio	$0.00
	SUBTOTAL	**$47,745.00**
	Adjustments Total	$0.00
	Destination Charge	$1,595.00
	TOTAL PRICE	**$49,340.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD) Late availability.
	Transmission: 10-Speed Automatic (STD)
	3.73 Axle Ratio (STD)
	50-State Emissions System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
	Transmission w/Driver Selectable Mode and Oil Cooler
	Automatic Full-Time All-Wheel
	Engine Oil Cooler
	92-Amp/Hr 850CCA Maintenance-Free Battery
	Hybrid Electric Motor 220 Amp Alternator
	Class III Towing Equipment -inc: Hitch
	Trailer Wiring Harness
	Police/Fire
	1670# Maximum Payload
	GVWR: 6,840 lbs (3,103 kgs)
	Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Rolls
	Electric Power-Assist Steering
	19 Gal. Fuel Tank
	Dual Stainless Steel Exhaust
	Permanent Locking Hubs
	Strut Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Lithium Ion (li-Ion) Traction Battery
Exterior	
	Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
	Tires: 255/60R18 AS BSW
	Steel Spare Wheel

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Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Exterior	
	Full-Size Spare Tire Mounted Inside Under Cargo
	Clearcoat Paint
	Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
	Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
	Body-Colored Bodyside Cladding and Black Wheel Well Trim
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Power Side Mirrors w/Convex Spotter and Manual Folding
	Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
	Deep Tinted Glass
	Speed Sensitive Variable Intermittent Wipers
	Galvanized Steel/Aluminum Panels
	Lip Spoiler
	Black Grille
	Liftgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Auto On/Off Projector Beam Led Low/High Beam Headlamps
	LED Brakelights
Entertainment	
	AM/FM Stereo w/Seek-Scan, Clock and Speed Compensated Volume Control
	Radio: AM/FM/MP3 Capable -inc: 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).
	SYNC Phoenix Communication & Entertainment System -inc: hands-free voice command support compatible w/most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack
	Integrated Roof Antenna
	1 LCD Monitor In The Front
Interior	
	Bucket Front Seats w/Vinyl Back Material and Power 2-Way Driver Lumbar

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Interior	
	8-Way Power Driver Seat -inc: Power Height Adjustment, Fore/Aft Movement, Cushion Tilt, Manual Recline and Power 2-Way Lumbar Support
	10-Way Power Passenger Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 2-Way Lumbar Support
	35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
	Power Rear Windows and Fixed 3rd Row Windows
	Remote Keyless Entry
	Remote Releases -Inc: Power Cargo Access
	Cruise Control w/Steering Wheel Controls
	Dual Zone Front Automatic Air Conditioning
	Rear HVAC
	HVAC -inc: Underseat Ducts
	Locking Glove Box
	Driver Foot Rest
	Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, 6-way power track driver seat (fore/aft, up/down, tilt w/manual recline, 2-way power lumbar), 8-way power track passenger seat w/2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks
	Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors
	Mini Overhead Console w/Storage and 2 12V DC Power Outlets
	Front And Rear Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Carpet Floor Trim
	Cargo Features -inc: Cargo Tray/Organizer

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Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Interior	
	Cargo Space Lights
	Fleet Telematics Modem Tracker System
	Dashboard Storage, Driver And Passenger Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Driver Information Center
	Redundant Digital Speedometer
	Trip Computer
	Digital/Analog Appearance
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Perimeter Alarm
	2 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Emergency Sos
	Reverse Sensing System Rear Parking Sensors
	BLIS (Blind Spot Information System) Blind Spot
	Pre-Collision Assist with Pedestrian Detection
	Collision Mitigation-Front
	Collision Mitigation-Rear
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st And 2nd Row Airbags

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Vehicle: [Fleet] 2025 Ford Police Interceptor Utility (K8A) AWD (Complete)

Safety-Interior	
	Airbag Occupancy Sensor
	Passenger Knee Airbag
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Back-Up Camera w/Washer
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 100,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Hybrid/Electric Components Years: 8 Hybrid/Electric Components Miles/km: 100,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Firehouse Graphics & Signs, LLC
285 N Courtenay Pkwy
Merritt Island, FL 32953 US
(321) 454-9600

Quote # 9484

ADDRESS
Tony Jones
City of Cocoa
301 Shearer Blvd.
Cocoa, FL 32922

DATE	TOTAL
07/02/2024	**$950.00**

DISCRIPTION	QTY	RATE	AMOUNT
Police Ford Explorer Stripe Package w/Blue Stripe # :	1	950.00	950.00
White Reflective Large Police Lettering on Sides	2	0.00	0.00
White Reflective Cocoa Police on Rear	1	0.00	0.00
Non-Reflective Unit # on Roof	1	0.00	0.00
White Reflective Unit # on Sides	2	0.00	0.00
White Reflective Cocoa on Sides of Car	2	0.00	0.00
White Reflective Police on Front Quarter Panel	2	0.00	0.00
Blue Reflective Stripe for Side of Car	2	0.00	0.00
White Cut Vinyl Side Window Oath Lettering	2	0.00	0.00
White & Black Reflective Chevron Stripes for Rear	1	0.00	0.00
Alcohol Clean | Prep | Installation @ Firehouse Graphics & Signs (Included)	1	0.00	0.00

PRICE MATCH GUARANTEE! We won't be beat on price. Show us a current quote from a local competitor, with an identical product and material used at a lower price, and we will match it!

Estimate Only, pricing subject to change within +/- 10%

SUBTOTAL	950.00
TAX (7%)	0.00
TOTAL	$950.00

THANK YOU.

PAYMENT POLICY:
To ensure we maintain the high standards in quality and turnaround time that we're known for, all custom orders under $500 must be paid in full before any work will be started. Any orders above $500.00 will require a 75% down payment OR a minimum of $500.00, whichever is greater.

This policy applies to all clients unless prior arrangements have been made with mgmt. eg. net term accounts.

Thank you for your business.

Sincerely,
Firehouse Graphics & Signs, LLC

Accepted By

Accepted Date

Firehouse Graphics & Signs, LLC
285 N Courtenay Pkwy
Merritt Island, FL 32953 US
(321) 454-9600

Quote # 9485

ADDRESS
Tony Jones
City of Cocoa
301 Shearer Blvd.
Cocoa, FL 32922

DATE	TOTAL
07/02/2024	**$150.00**

DISCRIPTION	QTY	RATE	AMOUNT
Alcohol Clean | Prep | Installation of Provided Graphics @ Firehouse Graphics & Signs	1	150.00	150.00

PRICE MATCH GUARANTEE! We won't be beat on price. Show us a current quote from a local competitor, with an identical product and material used at a lower price, and we will match it!

Estimate Only, pricing subject to change within +/- 10%

SUBTOTAL	150.00
TAX (7%)	0.00
TOTAL	$150.00

THANK YOU.

PAYMENT POLICY:
To ensure we maintain the high standards in quality and turnaround time that we're known for, all custom orders under $500 must be paid in full before any work will be started. Any orders above $500.00 will require a 75% down payment OR a minimum of $500.00, whichever is greater.

This policy applies to all clients unless prior arrangements have been made with mgmt. eg. net term accounts.

Thank you for your business.

Sincerely,
Firehouse Graphics & Signs, LLC

Accepted By

Accepted Date

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	537278-B
Customer No.	COCOA

Bill To	**Ship To**
CITY OF COCOA FLORIDA 65 Stone Street PO REQUIRED Cocoa, FL 32922	DSS ORLANDO INSTALL / COCOA FLEET FL
Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
06/19/24	Ground	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Charlie Schwarz	Charlie Schwarz-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	VEHICLE VEHICLE - SEE SPECS BELOW Warehouse: ORLAN LIST ALL VEHICLE INFO - TO INCLUDE DEALER PROVIDING VEHICLE IF REQUIRED YEAR: 2023 MAKE: FORD MODEL: PIU	0.0000	0.00
1	1	Y	MISC SOI EMPLB01BMF-481, 55" MPOER LB RW/BW AND R/B Warehouse: ORLAN QSF036773 55"/140cm 10-32 Volt MPOWER 6 INCH SAE LED LIGHTBAR W/ 15' LIN DSC TECHNOLOGY /D08//D08/|D12||D12||D12||T18||D12||D12||D12|\D08\\D08\ /R_W//R_W/ |R_W||R_W||R_W||RBW||B_W||B_W||B_W| \B_W\\B_W\ |D08| | SILVER | O |D08| |R_W| | CLEAR | O |B_W| \D08\\D08\ |S06||S06||S06||D12||S06||S06||S06| /D08//D08/ \R_W\\R_W|RED||RED||RED||R_B||BLU||BLU||BLU|/B_W//B_W/ Certs - SAE R|B Accessories - PNFLBSPLT1, AUTO-DIM Mount - Fixed Height Mount (PMPLBK01) Hook - PNFLBF44 Vehicle - Ford Explorer/PI SUV w/o Roof Rack (2020-23)	1,650.0000	1,650.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
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Telephone: 800-845-0405

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
06/19/24	Ground	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Charlie Schwarz	Charlie Schwarz-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	ENGSA5200RSP SOI 500 SERIES 200WATT DUAL TONE BTNN SIREN Warehouse: ORLAN 1 - ALL REAR AND CARGO WINDOW,RED/ BLUE ONLY 2 - ALL RED/BLUE LIGHTS 3 - ADD WHITE, NO REAR WHITE WARNING AT NIGHT MANUAL SIREN PARK KILL - SIREN, AND WHITE LIGHT	673.3000	673.30
3	3	N	ENGND04102 SOI 10 OUTPUT REMOTE NODE W/ MAGNETIC I.D. Warehouse: ORLAN	141.8800	425.64
3	3	N	ENGHNK05 SOI 18" REMOTE NODE HARNESS Warehouse: ORLAN 18 inch Harness Kit for Remote Node	36.7100	110.13
1	1	N	ENGLMK008 SOI BLUEPRINT LINK MICRO KIT Warehouse: ORLAN	250.2500	250.25
2	2	N	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: ORLAN 100J series composite speaker w/ universal bail brkt-100 watt	144.0000	288.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	537278-B
Customer No.	COCOA

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CITY OF COCOA FLORIDA 65 Stone Street PO REQUIRED Cocoa, FL 32922	DSS ORLANDO INSTALL / COCOA FLEET FL
Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
06/19/24	Ground	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Charlie Schwarz	Charlie Schwarz-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	ETSSVBK01 SOI 2020 FORD PIUT SPEAKER BUMPER MNT BRACKET Warehouse: ORLAN	25.1800	50.36
1	1	Y	ESLRL6115E SOI, SL RUNNING, 61", 5MOD, B/W, 2CLR/DUO Warehouse: ORLAN MOUNTED ON THE PASSANGER SIDE	281.2800	281.28
1	1	Y	ESLRL6115D SOI, SL RUNNING, 61", 5MOD, R/W, 2CLR/DUO Warehouse: ORLAN MOUNTED ON THE DRIVERS SIDE	281.2800	281.28
2	2	N	PSLVBK01 SOI MOUNT KIT FOR SL LIGHTS 2020+ PIU Warehouse: ORLAN	19.3500	38.70
6	6	N	EMPS2STS5RBW SOI, MPWR FASCIA, 4", STM, BLK HSG, RED/BLU/WHT Warehouse: ORLAN 4 MOUNTED LOW IN THE FRONT GRILL ON L BRACKETS THE 2 OUTSIDE LIGHTS TO GO WHITE WITH TD ALL 4 COME ON WHITE WITH SCENE 2 MOUNTED HORIZONTALLY LOW IN THE REAR OVER EXHAUST ARE	109.6100	657.66

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	537278-B
Customer No.	COCOA

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Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
06/19/24	Ground	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Charlie Schwarz	Charlie Schwarz-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	N	PMP2BKDGAJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: ORLAN	7.4000	29.60
2	2	Y	EMPS1STS4RBW SOI, MPWR FASCIA, 3", STM, BLK HSG, RED/BLU/WHT Warehouse: ORLAN MOUNTED IN GRILL SPOT	103.8000	207.60
6	6	N	EMPS4STS4J SOI, MPWR HD, 4", STM, CLR HSG, RED/BLU Warehouse: ORLAN 2 EA MOUNTED IN DUAL SHROUD LOW CARGO WINDOW 1 EA MOUNTED IN SINGLE SHROUD UP HIGH AND SPREAD OUT ON REAR WINDOW	104.5700	627.42
2	2	N	PMP2WSDDB SOI 4" MPOWER DUAL WINDOW SHROUD-BLACK Warehouse: ORLAN	14.4100	28.82
2	2	Y	PMP2WSSSB SOI 4" MPOWER SINGLE WINDOW SHROUD-BLACK Warehouse: ORLAN	10.6700	21.34

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	537278-B
Customer No.	COCOA

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Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
06/19/24	Ground	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Charlie Schwarz	Charlie Schwarz-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	N	EMPS2QMS5RBW SOI, MPWR FASCIA, 4", QM, BLK HSG, RED/BLU/WHT Warehouse: ORLAN 1 ON EACH SIDE OF THE LIC PLATE. MOUNTED VERTICALLY RED/BLUE/WHITE WARNING (SHUT REAR WHITE OFF AT NIGHT) RED COMES ON WITH BRAKE, FLICKER WHITE COMES ON WITH BACK UP	109.6100	219.22
2	2	Y	ELUC3H010D SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/WHITE Warehouse: ORLAN 1 MOUNTED IN HEADLIGHT DRIVERS SIDE, USE TWIST IN COLLAR 1 EA MOUNTED IN TAIL LIGHT, USE TWIST IN COLLAR,DRIVER SIDE	60.7300	121.46
2	2	Y	ELUC3H010E SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE/WHITE Warehouse: ORLAN 1 MOUNTED IN THE HEAD LIGHT, PASSANGER SIDE, USE TWIST IN COLLAR 1 EA MOUNTED IN TAIL LIGHT, USE TWIST IN COLLAR, PASSANGER SIDE	60.7300	121.46
4	4	N	PLUCTCL1 SOI REPLACEMENT COLLAR KIT FOR TWIST-IN UNDERCO Warehouse: ORLAN	4.1400	16.56

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	537278-B
Customer No.	COCOA

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CITY OF COCOA FLORIDA 65 Stone Street PO REQUIRED Cocoa, FL 32922	DSS ORLANDO INSTALL / COCOA FLEET FL
Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
06/19/24	Ground	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Charlie Schwarz	Charlie Schwarz-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	ECVDMLTAL00 SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR Warehouse: ORLAN MOUNTED IN THE CENTER OF THE REAR CORGO AREA. MAKE SURE THE SWITCH IS VISIBLE FROM THE REAR	65.4100	65.41
1	1	N	7170-0734-09 GJ FORD 2020+ PI UTILITY CONSOLE KIT Warehouse: ORLAN PACKAGE INCLUDES CONSOLE, MONGOOSE 9" LOCKING SLIDE ARM MOTION, DUAL CUPHOLDER, PRINTER ARMREST, AND THE FOLLOWING EQUIPMENT MOUNTING BRACKETS: 1 - 20033 1 - 7160-0432 1- 1- ALSO INCLUDES ANY BLANK FILLER PANELS NECESSARY TO COMPLETE THE INSTALLATION. **********	843.2200	843.22
2	2	N	7160-0826 GAMBE Adjustable Mic Clip Warehouse: ORLAN	28.3200	56.64
1	1	Y	GJ-19740 GJ 1.5" Rocker Switch & AUX 12V Power Outlet Filler Pl Warehouse: ORLAN	6.5800	6.58

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
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Telephone: 800-845-0405

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Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** **Telephone:** **E-mail:**

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06/19/24	Ground	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Charlie Schwarz	Charlie Schwarz-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	15371 GJ DUAL USB POWER PORT 4.2 A Warehouse: ORLAN FITS ROCKER SWITCH KNOCK-OUT **********	0.0000	0.00
2	2	Y	7160-0063 GJ 12V OUTLET RECEPTACLE ONLY (782-1685) Warehouse: ORLAN FITS IN STANDARD 12 V OUTLET RECEPTACLE KNOCKOUT IN PANEL OR CONSOLE. **********	21.2500	42.50
1	1	N	PK0602ITU20TM SMC #10VS C RP UNCOATED POLY Partition Warehouse: ORLAN	755.3000	755.30
1	1	N	WK0514ITU20 SMC VERTICALSTEEL WINDOW BARS FOR 2020 EXPL Warehouse: ORLAN	230.3000	230.30
1	1	Y	QK0634ITU20 SMC OEM REPLACEMENT SEAT WITH CTR PULL BELTS Warehouse: ORLAN FITS 2020+ FORD PIUT **********	713.3000	713.30

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	537278-B
Customer No.	COCOA

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CITY OF COCOA FLORIDA 65 Stone Street PO REQUIRED Cocoa, FL 32922	DSS ORLANDO INSTALL / COCOA FLEET FL
Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
06/19/24	Ground	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Charlie Schwarz	Charlie Schwarz-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	PK0316ITU202ND SMC 12VS CARGO AREA PARTITION, COATED POLY Warehouse: ORLAN "Cargo Area Rear Partition#12VS Stationary WindowCoated Polycarbonate*FOR USE WITH: -2nd Row Seat" STATE YEAR OF VEHICLE - 2023 FORD PIU ********** ********** **********	454.3000	454.30
1	1	N	WK0040ITU20 SMC 3 PC HORIZ REAR CARGO WINDOW BARRIERS 2020 Warehouse: ORLAN	342.3000	342.30
1	1	N	TK0254ITU20 SMC CARGO BX W/OPEN TOP TRAY & SLIDING BASE W/KE LOCK Warehouse: ORLAN 2020 PI UTILITY TOA TRAY OPEN TOP WITH ANCHOR POINTS BSK BASE SLIDING WITH KEY LOCK	1,077.3000	1,077.30
1	1	N	TPA9289 SMC CARGO BOX SLIDING RADIO TRAY (TRN) Warehouse: ORLAN RADIO TRAY FOR CARGO BOX WITH NO LOCK **********	272.9900	272.99

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Contact: Tony Jones **Telephone:** 321-433-8766 **E-mail:** accountspayable@cocoafl.org	**Contact:** **Telephone:** **E-mail:**

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06/19/24	Ground	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Charlie Schwarz	Charlie Schwarz-Orlando	TONY JONES	85-8012621548C8

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	N	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: ORLAN LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	255.0000	255.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT BLUE PRINT SOI Warehouse: ORLAN INSTALL CUSTOMER SUPPLIED RADIO AND ANTENNA	4,875.0000	4,875.00

PIGGYBACK USING BRADFORD COUNTY CONTRACT # BCSO2019-01FOR SCHEDULING INSTALLATION AND PICK UP PLEASE CONTACT THE PERSON LISTED BELOW:
CONTACT NAME: TONY JONES
CONTACT RANK:
CONTACT CELL NUMBER: 321-355-8962
EMAIL: TJONES@COCOAFL.ORG

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	06/23/24
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Subtotal	16,090.22
Freight	515.28
Order Total	16,605.50

RESOLUTION NO. 2024-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; 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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 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, at a Regular City Council meeting assembled on the 23rd day of July, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-110-T1

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: FN | DATE PREPARED: 07/17/24

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 122,000)	001-1600-513.39-00	AFBP21	CONTINGENCY	$ 0	$ 0	($ 122,000)	$ 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
($ 122,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 122,000	001-2100-521.64-00	AFBP21	MACHINERY & EQUIPMENT	$ 0	$ 0	$ 122,000	$ 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
$ 122,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This BAF is for utilizing AFBP21 funds to purchase 2 PD Cruisers early in FY 24 due to availability. These cars were slated to be replaced in FY25 in the CIP.
BAF 1 of 2
Agenda #: 24-397

COUNCIL/BOARD APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 07/23/24 RESOLUTION #: 2024-066

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Dave Radford Digitally signed by Dave Radford Date: 2024.07.17 11:16:03 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2024.07.17 11:19:37 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2024.07.17 16:24:21 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2024.07.17 11:50:56 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 8/3/23 - IT

City of Cocoa Budget Adjustment Form FY 2024 - 24-110-T2

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: FN | DATE PREPARED: 07/17/24

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 2,590)	130-1600-513.56-15	AR3DIG	CSLFRF DIGITIZE RECORDS	$ 0	$ 0	($ 2,590)	$ 0
($ 13,542)	130-2100-521.64-00	AR23PV	CSLFRF 23 PD VECHICLES	$ 0	$ 0	($ 13,542)	$ 0
($ 145,473)	130-2201-522.64-00	AR22TT	CSLFRF FD TRAINING TRAILER	$ 0	$ 0	($ 145,473)	$ 0
($ 73,018)	130-3510-541.64-00	ARTK23	CSLFRF PW F350 TRUCK	$ 0	$ 0	($ 73,018)	$ 0
($ 8,181)	130-3560-519.64-00	ARVR23	CSLFRF PW VEHICLE REPLACEMENT	$ 0	$ 0	($ 8,181)	$ 0
($ 1,196)	130-1600-513.56-15	AR4LAP	CSLFRF IT LAPTOPS	$ 0	$ 0	($ 1,196)	$ 0
($ 244,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 244,000	130-2100-521.64-00	AR24PV	MACHINERY & EQUIPMENT	$ 0	$ 0	$ 244,000	$ 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
$ 244,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This BAF is for reallocating remaining balances of CSLFRF funded projects to purchase 4 PD Cruisers in FY 24 due to current availability. These cars were slated in the CIP to be replaced in FY25.
BAF 2 of 2
Agenda #: 24-397

COUNCIL/BOARD APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 07/23/24 RESOLUTION #: 2024-066

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Dave Radford Digitally signed by Dave Radford Date: 2024.07.17 11:20:15 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2024.07.17 11:20:31 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2024.07.17 16:21:34 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2024.07.17 11:53:20 -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 #:	24-398	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	7/12/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Authorize City Manager to execute a Change Order to PO # 81307 in the amount of $23,000 due to an increase in price of JET-VAC 900-12 Yard Truck Mounted Combination Sewer Jet Vacuum Sewer Cleaner. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	81307.pdf JET-VAC I0013550.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 11, 2024
Agenda Date: July 23, 2024
Prepared By: Tony Jones, Fleet Manager
Through: Abigail Morgan, P.E., Public Works Director / City Engineer
Requested Action:
Authorize City Manager to execute a Change Order to PO # 81307 in the amount of $23,000 due to an increase in price of JET-VAC 900-12 Yard Truck Mounted Combination Sewer Jet Vacuum Sewer Cleaner

BACKGROUND:

Sewer Field Operations Division budget for a new JET-VAC truck in FY-2023 City council approved the purchase Council Meeting dated July 11, 2023, Agenda File Number 23-399 for $476,000. The truck was originally spec with a 2023 Cab & Chassis due to the availably of Cab & Chassis Post COVID the truck was built with a 2024 Cab & Chassis. The contract pricing changed as a result of the 2024 Cab & Chassis $23,000. The truck arrived the corrected invoice price is $499,000 a change order is need to pay the invoice This increase in price was not budgeted; however, there are cost savings from the purchase of other vehicles in the Machinery & Equipment account to cover the cost increase. The total purchase price exceeds the City Manager purchase approval authorization, so staff is requesting approval to increase the purchase order.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

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

Amount Requested	$23,000
Account Number	421-4125-536.64-00 CA2301
Account Name	Machinery and Equipment

If a P.O. Change Order is involved please complete the following:

Change Order Amount $23,000_

Original Purchase Order 81307_
Original P.O. Amount _$476,000
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:

Purchase Approved by Council on July 11, 2023 Agenda File 23-2023

RECOMMENDED MOTION:

Authorize City Manager to execute a Change Order to PO # 81307 in the amount of $23,000 due to an increase in price of JET-VAC 900-12 Yard Truck Mounted Combination Sewer Jet Vacuum Sewer Cleaner

PURCHASE

Purchase Order

City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

PURCHASE ORDER NO. 081307

P.O. Date : 08/31/2023
Change Order Date: 08/31/2023
Change Order No. : 2

VENDOR PHONE : (689)244-9515
VENDOR NUMBER : 10749
VENDOR ADDRESS : JET-VAC EQUIPMENT COMPANY, LLC
5746 BROAD STREET
SUMTER, SC 29154

SHIP TO : CITY GARAGE

CITY GARAGE
301 SHEARER BOULEVARD
COCOA, FL 32922

Above P.O. # MUST Appear on ALL Invoices, Packing Slip and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY	
09/30/2023	0000046868	08/21/2023	TONY JONES	
FOB	**ACCOUNT NUMBER**		**PROJECT #**	**BUYER**
	42141255366400		CA2301	CHRISTINE SAVAGE

CHANGE ORDER

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
1	476,000.00 SUM	900-ECO 12 YARD TRUCK MOUNTED COMBINATION SEWER CL 001 001 Q2022-273 UPGRADE TO ROOTS 827 BLOWER (5000CFM @ 18"HG) 8" Vacuum Hose system 18" Hg vacuum rating Dual Cyclone Separator Dual Element 10 Micron Final Filter Remote Vacuum Relief Analog Vacuum Display (6) Tube / Tube Rack Boom: Telescoping Boom System Telescoping Reach 17' 2" to 27' 2" Hydraulic Powered Boom 180° Working Radius Boom Joystick Control Debris Tank: 12 Cubic Yard Capacity Exten Steel Construction Debris Level Indicator Hydraulic Dump, 50° Dump Angle (LIFT CYLINDER) Dual Ported Rear Door w/ Knife Valve Dump Height 60" Hydraulic Open/Close/Lock Door Water System: 1300 Gallon Capacity Water Tank Giant plunger style triplex UPGRADED TO 80 gpm @ 2500 psi w/ 30 min run dry	1.0000	476,000.00

PURCHASE



Purchase Order
City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

PURCHASE ORDER NO. 081307

P.O. Date : 08/31/2023
Change Order Date: 08/31/2023
Change Order No. : 2

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
		Black Duraprolene Water Tank Construction w/ 10 Year Warranty Cold Weather Recirculation System 2.5" Hydrant Fill system Air Purge Valve Variable Volume Delivery Low Water Warning Light Analog Pressure Display Front and Mid Ship Hand Gun Ports Electrical: NEMA 4 Control Panel Hour Meter (Blower & Water Pump) Military Spec. Sealed Switches Truck: (1) Alum Toolbox 24"x42"x100" - Behind Cab LED D.O.T. Approved Lighting Tow Hooks Hose Reel & Hose: Front Mounted Telescoping & Rotating 800' X 1" Hose Capacity 10' Leader Hose Single Side Controls Accessories: (3) 8" x 6' Extension Tube 1300 Gallon Capacity Water Tank Giant plunger style triplex UPGRADED TO 80 gpm @ 2500 psi w/ 30 min run dry Black Duraprolene Water Tank Construction w/ 10 Year Warranty Cold Weather Recirculation System 2.5" Hydrant Fill system Air Purge Valve Variable Volume Delivery Low Water Warning Light Analog Pressure Display Front and Mid Ship Hand Gun Ports Electrical: NEMA 4 Control Panel Hour Meter (Blower & Water Pump) Military Spec. Sealed Switches Truck: (1) Alum Toolbox 24"x42"x100" - Behind Cab LED D.O.T. Approved Lighting Tow Hooks Hose Reel & Hose: Front Mounted Telescoping & Rotating 800' X 1" Hose Capacity 10' Leader Hose Single Side Controls Accessories: (3) 8" x 6' Extension Tube (1) 8" X 4' Extension Tube (1) 8" x 6' Crowned Suction Nozzle (1) 6" x 10' Flat Discharge Hose (6) Quick Clamps BB Hose Guide Tri-Star (chisel point) nozzle		

PURCHASE

Purchase Order

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PURCHASE ORDER NO. 081307

P.O. Date : 08/31/2023
Change Order Date: 08/31/2023
Change Order No. : 2

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
		DD (high flow) nozzle Finned Nozzle extension Nozzle Rack (Mounted midship toolbox) 25' Fill Hose Upstream Pulley Guide Washdown gun Cleaner, Tip,Torch,Small (1) Hydrant Wrench (1) Paper Owner's Manual AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION FOOTAGE METER (mounted on jet hose reel) 500' x 1" I.D. x 2500 SEWER HOSE ADDITIONAL 200 GALLON DURAPROLENE WATER TANK W/ 1 YEAR WARRANTY - (between rails) DIGITAL WATER TANK LEVEL GAUGE WATER TANK LOW LEVEL AUDIBLE ALARM (level set point is fixed at 150 gallons) FILL HOSE STORAGE RACK STANDARD HYDROEXCAVATION CLEANING KIT 20 GPM @ 2000 PSI (8" x 6' digging tube, 8gpm rotary digging wand, 10gpm linear nozzle (shipped loose), (2) 5' Extension wands and automatic reel w/ 75' of 3/8" hose) (Confirm chassis horsepower requirements) CENTRAL WASHDOWN SYSTEM (includes 50' of 1/2" hose on a spring retracting hose reel mounted mid-ship) Additional Extension Wand w/ High Flow Quick Connect Additional Rotary Digging Wand w/ High Flow Quick Connect - 8GPM Linear Digging Wand w/ High Flow Quick Connect - 10GPM Rear toolbox group w/ (2) long handle tool storage tubes (includes (2) 24"x18"x18" boxes, (1) 63.75"x17.25"x12" cabinet and (2) 4" tubes) (2) 30"x18"x18" passenger side toolboxes with retractable two-step ladder (2) ADDITIONAL 18"x18"x30" ALUMINUM TOOLBOX - (1 maximum mounted passenger side rail) BUMPER MOUNTED ALUMINUM TOOL BOX (1) 10"x12"x22" (mounted driver side front bumper) DEBRIS BODY PUMP OFF SYSTEM (4" hydraulic driven		

PURCHASE



Purchase Order
City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

PURCHASE ORDER NO. 081307

P.O. Date : 08/31/2023
Change Order Date: 08/31/2023
Change Order No. : 2

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
		pump rated @ 800 gpm located on rear door of debris box, includes swing out decant screen) (Torque PTO Bolts & Studs @ 50ft-lbs) DEBRIS LIQUID LEVEL AUDIBLE ALARM (level set point is adjustable) Manual/Electric Boom Control Valve (Control valves have built-in levers for manual boom control) (Located at midship control panel) Dual Variable Vacuum Control Valve (Located at both Hose Reel & Midship Stations) DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris WIRELESS REMOTE CONTROL PENDANT (controls include hose reel payout/retrieve, water pump on/off, vacuum relief on/off, boom up/down, boom left/right, boom extend/retract and module kill switch) WIRELESS REMOTE ALARM (Buzzer alarm sounds off when truck is taken out of neutral with remote is not in docking station) ENHANCED VISIBILITY CAMERA SYSTEM (includes front and rear mounted camera heads with split screen monitor in cab) (6) LED FLUSH MOUNTED STROBES: (2) FRONT, (2) SIDE & (2) REAR FACING (factory standard) LED ARROW BOARD (factory standard) LED MANHOLE AREA WORK LIGHT LED CURBSIDE BODY MOUNTED WORK LIGHT LED BOOM MOUNTED WORK LIGHTS (2) (complete with limb guard) LED REAR MOUNTED WORK LIGHTS (2) : LOCATED ABOVE REAR DOOR LED HANDHELD WIRELESS 12v/110v RECHARGEABLE LED SPOTLIGHT W/ STORAGE (4) RUBBER BUMPERS MOUNTED ON REAR BUMPER - (Recommended for use when dumping into containers) SIX (6) 28" D.O.T. SAFETY CONES AND HOLDER		

PURCHASE

Purchase Order

City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

PURCHASE ORDER NO. 081307

P.O. Date : 08/31/2023
Change Order Date: 08/31/2023
Change Order No. : 2

Item #	Quantity / Unit	Description/Remarks	Unit Cost	Extended Cost
		CENTRAL LUBRICATION SYSTEM HYDRAULIC TOOL CIRCUIT VIA CHASSIS TRANSMISSION PTO (rated @ 9.5gpm, system engaged via manual diverter valve and supplied with Parker 60 series connectors) Sourcewell Discount -10,836.87 -10,836.87 Western Star 4700 Detroit Diesel 450HP Tandem Axle		
		Change Order 1 & 2 issued to correct error in the extended description that prevent PO to print.		

TOTAL PURCHASE AMOUNT	**$476,000.00**

PURCHASE

Purchase Order
City of Cocoa
65 STONE ST
COCOA, FL 32922
321-433-8833
Purchasing@cocoafl.gov

PURCHASE ORDER NO. 081307

Remit Invoice to:

CITY OF COCOA
ATTN: ACCOUNTS PAYABLE
65 STONE STREET
COCOA, FL 32922

or
Email: AccountsPayable@cocoafl.gov

AUTHORIZED SIGNATURE -

Purchasing/Contracts Manager

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

1. Do not invoice prior to shipment.
2. Partial shipments must be billed as 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 City Purchase Order #. Confirm Receipt of PO to Purchasing@cocoafl.gov.**

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, attorney fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any c1nd 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 shipped 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 been titled, 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 ensure 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, oral bids maybe 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.

25. E-VERIFY:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes. Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement. Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Seller stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision is a material breach of this Agreement and shall result in the immediate termination of the Agreement without penalty to the City. Seller shall be liable for all costs incurred by the City securing a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

Please Remit To:
Jet-Vac Equipment Company
5746 Broad Street
Sumter, SC 29154

5746 Broad Street
SUMTER, SC 29154

4036 Bennett Road
COOKEVILLE, TN 38506

5500 S Cobb Drive, Bld 200, Suite 210
ATLANTA, GA 30339

1350 Sheeler Avenue, Building 12, Unit 7
APOPKA, FL 32703

www.jet-vac.com

Ship To: CITY OF COCOA
.
255 Olive St
Cocoa,FL 32922-7276

Invoice To: City of Cocoa
Attn: Accounts Payable
accountspayable@cocoafl.org
Cocoa FL 32922

Branch		
50 - APOPKA	*REPRINT*	
Date: 05/20/2024	Time: 11:26:08 (O)	Page: 1
Account No: COCOA003	Phone No: 3214338668	Inv No: 05 I0013550
Ship Via: DELIVERY	Purchase Order: 81307	
Tax ID No:		
	Salesperson: MM1 / AW1	

EQUIPMENT INVOICE

Description				Amount
SOURCEWELL Formerly NJPA CONTRACT #101221-SCA EXP 11/29/2025				
**********				
Stock #: IE00256	Serial #: WO 9646			384566.20
New 2024 SE 900-ECOSTK				
NEW SEWER EQUIPMENT COMPANY 900-ECO-12YD TRUCK MOUNTED				
Stock #: IE00330	Serial #: 5KKHBPDVXSLVL2478			145765.00
New 2024 SE 47X DETROIT				
NEW SEWER EQUIPMENT COMPANY WESTERN STAR TANDEM AXLE 47X DD 450HP				
			Sale Total:	530331.20
Miscellaneous Charges/Credits				
==========				
EQP SOURCEWELL DISCOUNT	Qty: 1	Price:	15382.65	15382.65-
EQP SHIPPING	1		3000.00	3000.00
JET-VAC DISCOUNT	1		18948.55	18948.55-
			Subtotal:	499000.00
JFK		Total (TERMS NET 10 DAYS):		499000.00

RECEIVED
By Nicole Chewuk at 2:06 pm, Jun 04, 2024

X _____
Received By

Accounts not paid within 30 days of the date of the invoice are subject to a 1.5% monthly finance charge.

Thank You For Your Business!

Legislation Details (With Text)

File #:	24-399	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Agenda Ready	
File created:	7/12/2024		**In control:**	City Council	
On agenda:	7/23/2024		**Final action:**		
Title:	Approve a Resolution Amending FY- 2024 Budget, BAF#24-111-T transferring Funds through the reallocation of CSLFRF monies ($39,987) for purchase of a Hamm 40” Double Drum Road Roller Vibrator from Dobbs Equipment of Palm Bay Florida. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Hamm HD10C VV Roller Quote 7-2024.pdf Hamm_HD_10C_VV_Specs.pdf Budget Resolution FY 2024-067 ADA Compliant.pdf BAF 24-111-T-PW Vibratory Roller (7-23-24) Agenda 24-399.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 11, 2024
Agenda Date: July 23, 2024
Prepared By: Tony Jones, Fleet Manager
Through: Abigail Morgan, P.E., Public Works Director / City Engineer
Requested Action:
Approve a Resolution Amending FY- 2024 Budget, BAF#24-111-T transferring Funds through the reallocation of CSLFRF monies ($39,987) for purchase of a Hamm 40” Double Drum Road Roller Vibrator from Dobbs Equipment of Palm Bay Florida.

BACKGROUND:

The Cocoa Public Works Street Department Streets Division needs a Road Roller Vibrator. There 1996 Bomag Roller Vibrator was surplus for auction in 2021, the unit at that time was 25 years old. The roller was in poor condition due to its age the equipment was obsolete repair parts were unavailable. Staff is requesting to use of remaining balances of CSLFRF (ARPA) funds in the amount of $39,987 to purchase a replacement Road Roller.

This purchase will be made utilizing the Florida Sheriff Association Purchasing Contract FSA23-EQU21 and is within the City Managers purchasing authority.

The new Road Roller 2024 39.4” HAMM HD 10C VV Double Drum Roller, with optional equipment will provide Public Works Department with an asset to support on going road and sidewalk repair and maintenance of City of Cocoa Roads & Sidewalks.

STRATEGIC PLAN CONNECTION:

Fiscal sustainability by achieving cost savings

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes

Amount Requested	($39,987)
Account Number	130-2201-522.64-00 AR22TT
Account Name	Machinery and Equipment

Amount Requested	$39,987
Account Number	130-2201-522.64-00 AR24RV
Account Name	Machinery and Equipment

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve a Resolution Amending FY - 2024 Budget, BAF#24-111-T transferring Funds through the reallocation of CSLFRF monies ($39,987) for purchase of a Hamm 40” Double Drum Road Roller Vibrator from Dobbs Equipment of Palm Bay Florida.

Jack Condrey
Governmental Territory Manager
Dobbs Equipment LLC
4333 N John Young Pkwy
Orlando, FL 32804
Cell (863) 393-8023
Jack.condrey@dobbsequipment.com

DOBBS EQUIPMENT

Florida Sheriff's Association
Florida Association of Counties
Contract FSA23-EQU21.0
5,400 LB - Double Drum Roller - 47" Width
Spec #361

July 2, 2024

Tony Jones
City of Cocoa

Dobbs Equipment is pleased to quote you the following equipment per contract specification:

One new **Hamm HD12C VV Double Drum Roller**	
Contract Price:	**$ 48,100.00**
Downgrade to a **Hamm HD10C VV Double Drum Roller**	**$ (8,200.00)**

Equipment on HD10C VV quoted on contract includes:
Kubota D1105 FT4 Diesel Engine
39.4" Front and Rear Drum Width
3,704 lb. Operating Weight

Total Delivered Price to City of Cocoa	**$ 39,900.00**

HAMM

Technical data

HD 10C VV



Tandem rollers Series HD CompactLine
Tandem roller with two vibrating roller drums

H263
EU Stage V / EPA Tier 4

HIGHLIGHTS

> Compact dimensions
> Excellent view of drum edge, machine and construction site environment
> Simple transport, simple loading
> Simple, intuitive and language-neutral control
> Clear Side — one-sided drum mounting

TECHNICAL DATA HD 10C VV (H263)

Weights		
Operating weight with ROPS	kg lbs	1680 3,704
Operating weight, max.	kg lbs	1780 3,925
Static linear load, front/rear	kg/cm lbs/in	8,2/8,7 45.9/48.7
French classific., data/class		8,7/PV2
Machine dimensions		
Total length	mm in	2295 90.4
Total height with ROPS	mm in	2210 87.0
Height, loading, min.	mm in	1580 62.2
Wheelbase	mm in	1560 61.4
Total width	mm in	1134 44.6
Max. working width	mm in	1070 42.1
Turning radius, inside	mm in	2130 83.9
Drum dimensions		
Drum width, front/rear	mm in	1000/1000 39.4/39.4
Drum diameter, front/rear	mm in	620/620 24.4/24.4
Drum thickness, front/rear	mm in	12/12 0.5/0.5
Drum type, front		Smooth/non-split
Drum type, rear		Smooth/non-split
Diesel engine		
Manufacturer		KUBOTA
Type		D1105
Number of cylinders		3
Power rat. ISO 14396, kW/PS/rpm		16,1/21,9/2600
Power rating SAE J1349, kW/HP/rpm		16,1/21,6/2600
Emission standard		EU Stage V / EPA Tier 4
Exhaust gas after-treatment		-
Drive		
Speed, infinitely variable	km/h mph	0 - 11,0 0.0 - 6.8
Climbing ability, vibration on/off	%	30/40
Vibration		
Vibration frequency, front, I/II	Hz vpm	61/48 3,660/2,880
Vibration frequency, rear, I/II	Hz vpm	61/48 3,660/2,880

Vibration		
Amplitude, front, I/II	mm in	0,38/0,38 .015/.015
Amplitude, rear, I/II	mm in	0,38/0,38 .015/.015
Centrifugal force, front, I/II	kN lbs	17/11 3,825/2,475
Centrifugal force, rear, I/II	kN lbs	17/11 3,825/2,475
Steering		
Oscillation angle +/-	°	8
Steering, type		Articulated steering
Sprinkler system		
Water sprinkler, type		Pressure
Tank capacity/Fill capacity		
Fuel tank, capacity	L Gal	33 8.7
Water tank, capacity	L Gal	70 18.5
Sound level		
Acoustic power LW(A), sticker	db(A)	105
Acoustic power LW(A), measured	db(A)	101

EQUIPMENT

12 V outlet, 3-point articulation, Dashboard with displays, indicator lights and switches, Dashboard cover, lockable and weather-resistant, Clear Side, Pressure water sprinkling with interval switch, Operator's platform with entry from both sides, V-belt protection, Automatic vibration system, Water filtering (triple), Central lifting bracket

OPTIONAL EQUIPMENT

Plastic scraper, foldable, Additional drive lever, left, Protective roof, Automatic engine-off function, Back-up alarm, Working light, Rotating beacon, Battery isolating switch, Bonnet with sound insulation, Water drain valve, Additional mirror, Tool kit

WIRTGEN AMERICA • 6030 Dana Way • Antioch, TN 37013 • Phone +1 615-501-0600 • Fax +1 615-501-0691 • info.america@wirtgen-group.com • www.wirtgen-group.com/america

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Further data on request / subject to change Illustrations may contain optional features.© **Hamm AG** 2022 - 2719011 en-US V6

HAMM

RESOLUTION NO. 2024-067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2024; 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, 2023, and ending on September 30, 2024, at a Regular meeting held on September 26, 2023; 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 2023-2024 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, at a Regular City Council meeting assembled on the 23rd day of July, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2024 - 24-111-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: FN | DATE PREPARED: 07/17/24

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 39,987)	130-2201-522.64-00	AR22TT	CSLFRF FD TRAINING TRAILER	$ 0	$ 0	($ 39,987)	$ 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
($ 39,987)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 39,987	130-3510-541.64-00	AR24RV	MACHINERY & EQUIPMENT	$ 0	$ 0	$ 39,987	$ 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
$ 39,987	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This BAF is for reallocate budget for completed CSLFRF funded projects to purchase 1 Vibratory Roller for PW in FY 24. This equipment was slated in the CIP to be replaced in FY25.
Agenda #: 24-399

Council/Board APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 07/23/24 RESOLUTION #: 2024-067

City Council approval is needed for all transfers greater than $75,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

Dave Radford Digitally signed by Dave Radford Date: 2024.07.17 11:07:37 -04'00'	Dave Radford Digitally signed by Dave Radford Date: 2024.07.17 11:07:56 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2024.07.17 16:28:08 -04'00'	Lora Howell Digitally signed by Lora Howell Date: 2024.07.17 11:54:51 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Approved 07/13

Revised eform 8/3/23 - IT

Legislation Details (With Text)

File #:	24-335	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/5/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	To Approve a Multi-Year Task Order 2024-07 with Mead & Hunt, Inc. for Engineering Services for the Design, Permitting and Services to Replace the Day Dock Facility and RipRap Revetment at Lee Wenner Park. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-MEAD & HUNT 2024-07 $165,980.00 - PW-CP.pdf CO Lee Wenner park Day Docks Permitting Scope Combined.pdf Q-23-01-COC-C1 Approval of Subconsultant_Taylor.pdf Q-23-01-COC-C1 Approval of Subconsultant_Arc.pdf Mead & Hunt COI exp. 7.1.24.pdf TRACK SHEET.pdf CSA-General Civil Engineering-Mead & Hunt.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 5, 2024
Agenda Date: July 23, 2024
Prepared By: Shawny Chung, Contract Technician
Through: Abigail Morgan, P.E., Public Works Director
Requested Action:
To Approve a Multi-Year Task Order 2024-07 with Mead & Hunt, Inc. for Engineering Services for the Design, Permitting and Services to Replace the Day Dock Facility and RipRap Revetment at Lee Wenner Park.

BACKGROUND:

Wave conditions caused by Hurricane Nicole destroyed the day dock facility at Lee Wenner Park. The CITY wishes to develop preliminary (permit-level) engineering design and seek environmental permits to replace the docks and construct a riprap revetment along the existing bulkhead shoreline. The riprap revetment would serve to reduce reflected wave energy and minimize structural damage during future coastal storms.

Scope of work includes the following:

Phase 1 - Project Management and Meetings

Phase 2 - Data Collection and Site Reconnaissance
Phase 3 - Coastal Analysis and Design Wave Assessment
Phase 4 - Preliminary (Permit-Level) Engineering Design
Phase 5 - Environmental Permitting

Staff recommends approval of a Multi-Year Task Order 2024-07 with Mead & Hunt, Inc. for the Design, Permitting and Services to Replace the Day Dock Facility and RipRap Revetment at Lee Wenner Park project GR2404 for $165,980.00.

STRATEGIC PLAN CONNECTION:

Improving the waterfront infrastructure will increase economic development within the City.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$165,980.00
Account Number	304-3580-572.63-00 GR2404
Account Name	Parks and Recreation/Infrastructure
Source of Funds	FIND Grant/Cocoa CRA

PREVIOUS ACTION:

Council approved the grant application 3/14/23. The CRA board approved the 50% Match Funding on 12/4/23 to the Capital Project Fund 304. Agenda 23-709 was approved on 12/12/23 to Authorize the City Manager to Execute the FIND Grant Agreement, BV-CO-23-159 for Phase 1 Design of Dock Slips at Lee Wenner Park and a Breakwater/Riprap structure. Approve a Resolution Amending the FY24 Budget, BAF#24-027-IFT, accepting the FIND Grant Revenue and the Transfer from the Cocoa CRA for the Match.

RECOMMENDED MOTION:

To Approve a Multi-Year Task Order 2024-07 with Mead & Hunt, Inc. for Engineering Services for the Design, Permitting and Services to Replace the Day Dock Facility and RipRap Revetment at Lee Wenner Park.

Task Order Request Form

P-Form 2021.09 Revised 07/14/2023

General Civil Engineering Services	2024-07
Name of CSA (Continuing Service Agreement)	TASK ORDER NUMBER

Date: 05/30/24 City Bid Number: Q-23-01-COC-C1 AMOUNT: $ 165,980.00

Vendor Name: Mead & Hunt, Inc. Quote/Proposal Number:

Dept. Number/Division Name: 3580 Capital Projects

Project Name: Lee Wenner Park Day Docks - Permittting Assistance Project Number: GR2404

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

Phase 1 - Project Management and Meetings
Phase 2 - Data Collection and Site Reconnaissance
Phase 3 - Coastal Conditions Analysis and Design Wave Assessment
Phase 4 - Preliminary (Permit-Level) Engineering Design
Phase 5 - Environmental Permitting

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)

Requestor Department Director

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

Task Order : ☑ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2024-07

Council Approval Required: ☑ YES ☐ NO

Reason Disapproved:

Purchasing & Contracts Division Manager

City Manager (Purchases not to exceed $75K)

Mayor (Purchases that exceed $75K)

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 $75K. Approved Task Order by City Manager will be returned back to purchasing@cocoafl.org. If over $75K, 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.

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RE: LEE WENNER PARK DAY DOCKS – PERMITTING ASSISTANCE

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SCOPE OF SERVICES FOR
LEE WENNER PARK DAY DOCKS – PERMITTING ASSISTANCE

GENERAL

This Task Order is in conformance with the Agreement for General Civil Engineering Services ("Agreement"), R□□-1□-01-COC□A□d□□□d □□□□□□r□ 27□201□□between the City of Cocoa ("CITY") and Mead & Hunt, Inc. ("MEAD & HUNT") and is referred to herein as the contract.

GENERAL

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SCOPE OF SERVICES

PHASE 1 – PROJECT MANAGEMENT AND MEETINGS

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PHASE 4 – PRELIMINARY (PERMIT-LEVEL) ENGINEERING DESIGN

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PHASE 5 – ENVIRONMENTAL PERMITTING

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Task	Description	Senior Client/Project Manager	Senior Project Engineer	Project Engineer	Engineer III	Engineer I	Admin Assistant	Total Task ($)
	Hourly Rate	$ 256	$ 201	$ 186	$ 168	$ 137	$ 101	See Below
1	**PROJECT MANAGEMENT**							
	Project Coordination/Management	40					20	$ 12,260
	Project Kick-Off Meeting	2		2			2	$ 1,086
	Meetings	10		10			10	$ 5,430
	Subtotals	**52**	**0**	**12**	**0**	**0**	**32**	**$ 18,776**
2	**DATA COLLECTION & SITE RECONNAISANCE**							
	Survey Coordination	3				2	2	$ 1,244
	Geotechnical Coordination	3		4		2	2	$ 1,988
	Site Reconnaissance	6		4		6		$ 3,102
	Subtotals	**12**	**0**	**8**	**0**	**10**	**4**	**$ 6,334**
3	**COASTAL CONDITIONS ANALYSIS AND DESIGN WAVE ASSESSMENT**							
	Taylor Coordination	10					8	$ 3,368
	QAQC	6	8				2	$ 3,346
	Subtotals	**16**	**8**	**0**	**0**	**0**	**10**	**$ 6,714**
4	**PRELIMINARY/PERMIT-LEVEL ENGINEERING DESIGN**							
	Draft Drawings/QAQC	4	8					$ 2,632
	Draft Drawings Review Meerting	2		2			2	$ 1,086
	Final Drawings/QAQC	4	8					$ 2,632
	Coordination with Contractor/Cost Estimate	6		6			2	$ 2,854
	Subtotals	**16**	**16**	**8**	**0**	**0**	**4**	**$ 9,204**
5	**ENVIRONMENTAL PERMITTING**							
	Preapplication Meetings	4		4			4	$ 2,172
	FDEP Permit Application/QAQC	2		4		2		$ 1,530
	USACE Permit Application/QAQC	2		4		2		$ 1,530
	RAIs	4		2		2		$ 1,670
	Subtotals	**12**	**0**	**14**	**0**	**6**	**4**	**$ 6,902**
	TOTAL ALL TASKS	**96**	**24**	**28**	**0**	**10**	**50**	**$ 41,028**

6	**SUBCONSULTANT/REIMBURSABLES**		**Subconsultants/Reimbursables**	$ 124,952
	Taylor Engineering Allowance	$ 89,452	**Grand Total**	**$ 165,980**
	Geotechnical Allowance	$ 10,000		
	Permit Application Fee Allowance	$ 12,000		
	Reproduction/Postage/Travel Allowance	$ 3,500		
	Contingency	$ 10,000		
	Total	**$ 124,952**		

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The above person is authorized to sign for Client and bind the Client to the terms hereof.

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IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF COCOA, 65 STONE STREET, COCOA, FL 32922, City Clerk, Carie Shealy, (321) 433-8484, cshealy@cocoafl.org.

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Taylor Engineering
Scope of Work
for
Preliminary Engineering and Environmental Permitting
for
Lee Wenner Park Day Dock Boat Basin
Cocoa, Florida

INTRODUCTION

Wave conditions caused by Hurricane Nicole destroyed the day dock facility at Lee Wenner Park located in the City of Cocoa (City). The City wishes to develop preliminary (permit-level) engineering design and seek environmental permits to replace the docks and construct a riprap revetment along the existing bulkhead shoreline. The riprap revetment would serve to reduce reflected wave energy and minimize structural damage during future coastal storms. Mead and Hunt (Client) holds a continuing services contract with the City.

Through this Scope of Work, Client engages Taylor Engineering (Taylor) to complete permit-level engineering and seek environmental permits.

ASSUMPTIONS AND LIMITATIONS

Taylor prepared this Scope of Work with the following assumptions and limitations. If any of the below assumptions prove incorrect, Taylor will consult with the Client/City and, as necessary or appropriate, modify this Scope of Work and fee.

- *The anticipated construction will entail new fixed docks within the same footprint of the historical floating docks, a shoreline revetment immediately riverward of the existing bulkhead, and a pile supported walkway, measuring approximately 6-ft wide positioning immediately riverward of the existing bulkhead and above the revetment.*
- *City will provide permits and/or historical drawings of the destroyed day docks which Taylor will apply to develop the replacement dock plan.*
- *This Scope of Work excludes geotechnical exploration. Taylor will review and consider any geotechnical information provided by the Client/City in development of a permit-level design. However, to complete future final engineering design, a detailed and site-specific geotechnical investigation will be necessary and will occur outside of this Scope of Work through future authorization.*
- *Taylor will rely on professional judgement and information provided in existing permits or historical construction drawings (provided by the City) documenting the location of the destroyed docks and piers to develop a structural plan. This Scope of Work excludes iterations or refinements of structural layouts or detailed/final engineering design, which will occur outside of this Scope of Work through future authorization.*
- *This Scope of Work serves to determine appropriate coastal design conditions for the revetment and replacement docks.*

- *This Scope of Work excludes a boundary survey. If it is determined a full boundary survey is required per regulatory agency directive, Taylor Engineering will need to negotiate an additional fee.*
- *Taylor will develop preliminary design and permit drawings for one site layout.*
- *The construction project will avoid or minimize wetland and submerged resources as much as practical.*
- *This project excludes any efforts or coordination with FEMA or FEMA reimbursement.*
- *This Scope of Work excludes final engineering, development of final construction documents, or construction phase services which may occur under future authorization.*

TASKS

<u>Task 1 – Topographic and Hydrographic Surveys</u>

Taylor will complete a topographic survey documenting 30 feet upland of the existing bulkhead (between road and waterway). Taylor's subcontractor, ARC Surveying and Mapping, will complete a hydrographic survey at the boat basin. Figure 1 below provides the extents of these surveys.

To provide a cost-effective approach, a full boundary survey will not be conducted. If it is determined a full boundary survey is required per regulatory agency directive, Taylor Engineering will need to negotiate an additional fee.



Figure 1. Topographic Survey Area Outlined in Blue and Hydrographic Survey Area Outlined in Yellow

Task 2 – Coastal Conditions Analysis and Design Wave Assessment

Taylor will develop a coastal conditions analysis for the project site. Taylor will evaluate the historical and FEMA storm data for the area and/or modify and apply previously developed coastal models to determine water levels and current speeds at the site for the desired return period storms. Taylor will determine wave heights at the site from FEMA wave model results and compare these to model wave heights based on ASCE 7-22 wind speeds. Taylor will document tide and storm water levels, wind speeds, current, and wave conditions. Based on these results, Taylor will recommend design conditions for the proposed facility.

Task 3 – Preliminary (Permit-Level) Engineering Design

Taylor will develop a preliminary design for the waterfront/marine structures:

- Fixed docks (to be replaced within same footprint of historical floating docks)
- Rock revetment in front of existing bulkhead (approximately 300-ft long)
- New pile supported walkway (6-ft wide) in front of the bulkhead (approximately 300-ft long)

Preliminary engineering will consider upland site conditions, geotechnical conditions (if available and provided by the City), coastal conditions, and adjacent facilities (boat ramp).

The task deliverable will include permit drawings; these drawings will depict plan arrangement, typical structural cross-sections, and basic structural details. The designers will also provide an opinion of probable construction cost based on this permit-level design.

Once the engineering is complete, Taylor will coordinate with the Client/City to schedule a meeting to review the design and receive comments before finalizing the permit drawings and continuing with Task 4.

TASK 4 – Environmental Permitting

Task 4.1 – Natural Resources Survey and Report

Permitting for this project will require an assessment of wetlands and submerged resources (e.g., seagrass, oysters) within and immediately adjacent to the proposed project footprint. As such, Taylor environmental staff will complete a survey to characterize and map wetlands and submerged resources at the proposed development site. The wetlands and submerged resources survey will employ qualitative and quantitative methods accepted by state and federal regulatory and resource agencies. Taylor will use real-time kinematic global positioning system (RTK GPS) providing sub-foot accuracy to record the location of resource boundaries identified during the survey.

Taylor will prepare a natural resources survey report to document our findings. The report will describe the survey methodology and characterize and quantify the biological communities within the survey area including an assessment of project potential impacts on listed and candidate species. The report will include resource maps that delineate the survey area resource boundaries including location and limits of wetlands and seagrass communities.

Task 4.2 – Pre-application Meetings

Taylor will work with the Client/City and lead state and federal permitting agencies (FDEP and USACE) to coordinate and facilitate virtual pre-application meetings to present and discuss the proposed project. During the meetings, Taylor will discuss the administrative process and appropriate permit authorization for the project. For Client/City and agency review, Taylor will prepare and submit a summary of the pre-application meeting. The summary will focus on the permit types required and agency recommendations for the application contents.

Task 4.3 – Permit Application Package Completion and Submittal

Taylor will develop permit application packages for the FDEP and USACE based on input received during the pre-application meetings and submit the packages for County approval. After making any final changes to the application packages, Taylor will submit to the FDEP and USACE for processing.

Task 4.4 – Response to Requests for Additional Information

Because of potential impacts related to the proposed riprap revetment, Taylor anticipates an in depth review of these applications with the regulatory agencies. Therefore, this Scope of Work budgets to respond to one request for additional information (RAI) for each permit application. Taylor has budgeted $12,164 for these RAI responses. If agency requests require efforts expected to generate fees beyond this limit, Taylor will inform the Client/City and provide a proposal for the required additional services.

DELIVERABLES

Taylor will provide the following deliverables:

Task 1 – Topographic and Hydrographic Surveys

- Signed and sealed hydrographic survey

Task 2 – Coastal Conditions Analysis

- Signed and sealed coastal conditions report

Task 3 – Preliminary (Permit-Level) Engineering Design

- Preliminary design drawings (permit drawings)
- Permit-level opinion of probable construction cost

TASK 4 – Environmental Permitting

- Natural Resource Report
- Pre-application meeting minutes for FDEP and USACE
- Permit applications

SCHEDULE

The table below provides a schedule for the proposed work. Taylor Engineering will update and maintain the schedule with confirmed dates upon receipt of a notice to proceed.

Task No.	Description	Months from Notice to Proceed								
		1	2	3	4	5	6	7	8	9
1	**Topographic and Hydrographic Surveys**									
2	**Coastal Conditions Analysis**									
3	**Preliminary (Permit-Level) Engineering Design**									
4	**Environmental Permitting**[1]									

[1]Project schedule for permitting is estimated. Taylor Engineering cannot guarantee the project will be permitted in this time frame as it is contingent on regulatory review.

FEE

Taylor will complete the work described herein for a Fixed Fee of $89,452.00 as tabulated and summarized in Exhibit A, which includes our subcontractor's proposal for hydrographic survey.

EXHIBIT A

FEE SUMARRY

TAYLOR ENGINEERING, INC.
COST SUMMARY BY TASK
P2023-186: PRELIMINARY ENGINEERING AND ENVIRONMENTAL PERMITTING FOR LEE WENNER PARK DAY DOCK BOAT BASIN

TASK 1: Topographic and Hydrographic Surveys

Labor	Hourly Rate	Hours	Burdened Cost	Task Totals
Principal	$271.00	2.0	542.00	
Senior Professional	$194.00	16.0	3,104.00	
Project Professional	$156.00	4.0	624.00	
Staff Professional	$119.00	12.0	1,428.00	
Total Labor Hours		34.0		
Total Labor Cost				5,698.00

Subconsultants	Direct Cost	Markup @ 10%	Burdened Cost	
Arc Survey	5,750.00	575.00	6,325.00	
Total Subconsultant Cost				6,325.00

Total Task 1 ***$12,023.00***

TASK 2: Coastal Conditions Analysis and Design Wave Assessment

Labor	Hourly Rate	Hours	Burdened Cost	Task Totals
Senior Professional	$194.00	24.0	4,656.00	
Project Professional	$156.00	12.0	1,872.00	
Staff Professional	$119.00	20.0	2,380.00	
Total Labor Hours		56.0		
Total Labor Cost				8,908.00

Total Task 2 **8,908.00**

TASK 3: Preliminary (Permit-Level) Engineering Design

Labor	Hourly Rate	Hours	Burdened Cost	Task Totals
Principal	$271.00	3.5	948.50	
Senior Professional	$194.00	16.0	3,104.00	
Project Professional	$156.00	40.0	6,240.00	
Staff Professional	$119.00	60.0	7,140.00	
Project CAD/GIS	$150.00	116.0	17,400.00	
Total Labor Hours		235.5		
Total Labor Cost				34,832.50

Total Task 3 **34,832.50**

TASK 4: Environmental Permitting

Labor	Hourly Rate	Hours	Burdened Cost	Task Totals
Senior Professional	$194.00	14.0	2,716.00	
Project Professional	$156.00	114.0	17,784.00	
Staff Professional	$119.00	92.0	10,948.00	
Intern	$53.00	10.0	530.00	
Total Labor Hours		230.0		
Total Labor Cost				31,978.00

Other Direct Costs	Quantity	Unit Cost	Direct Cost	Markup @ 10%	Burdened Cost	
Hotel	2.0	400.00	800.00	80.00	880.00	
Milage	500.0	0.67	335.00	33.50	368.50	
Boat	1.0	250.00	250.00	25.00	275.00	
Meals	2.0	85.00	170.00	17.00	187.00	
Total Other Direct Costs						1,710.50

Total Task 4 **33,688.50**

Project Total ***$89,452.00***

Arc Surveying & Mapping, Inc.
Professional Hydrographers ● Surveyors ● Mappers

October 12, 2023

Jonathan Armbruster, P.E.
Taylor Engineering, Inc.
10199 Southside Blvd., Suite 310, Jacksonville, FL 32256
Main: 904-731-7040 | Direct: 904-256-1362
jarmbruster@taylorengineering.com

RE: Hydrographic Surveying Services
Lee Wenner Boat Basin
Cocoa Village, Florida

As requested, Arc Surveying & Mapping, Inc. (Arc) is providing a proposal for acquisition and mapping of hydrographic data within the Lee Wenner Boat Basin and part of the Indian River.

1) **Survey Task:**
   a) Hydrographic survey within the basin as illustrated in the RFP.
   b) The location and identification of all overwater structures within the survey limits, including docks, piles, signage, navigation aids, etc.
   c) Mapping to include bathymetry surface of the existing basin bottom.

2) **Project Datum:** The Horizontal project datum will be based on the Lambert Conformal Conic Projection for the East Zone of Florida (0901) and referenced to the North American Adjustment of 83/90 (NAD83/90). The Vertical project datum will be referenced to the National American Vertical Datum adjustment of 1988 (NAVD88/2011). The units of measurement will be U.S. Survey Feet. Published values, as documented in the NGS data sheets, will be held as the controlling values, and utilized for RTK GPS site calibrations.

3) Deliverables:
   a) DTM and digital survey cad files of survey results.
   b) Set of PDF maps with the results of the topographic survey.

4) **Professional Fees:** $5,750
5)

Arc Surveying and Mapping, Inc. appreciates the opportunity to work with Taylor on this project and is available to answer any questions or concerns you may have.

Sincerely,

Richard Sawyer

Richard J. Sawyer, PSM, CH
Vice President

Accepted By: _____ Date: _____
Taylor Engineering

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.org

May 23, 2024

David King, PE
Vice President
Mead and Hunt
4401 Eastport Parkway
Port Orange, Florida 32127

RE: Approval of New Subconsultant for contract Q-23-01-COC-C1

Dear Mr. King,

This letter confirms our approval of **Taylor Engineering, Inc**.. as a subconsultant for the Lee Wenner day docks design and permitting project as well as any other shoreline or marine engineering, consulting or permitting services, in accordance with the terms of our contract.

We have reviewed the information you provided regarding Taylor Engineering's qualifications and experience, as well as conducted independent verification of the proposed subconsultants qualifications and we are satisfied that they possess the necessary skills and expertise to perform the services required.

Should there be additional questions or clarification needed please contact the Purchasing Department at purchasing@cocoafl.gov.

Sincerely,

Brian Dale
Purchasing Manger
City of Cocoa

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.org

May 23, 2024

David King, PE
Vice President
Mead and Hunt
4401 Eastport Parkway
Port Orange, Florida 32127

RE: Approval of New Subconsultant for contract Q-23-01-COC-C1

Dear Mr. King,

This letter confirms our approval of **Arc Surveying & Mapping, Inc.** as a subconsultant for the Lee Wenner day docks design and permitting project as well as any other hydrographic surveying work as required in accordance with the terms of our contract.

We have reviewed the information you provided regarding Arc Surveying & Mapping's qualifications and experience, as well as conducted independent verification of the proposed subconsultants qualifications and we are satisfied that they possess the necessary skills and expertise to perform the services required.

Should there be additional questions or clarification needed please contact the Purchasing Department at purchasing@cocoafl.gov.

Sincerely,

Brian Dale
Purchasing Manger
City of Cocoa

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/15/2023

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 Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	**CONTACT NAME:** Allie Darling **PHONE (A/C, No, Ext):** 612-322-6041 **FAX (A/C, No):** **E-MAIL ADDRESS:** adarling@holmesmurphy.com
INSURED MEAHUNPC Mead & Hunt, Inc. 2440 Deming Way Middleton, WI 53562	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** XL Specialty Insurance — 37885 **INSURER B :** Zurich American Insurance Company — 16535 **INSURER C :** American Guarantee & Liability Ins. Co. — 26247 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1343097733 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Cont Liab Per X Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GLO138723201	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BAP138723101	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			AUC095226001	7/1/2023	7/1/2024	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC138723301	7/1/2023	7/1/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B A	Property Professional Liability			CPP182316701 DPR5014507	7/1/2023 7/1/2023	7/1/2024 7/1/2024	Bldg/BPP: $21,681,944 Per Claim: Per Aggregate:	BI: $15,000,000 $10,000,000 $10,000,000

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

RE: Stormwater Engineering Services. When specified in written contract, theCertificate Holderis listed as Additional Insured with respect to CommercialGeneral Liability & Commercial Auto Liability.

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



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Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP138723101	07/01/2023	07/01/2024				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;

2. Repair;

3. Servicing;

4. "Loss"; or

5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
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Commercial General Liability Coverage Part

A. □□□□□□□ **II – Who Is An Insured** □□ □□ □□d□d □□ □□□□□□d□ □□□ □□□ □dd□□□□□□□□□□r□d □□□□ □□r□□□ □r □r□□□□□□□□□ □ □□□□ □□□□ □r□ r□□□□r□d □□ □dd □□□ □□□ □dd□□□□□□□□□□r□d □□d□r □ □r□□□□ □□□□r□□□□r □r□□□□ □□r□□□ □□□□□□□□□□d □□□ □□□□□□□□□□□□ □ □□□ r□□□□□□□□ □□□□□□□□ □□r "□□d□□ □□□□r□" □" □r□□□r□□ d□□ □□□□" □r "□□r □□□□□□□□d □d□□r□□□□□ □□□□r□" □□d □□□□□□□□□□ □□□□ □□□□□□□ □□□□

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[illegible]

(a) [illegible]

(b) "[illegible]" [illegible] "[illegible]" [illegible] **2.a.** [illegible]

[illegible] [illegible]

[illegible] [illegible]

(i) [illegible] "[illegible]" [illegible] "[illegible]" [illegible]

(ii) [illegible] "[illegible]" [illegible] "[illegible]" [illegible]

3. [illegible] **1.** [illegible] **2.** [illegible]

a. [illegible] CG 20 10 04/13 [illegible]

b. [illegible]

[illegible] "[illegible]" [illegible] "[illegible]"

(1) [illegible]

(2) [illegible]

[illegible]

[illegible] **3.** [illegible]

(a) [illegible]

(b) [illegible]

(c) [illegible] "[illegible]" [illegible] "[illegible]"

4. [illegible] **1.** [illegible] **2.** [illegible]

a. [illegible] CG 20 37 04/13 [illegible]

b. [illegible]

[illegible] "[illegible]" [illegible] "[illegible]" [illegible] "[illegible]"

[illegible] **4.** [illegible]

(1) [illegible]

(2) [illegible]

(3) [illegible] "[illegible]" [illegible] "[illegible]"

(4) [illegible] "[illegible]" [illegible] "[illegible]" [illegible] "[illegible]"

[illegible]

B. The following is added to the **Other Insurance** Condition and supplements the provisions of **A.** above:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under another insurance policy providing coverage on a primary basis.

1. Any of your work for the additional insured performed by you or on your behalf under a written contract or agreement that is executed or in effect during the policy period; or

2. Premises you own, rent or occupy.

This insurance does not apply to any "loss", "claim" or "suit" that arises out of the sole negligence of the additional insured for its ongoing operations not performed by you or on your behalf or for its premises not occupied by you. However, this insurance does apply to "loss", "claim" or "suit" that arises out of the joint negligence of the additional insured and you or your agents, or that is imposed on the additional insured by law, but only with respect to your negligence or the negligence of your agents.

C. The following is added to the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition of **SECTION IV – Commercial General Liability Conditions**:

The additional insured must also:

(1) Notify us of any "occurrence" or offense which may result in a "claim";

(2) Notify us of any "claim" or "suit" as soon as practicable; and

(3) Assume no obligation, make no payment or incur no expense without our consent, except for first aid administered at the time of an accident by a person named as an additional insured under this endorsement.

D. The following is added to the **Other Insurance** Condition of **SECTION IV – Commercial General Liability Conditions**:

1. With respect to the insurance afforded to the additional insured under this endorsement:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to the additional insured, provided that:

a. The additional insured is a named insured under such other insurance; and

b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The insurance afforded to the additional insured under this endorsement is excess over any valid and collectible insurance available to the additional insured under any other policy, including any automatic additional insured endorsement. However, the insurance afforded to the additional insured under this endorsement is primary and will not seek contribution from any other insurance available to the additional insured when you and such additional insured have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. Any coverage provided hereunder shall be excess over any valid and collectible insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless a written contract or agreement specifically requires that this insurance be primary or non-contributing.

F. The following is added to the Limits Of Insurance Condition and supplements the provisions of **A.3.** and **A.4.** above:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. R[illegible] [illegible] [illegible] [

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
- GLO138723201	07/01/2023	07/01/2024			$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU AND FOR THAT PERSON AND/OR ORGANIZATION

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(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

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2. **Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. **Loss** means those sums actually paid that the **insured** is legally obligated to pay as damages for the settlement or satisfaction of a claim because of injury or offense, after making proper deductions for all recoveries and salvage. However:

   a. Under **Coverage A**:

      (1) **Loss** also includes defense expenses and supplementary payments if **underlying insurance** includes defense expenses and supplementary payments in the Limits of Insurance; and

      (2) **Loss** does not include defense expenses and supplementary payments if **underlying insurance** does not include defense expenses and supplementary payments in the Limits of Insurance.

   b. Under **Coverage B.**, **loss** does not include defense expenses and supplementary payments.

4. **Other insurance** means a policy of insurance providing coverage that this policy also provides. **Other insurance** includes any type of self-insurance or other mechanisms by which an **insured** arranges for funding of legal liabilities.

   Other insurance does not include **underlying insurance** or a policy of insurance specifically purchased to be excess of this policy providing coverage that this policy also provides.

5. **Pollutants** mean any man-made or naturally occurring solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to: smoke; vapor; soot; fumes; acids; alkalis; chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

6. **Suit** means a civil proceeding in which injuries or damages to which this insurance applies are alleged. **Suit** includes:

   a. An arbitration proceeding in which such damages are claimed and to which the **insured** must submit pursuant to law or contract or does submit with our consent; or

   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with our consent.

7. **Underlying insurance** means the policy or policies of insurance listed in the Schedule of Underlying Insurance forming a part of this policy. We will only be liable for amounts in excess of the Limits of Insurance shown in the Schedule of Underlying Insurance for any **underlying insurance**.

B. The following definitions are applicable to **Coverage A** only:

1. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

2. **Insured** means:

   a. You;

   b. Any person or organization included as an **insured** in **underlying insurance**; and

   c. Any person or organization qualifying as an additional **insured** in **underlying insurance** but only to the same extent that such person or organization is an additional **insured** under such **underlying insurance**.

3. **Non-Admitted Jurisdiction** means:

   a. Any country or political subdivision in which we are not licensed or permitted to insure risks and where doing so would violate the insurance laws and regulations of such jurisdiction; or

   b. Any country or political subdivision where we are prevented by law from investigating, defending or settling an **occurrence** or **suit**.

4. **Occurrence** means a covered event as defined in **underlying insurance**.

5. **Qualified Entity** means any entity, person or organization that is not an **insured** under this policy and would qualify as an **insured** under this policy, but for the fact that the entity is registered, domiciled or has ongoing operations in a **non-admitted jurisdiction**.

Nothing herein will be construed to make this policy subject to the terms, conditions and limitations of such **other insurance**.

14. Premium

The premium for this policy as stated in Item **6.** of the Declarations is a flat premium. It is not subject to adjustment unless an endorsement is attached to this policy.

15. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first **Named Insured**, this insurance applies:

a. As if each **named insured** were the only **named insured**; and

b. Separately to each **insured** against whom claim is made or **suit** is brought.

16. Terms Conformed to Statute

The terms of this policy which are in conflict with the statutes, laws, ordinances or regulations in any country, jurisdiction, state or province where this policy is issued are amended to conform to such statutes, laws, ordinances or regulations. If we are prevented by law or statute from paying on behalf of the **insured**, then we will, where permitted by law or statute, indemnify the **insured**.

17. Transfer of Rights of Recovery Against Others to Us

a. If the **insured** has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The **insured** must do nothing after the **loss** to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

However, if any **insured** is required by a written contract or agreement which is executed before a **loss** to waive their rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations for which the **insured** has not waived their rights of recovery by contract.

b. Any amount recovered will be apportioned in the inverse order of payment of **loss** to the extent of actual payment. The expenses of all such recovery proceedings will be apportioned in the ratio of respective recoveries.

18. Transfer of Your Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent. If you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties but only with respect to that property.

19. When Loss is Payable

Coverage under this policy will not apply until the **insured**, or the **insured's** underlying insurer has paid or is legally obligated to pay the full amount of the Underlying Limits of Insurance or **Retained Limit**.

When the amount of **loss** is determined by an agreed settlement or on a final judgment against an **insured** obtained after an actual trial, we will promptly pay on behalf of the **insured** the amount of **loss** covered under the terms of this policy. The first **Named Insured** will promptly reimburse us for any amount within the **Retained Limit** paid by us.

20. Violation of Economic or Trade Sanctions

If coverage for a claim or **suit** under this policy is in violation of any economic or trade sanctions of the United States of America then coverage for that claim or **suit** will be null and void.

B. The following Condition is applicable to **Coverage A** and **Coverage B**:

1. Notice of Occurrence, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an **occurrence** which may result in damages covered by this policy.

To the extent possible, notice will include:

(1) How, when and where the **occurrence** took place;

Continuing Service Agreement Track Sheet

Q-23-01-COC-C

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

Service Description: General Civil Engineering Services

Department: Public Works

Task Orders Issued: 6

Start Date: 3/30/2023

End Date: 3/29/2026

Extensions 0

Total Task Orders:	$312,036.50
Paid:	$26,691.15
Encumbered:	$210,399.85

Contract #	Q-23-01-COC-C1	Vendor	Mead and Hunt Inc.	Expires	3/29/2026	$171,836.00	$24,271.15	$147,564.85
Task Order	**Task Details**			**Approved**	**Status**	**Task Order Amt.**	**Paid**	**Encumbered**
2023-02	US1/Forrest Av. Stormwater Treatment Facility; Requested by JoAnna Zurinsky; Project # GR231F; PO/RQ#: 82087-47737; Notes: Emailed Task Order # to JoAnna [DK-07/11/2023] Emailed Task Order to Brian [DK-07/28/2023]			7/11/2023	Active	$141,126.00	$0.00	$141,126.00
2023-03	Development Civil/Stormwater Review; Requested by JoAnna Zurinsky; PO/RQ#: 81273-46815; Notes: COI sent 4 times - email JoAnna [DK-07/27/2023] Proposal only lists lump sum, does not provide a detailed cost			8/7/2023	Active	$15,000.00	$11,182.85	$3,817.15
2023-04	NPDES MS4 Permit NOI Assistance; Requested by Shawny Weston; PO/RQ#: 81272-46844; Notes: Emailed Task Order # to Shawny [DK-08/02/2023] Emailed Task Order to Brian for Approval [DK-08/03/2023]			8/15/2023	Active	$15,710.00	$13,088.30	$2,621.70
Contract #	Q-23-01-COC-C2	Vendor	Kimley-Horn and Associates, Inc.	Expires	3/29/2026	$62,835.00	$0.00	$62,835.00
Task Order	**Task Details**			**Approved**	**Status**	**Task Order Amt.**	**Paid**	**Encumbered**
2024-05	Cocoa Brightline Station Grant; Requested by Shawny Weston; PO/RQ#: 82426-48207; Notes: Emailed Task Order # to Shawny (DK-04/11/2024) Emailed Task Order to Brian (DK-04/23/2024)			5/14/2024	Active	$62,835.00	$0.00	$62,835.00
Contract #	Q-23-01-COC-C3	Vendor	EXP U.S. Services Inc.	Expires	3/29/2026	$77,365.50	$2,420.00	$0.00
Task Order	**Task Details**			**Approved**	**Status**	**Task Order Amt.**	**Paid**	**Encumbered**
2023-01	SR 520 Booster Station Survey; Requested by John Perrin; PO/RQ#: 80931-46295; Notes: Emailed Task Order # to John Perrin [DK-04/13/2023] Emailed Task Order for Approval [DK-04/18/2023]			4/28/2023	Completed	$2,420.00	$2,420.00	$0.00

2024-06	Vulnerability Assessment; Requested by Charlene Neuterman	Pending	$74,945.50	$0.00	$0.00

CONTINUING SERVICES AGREEMENT

General Civil Engineering

THIS CONTINUING SERVICES AGREEMENT ("Agreement") is made and entered into this 30th day of March 2023, by and between the **City of Cocoa,** a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Mead & Hunt, Inc.**, a foreign corporation authorized to do business in Florida ("Engineer"), whose address is 2440 Deming Way, Middleton, WI 53562-1562.

WITNESSETH:

WHEREAS, City desires to obtain engineering, design, and permitting services from time to time on an as-needed, task oriented basis; and

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

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

WHEREAS, Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

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 one (1) 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 Continuing Services Agreement, as may be amended from time to time, which shall constitute

authorization for the Engineer to provide the engineering 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 Mead & Hunt, Inc., a foreign corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Engineer or Engineer's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, 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 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 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 Engineer to perform engineering services on a "task" basis. The City will communicate with 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 a Scope of Work 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 written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City 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 engineering 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 general civil engineering services. The Services shall include those identified in RFQ Q-23-01-COC, which is incorporated herein by this reference.

2.4 The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreemenfot 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 the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and 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 Engineer shall be compensated for said services in accordance with the terms of Section 5.0 herein. All change orders shall be authorized in writing by City's and 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 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should 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 Engineer without 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 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 Consultants. For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by 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 Engineer by the independent professional associates and consultants. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 Witness Services. For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Engineer or independent professional associate or consultant, which is used as a witness or expert, 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 consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

City and Engineer are not liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages ("damages").

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

5.7 Payment Offsets. To the extent that 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 Engineer.

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 Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer's 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. 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. 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 City or its affiliates shall at all times have the right to review or observe the Services performed by Engineer.

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

7.0 PROGRESS MEETING

7.1 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. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

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

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant 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, 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 minimum amount of $3,000,000.00 per occurrence or claim and in the aggregate with a deductible not greater than $500,000. For professional liability insurance written on a "claims-made" basis, the Engineer shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement and Task Orders.

b. General Liability. The Engineer shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than $10,000.00, 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 minimum amount of $1,000,000.00 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. Worker's 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 l0.l.b and l0.l.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, 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. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date 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 Consultants. All independent associates and consultants employed by 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 Engineer shall comply with all requirements of applicable 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 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 in the same or similar locality at the same time. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall

provide 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 consultants (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 Engineer's behalf with respect to the Services. In addition, 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 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. 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 Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, 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 and 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 top 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 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 Engineer represents 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, Engineer shall indemnify, hold harmless, the City, its officers, directors, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual 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, 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.

a. **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 anytime. 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.

b. **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.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, 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 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 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 City, any part of this Agreement is subcontracted by Engineer, Engineer shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

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

15.4 If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer shall require the subcontractor to provide 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, Engineer and any approved subcontractors shall be considered an independent contractor and not an employee 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. 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 therefor; or

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

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

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

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

f. 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 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 direct damages sustained by the City by reason of substantial 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, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0, Default; (b) the Engineer makes a general assignment for the benefit of its credits; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) 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 City may have under this Agreement.

18.2 In addition, either party may terminate for convenience without penalty at any time upon fifteen (15) days advance written notice.

18.3 In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

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 City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency, 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 60 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 term, condition 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 City and Engineer.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Engineer represents 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, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and 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 City and 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:
Mead & Hunt, Inc.
Attention:
4401 Eastport Park Way
Port Orange, FL 32127
386-761-6810 (Phone)
386-761-3977 (Fax)

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 Engineer hereby represents and warrants to the City the following:

a. 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 Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

34.1 The Engineer shall indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, liabilities, damages, losses, costs or suits, including reasonable attorney 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.

34.2 The indemnity provisions set forth in Paragraphs 34.1 shall survive termination of this Agreement.

34.3 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.

34.4 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.

35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE

35.1 The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to 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. Engineer and 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 Engineer's own personnel.

35.2 The presence of Engineer's personnel at a construction site is for the purpose of providing to 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). 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. 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. 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;

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; and

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 Engineer's undersigned representative's execution of the Agreement.

38.0 E-VERIFY.

38.1 Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. Engineer must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Engineer stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The Engineer shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the Engineer utilizes Subcontractors the following shall apply:

a. Engineer shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Engineer shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Engineer shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration 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

By: Michael C. Blake

Print Name/Title: Michael C. Blake Mayor 3/30/2023

ATTEST:

By: Carie Shealy

Carie Shealy, City Clerk

ENGINEER:

MEAD & HUNT, INC.

By:

Print Name/Title: David King/Vice President

EXHIBIT A
Engineer's Rate Schedule

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
Effective January 1, 2023

Standard Billing Rates

Clerical	$82.00 / hour
Technical Editor	$123.00 / hour
Technician I, Technical Writer, Administrative Assistant	$101.00 / hour
Technician II	$123.00 / hour
Technician III	$140.00 / hour
Technician IV	$156.00 / hour
Senior Technician	$171.00 / hour
Engineer I	$137.00 / hour
Engineer II	$155.00 / hour
Engineer III	$168.00 / hour
Senior Engineer	$175.00 / hour
Project Engineer	$186.00 / hour
Senior Project Engineer/Project Manager	$201.00 / hour
Senior Associates	$220.00 / hour
Principal	$244.00 / hour
Senior Client/Project Manager	$256.00 / hour

Expenses

Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed.

This schedule of billing rates is effective January 1, 2023, and will remain in effect until December 31, 2023, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

February 7, 2023

Mead & Hunt
4401 Eastport Park Way
Port Orange, Florida 32127

Attention: Mr. David King, PE

Subject: Fee Schedule for Geotechnical Engineering
and Construction Materials Testing Services
Mead & Hunt Continuing Services Contract with
City of Cocoa, Florida

Dear Mr. King:

Congratulations on being selected as a continuing services consultant for the City of Cocoa. We appreciate the opportunity to be part of your team as the geotechnical engineering consultant, and we look forward to helping you meet the needs of the City of Cocoa.

As requested, we have provided the attached fee schedule for geotechnical engineering and construction materials testing services that may be utilized for the above referenced contract. Ardaman & Associates, Inc. will provide a written scope of work and cost estimate for each potential assignment after discussing the needs with the Mead & Hunt project manager.

We are pleased to be of assistance to you on this contract. Please contact us should you need any additional information or to discuss a project.

Very truly yours,
ARDAMAN & ASSOCIATES, INC.
Certificate of Authorization No. 5950

Jason P. Manning, P.E.
Branch Manager

Attachment: Fee Schedule

ARDAMAN ASSOCIATES, INC.
2023 FEE SCHEDULE
ENGINEERING AND TESTING SERVICES

ENGINEERING		
Data Evaluation, Engineering Analysis, Design, Inspections, Field Monitoring, etc.		
Senior Consultant	Per Hour	$204.00
Senior Engineer	Per Hour	$193.00
Senior Project Engineer/Hydrogeologist	Per Hour	$162.00
Threshold Inspector (Professional Engineer)	Per Hour	$182.00
Project Engineer	Per Hour	$144.00
Assistant Project Engineer/Hydrogeologist	Per Hour	$131.00
Staff Engineer/Threshold Field Representative	Per Hour	$116.00
CONSTRUCTION MONITORING AND FIELD TESTING		
Field Technician/Inspector V/Metals Technician	Per Hour	$89.00
Field Technician/Inspector IV	Per Hour	$81.00
Field Technician III	Per Hour	$68.00
Field Technician II	Per Hour	$61.00
Field Technician I	Per Hour	$56.00
LABORATORY TESTING		
Visual Classification and Sample Handling, Special Laboratory Tests (Leaching Studies, Slurry Consolidation, etc.)		
Laboratory Technician V	Per Hour	$89.00
Laboratory Technician IV	Per Hour	$81.00
Laboratory Technician III	Per Hour	$68.00
Laboratory Technician II	Per Hour	$61.00
Laboratory Technician I	Per Hour	$56.00
SUPPORT PERSONNEL		
Engineering Designer V	Per Hour	$96.00
Engineering Designer III	Per Hour	$82.00
Engineering Designer I	Per Hour	$76.00
Technical Draftsman III	Per Hour	$74.00
Technical Draftsman I	Per Hour	$62.00
Technical Secretary	Per Hour	$63.00
MISCELLANEOUS EXPENSES		
Outside Services and Expenses	Per Job	At Cost + 15%
Printing and Reproduction	Per Job	At Cost + 15%
Copying	Per Page	$0.25
Mileage (Automobile)	Per Mile	$0.72
Mileage (Truck)	Per Mile	$1.03

These prices are in effect for work completed through December 31, 2023. This fee schedule will be superseded by the 2024 fee schedule for work performed after December 31, 2023

ARDAMAN ASSOCIATES, INC.
2023 FEE SCHEDULE
ENGINEERING AND TESTING SERVICES

MOBILIZATION		
Mobilization and Demobilization		
· Men and Equipment	Per Rig-Hour	$238.00
· Mileage - Rig	Per Rig-Mile	$1.16
· Mileage - Truck	Per Truck-Mile	$1.03
· Portable Barge	Per Job	$6,000.00 min.
STANDARD DRILLING		
Auger Borings (4-inch)	Per Lineal Foot	$13.20
Wash Borings - Cuttings Only (up to 3 inch)		
· Soil drilling	Per Lineal Foot	$11.00
· Rock drilling	Per Lineal Foot	$15.00
Standard Penetration Test (SPT) Borings		
(ASTM D-1586) in soil (N-values <50):		
· from surface to 25 feet	Per Lineal Foot	$17.55
· from 25 feet to 50 feet	Per Lineal Foot	$18.70
· from 50 feet to 100 feet	Per Lineal Foot	$21.00
· from 100 feet to 125 feet	Per Lineal Foot	$27.25
· from 125 feet to 150 feet	Per Lineal Foot	$37.70
Standard Penetration Test (SPT) Borings in		
high resistance soil/rock (N-values >50)	Add'l Price Per LF	$5.90
Furnish, Install, and Remove Casing (up to 4-inch):		
· from surface to 50 feet	Per Lineal Foot	$11.80
· from 50 feet to 100 feet	Per Lineal Foot	$14.45
· from 100 feet to 150 feet	Per Lineal Foot	$18.00
Drilling (Time Basis)/2 man-crew	Per Crew-Hour	$233.00
Drilling (Time Basis)/3 man-crew	Per Crew-Hour	$268.00
Support Water Truck (Time Basis)	Per Day	$215.00
Rock Coring (N or H size)		
· from surface to 50 feet	Per Lineal Foot	$46.55
· from 50 feet to 100 feet	Per Lineal Foot	$51.40
· from 100 feet to 150 feet	Per Lineal Foot	$54.60
Field Permeability	Per Test	$362.00
Mud Bug Vehicle	Per Lineal Foot	Standard Rates x 1.1
Barge Drilling	Per Lineal Foot	Standard Rates x 1.5
SAMPLING		
Additional SPT Sampling:		
· from 10 feet to 25 feet	Per Additional Sample	$37.00
· from 25 feet to 50 feet	Per Additional Sample	$41.00
· from 50 feet to 100 feet	Per Additional Sample	$45.00
· from 100 feet to 125 feet	Per Additional Sample	$50.00
· from 125 feet to 150 feet	Per Additional Sample	$63.00
Undisturbed Samples:		
· Shelby Tube	Per Sample	$213.00
· Fixed-Piston Shelby, Osterberg, Pitcher	Per Sample	$220.00
SOUNDINGS		
Electric Dutch Cone Soundings	Per Lineal Foot	$16.30
Piezocone Soundings	Per Lineal Foot	$18.20
Muck Probing/Clay Sampling	Per Crew Hour	$196.00
Electric Dutch Cone Soundings	Per Crew Hour	$250.00
Piezocone/Piezoprobe Soundings (Time Basis)	Per Crew Hour	$262.00
Piezoprobe Dissipation Monitoring	Per Crew Hour	$213.00
OTHER CHARGES		
Clearing Difficult Access, Hole Location and Set-Up	Per Crew-Hour	$226.00
Standby Time	Per Crew-Hour	$226.00
Piezometer and Well Installation (plus materials)	Per Crew-Hour	$226.00
Bore Hole Grouting and Sealing (plus materials)	Per Crew-Hour	$226.00
Well Clearing/Sensitivity/Water Level	Per Crew-Hour	$201.00
Air Boat Use	Per Day	$579.00
Instrumentation Unit Use	Per Day	$386.00
Lodging and Subsistence	Per Crewman-Day	$166.00
Double Ring Infiltrometer	Per Test	$682.00
Materials	Per Job	At Cost + 15%

These prices are in effect for work completed through December 31, 2023. This fee schedule will be superseded by the 2024 fee schedule for work performed after December 31, 2023

ARDAMAN ASSOCIATES, INC.
2023 FEE SCHEDULE
ENGINEERING AND TESTING SERVICES

GENERAL FIELD EQUIPMENT		
Data Logger	Per Day	$483.00
Organic Vapor Analyzer (MiniRAE 2000)	Per Day	$141.00
Photo Ionization Detector (Photovac Tip)	Per Day	$210.00
Methane Detector	Per Day	$168.00
Explosimeter	Per Day	$106.00
Generator	Per Day	$173.00
Steam Cleaner	Per Day	$173.00
Surveying Equipment (Water Table Elevations)	Per Day	$89.00
Centrifugal Development Pump	Per Day	$78.00
Submersible Development Pump	Per Day	$193.00
Peristaltic Purging Pump	Per Day	$78.00
Magnetometer	Per Day	$78.00
Sensitivity Test Equipment	Per Day	$78.00
Product/Water Interface Probe	Per Day	$103.00
pH/Conductivity Meter	Per Day	$44.00
Turbidity Meter	Per Day	$89.00
Dissolved Oxygen Meter	Per Day	$143.00
Water Level Indicator	Per Day	$34.00
Bailer Usage (Stainless Steel or Teflon- Per Each)	Per Day	$36.00
Concrete Saw	Per Day	$170.00
Vibration Monitor	Per Day	$336.00
EXPENDABLE SUPPLIES		
High Capacity (1 or 0.45 micron) Filter	Each	$37.00
Disposable Teflon Bailer	Each	$34.00
Disposable Polyethylene Bailer	Each	$28.00
Disposable Free Product Bailer	Each	$36.00
Isopropyl Alcohol (decontamination)	Per Gallon	$29.00
Deionized Water (decontamination)	Per Five Gallons	$25.00
16 oz. Soil Jars (soil headspace analysis)	Per Box of 12	$26.00
Tygon Tubing	Per Foot	$4.30
Polyethylene Tubing	Per Foot	$1.10
55-gallon Drum	Each	$121.00
GEOPHYSICAL EQUIPMENT		
Geonics EM 34-3	Per Day	$360.00
AGI Sting R1-IP	Per Day	$336.00

SPECIAL DRILLING/SOUNDING

Prices for special drilling (barge drilling; air boat sampling; amphibious drilling; NQ wire line coring; large diameter borings; drilling in corrosive, contaminated or hazardous materials; drilling at great depths; installing large diameter temporary casing; etc.), field vane testing, and other specialized sampling or field tests will be determined per project. Work performed over water will be at 1.5 times the above unit prices.

INSTRUMENTATION

Prices for installation of monitor wells, inclinometers and settlement devices and prices for performing field permeability and packer tests will be determined per project.

These prices are in effect for work completed through December 31, 2023. This fee schedule will be superseded by the 2024 fee schedule for work performed after December 31, 2023

ARDAMAN ASSOCIATES, INC.
2023 FEE SCHEDULE
ENGINEERING AND TESTING SERVICES

OTHER RELATED DRILLING CHARGES		
Support Water Truck	Per Day	$218.00
Drumming Contaminated Soil/Drilling Fluids		
In 55 gallon drums (Disposal not included)	Per Drum	$177.00
Drum Disposal	Per Drum	Varies
Visqueen (100 feet by 20 feet)	Per Roll	$117.00
MONITORING WELL INSTALLATION		
Temporary 2-inch PVC Wellpoint (Piezometer)	Per Foot	$32.00
2-inch PVC	Per Foot	$47.00
4-inch PVC	Per Foot	$61.00

NOTE: Double cased deep monitoring well (above cost x 2)

VAULT/PAD INSTALLATION - MONITORING WELLS		
Well Size	Vault Size	
2"	8" circular w/pad	$386.00
4"	12" circular w/pad	$507.00
2" or 4"	above ground riser w/pad	$386.00
RECOVERY WELL INSTALLATION		
4-inch PVC	Per Foot	$125.00
6-inch PVC	Per Foot	$159.00
8-inch PVC	Per Foot	$226.00
VAULT/PAD INSTALLATION - RECOVERY WELLS		
Well Size	Vault Size	
4"	24" square w/pad	$896.00
6"	24" square w/pad	$1,025.00
8"	36" square w/pad	$1,356.00
DIRECT PUSH GROUNDWATER SAMPLING		
Direct Push Sampler (minimum 1 day)	Per Hour	$435.00
FIELD TESTING SERVICES		
Slug Injection/Withdrawal Permeability Test	Each	$448.00
Double Ring Infiltrometer Test (ASTM D-3385-75)	Each	$684.00

SPECIAL DRILLING/SOUNDING

diameter borings; drilling in corrosive, contaminated or hazardous materials; drilling at great depths; installing large diameter temporary casing; etc.), field vane testing, and other specialized sampling or field tests will be determined per project.

INSTRUMENTATION

Prices for installation of monitor wells, inclinometers and settlement devices and prices for performing field permeability and packer tests will be determined per project.

ARDAMAN ASSOCIATES, INC.
2023 FEE SCHEDULE
ENGINEERING AND TESTING SERVICES

CLASSIFICATION TESTS		
Moisture Content (ASTM D-2216)	Each	$25.00
Organic Content		
· Loss on Ignition (ASTM D-2974)	Each	$46.00
· Wet Combustion (AASHTO T-194)	Each	$135.00
Unit Weight/Classification (Undisturbed Sample)	Each	$74.00
Grain Size Distribution		
· Sieve Analysis (ASTM D-421, D-422)	Each	$65.00
· Percent Fines (ASTM D-1140)	Each	$46.00
· Hydrometer Analysis (ASTM D-422)	Each	$134.00
Atterberg Limits (ASTM D-4318)		
· Plasticity Index Less than 150%	Per Set	$131.00
· Plasticity Index Greater than 150%	Add'l Per Set	$85.00
Shrinkage Limit (ASTM D-4943)	Each	$100.00
Specific Gravity (ASTM D-854)	Each	$112.00
Marsh Funnel Viscosity	Each	$35.00
Los Angeles Abrasion	Each	$437.00
Soundness - Sodium	Sieve Size *	$117.00
Soundness - Magnesium	Sieve Size *	$117.00
(*plus material supply charges)		
COMPACTION TESTS		
Standard (ASTM D-698) or Modified Proctor (ASTM D-1557)	Per Test	$117.00
Maximum-Minimum Density (ASTM D-4253, D-4254)	Per Set	$134.00
Limerock Bearing Ratio	Per Test	$397.00
CONSOLIDATION TESTS		
Incremental Consolidation Test (ASTM D-2435)		
· Up to Ten Load-Unload Increments	Per Test	$694.00
· More than Ten Load-Unload Increments	Per Add'l Increment	$60.00
Constant Rate of Strain Consolidation Test (ASTM D-4186)	Each	$761.00
PERMEABILITY TESTS		
Permeability Test on Sand	Each	$181.00
Permeability Test on Fine Grained Soil		
· k >10-8cm/sec	Each	$347.00
· k <10-8cm/sec	Each	$509.00
Permeation with Fluids Other Than Water	Add'l Per Test	$218.00
STRENGTH TESTS		
Strength Index Tests (Torvane, Penetrometer, etc.)	Each	$10.70
Vane Shear Test	Each	$30.00
Unconfined Compression Test (ASTM D-2166)		
· Strength Only	Each	$64.00
· With Stress-Strain Curve	Each	$121.00
Triaxial Tests:		
· Unconsolidated-Undrained (ASTM D-2850)	Each	$276.00
· Unconsolidated-Undrained (with pore pressure response)	Each	$632.00
· Consolidated-Undrained (with pore pressure measurement)	Each	$632.00
· Consolidated-Drained on Sands	Each	$508.00
· Consolidated-Drained on Fine Grained Soils	Each	$658.00
· Use of Fluids Other Than Water	Add'l Per Test	$218.00
Direct Shear Tests (Coarse Grained Soils)		
· Conventional 2.3" Box Shear	Per Normal Load	$341.00
· With Stress Reversals	Per Normal Load	$508.00
· Geosynthetics	Per Normal Load	$353.00
· Conventional 12" Box Shear	Per Normal Load	$446.00
Angle of Repose	Each	$63.00
Split Tensile for Rock Cores	Each	$170.00

SAMPLE PREPARATION AND SPECIAL TESTS

per sample. Prices for Visual Classification, for Special Sample Preparation, for Special Laboratory Tests (Slurry Consolidation, Leaching Tests, Settling Tests, etc.), and for testing contaminated soils or hazardous materials will be determined per project based upon technician man-hours and other considerations. In addition, a daily charge of $19.00 per day will be assessed for special long-term laboratory tests (i.e., slurry consolidation, leaching tests, etc.).

CHEMICAL TESTS

These prices are in effect for work completed through December 31, 2023. This fee schedule will be superseded by the 2024 fee schedule for work performed after December 31, 2023

ARDAMAN ASSOCIATES, INC.
2023 FEE SCHEDULE
ENGINEERING AND TESTING SERVICES

pH (FM5-550)	Each	$16.00
Specific Conductance (FM3-D 1125)	Each	$16.00
Fluoride	Each	$29.00
Sulfate (FM5-553)	Each	$50.00
Chloride (FM5-552)	Each	$50.00
Soil pH (FM5-550)	Each	$50.00
Soil Specific Conductance	Each	$52.00
Soil Resistivity (ASTM G-57 or FM5-551)	Each	$58.00
Carbonate Content (ASTM D 4373)	Each	$137.00
Water Corrosivity Series (FM5-550,552,553, FM3-D 1125)	Each	$125.00
Soil Corrosivity Series (FM5-550, 551, 552, 553)	Each	$210.00

GEOSYNTHETICS

Geomembrane Thickness		
· ASTM D-1593	Per Sample	$39.00
· ASTM D-751, D-5199 or D-5994	Per Sample	$22.00
Geomembrane Density (ASTM D-792)	Per Sample	$41.00
Geomembrane Tensile Strength (ASTM D-638), Machine and Transverse Direction	Per Set	$102.00
Geomembrane Tear Resistance (ASTM D-1004), Machine and Transverse Direction	Per Set	$87.00
Weld Peel and Shear (ASTM D-413, D-882)		
· 5 Peel and 5 Shear Specimens	Per Set	$59.00
· 10 Peel & 5 Shear Specimens	Per Set	$87.00
· 75.00With Load-Deformation Curve	Per Set	$98.00
Geotextile Grab Tensile Strength (ASTM D-4632)	Per Set	$98.00
Geotextile Trapezoidal Tear (ASTM D-4533)	Per Set	$120.00
Geotextile Mass/Unit Area (ASTM D-3776 or D-5261)	Per Sample	$42.00
Geotextile Thickness (ASTM D-1777 or D-5199)	Per Sample	$26.00

SAMPLE PREPARATION AND SPECIAL TESTS

Preparation of Samples for Testing (e.g., crushing for carbonate content determination, filtering of clayey soil for chemical tests) will be charged at $34.00 per sample. Prices for other tests on geomembranes and geotextiles will be determined per project based upon technician man-hours and other considerations.

ARDAMAN ASSOCIATES, INC.
2023 FEE SCHEDULE
ENGINEERING AND TESTING SERVICES

CONCRETE SAMPLING AND TESTING		
Cylinder samples (up to 5 cylinders per set): molding curing, and strength testing (ASTM C-31 and C-39). Include one slump (ASTM C-143) and one temperature determination. Cylinders shall be left in a place provided by the Contractor, covered with plastic caps and attempts made to provide shade thereon. If temperature of the air is critical to first 24 hours (during field curing), equipment to maintain such controls shall be provided by others.	Per Set	$119.00
Additional cylinders	Per Cylinder	$24.00
Technician time due to construction delays portal to portal on the date cylinders are made, per hour	Per Hour	$68.00
Technician time	Per Hour	$68.00
Technician time transporting cylinders from site to office if no other work is required	Per Hour	$68.00
Curing and strength testing samples delivered to our laboratory (ASTM C-39)	Per Cylinder	$28.00
Continuous monitoring of concrete placement and/or extra slump and temperature tests, technician time	Per Hour	$68.00
Slump tests (ASTM C-143)	Per Test	$33.00
Air Entrainment (ASTM C-173)	Per Test	$41.00
Unit weight	Per Test	$50.00
Marsh Funnel Viscosity	Per Test	$40.00
Mix design	Each	$960.00
Verification of mix design	Each	$479.00
Fineness modules	Each	$60.00
Plant control	Per Hour	$80.00
Concrete blocks. Strength tests (determined by gross area)	Per Block	$74.00
Concrete blocks. Absorption and strength tests (net area)	Set of 3	$232.00
Block Prism Assembly	Set of 3	$300.00
Flexural Strength Beams (up to 3 beams) $30.00 each additional beam	Set of 3	$287.00
Test beams made by others	Each	$89.00
Grout Prisms 4/set (blocks supplied by others)	Per Set	$126.00
Mortar Cubes (up to 6/set)	Per Set	$126.00
FLOOR FLATNESS		
Equipment, Technician Time and Final Report	Per Trip	$994.00
Additional Technician Time	Per Hour	$81.00
SAMPLING AND TESTING OF IN-PLACE CONCRETE/SOIL CEMENT		
Coring and testing of cored samples:		
Technician time (two technicians may be required)	Per Hour	$68.00
Mobilization of coring equipment		
With power supplied	Per Trip	$100.00
Without power supplied	Per Trip	$132.00
Trimming, capping and strength test (ASTM C-42)	Per Core	$32.00
Depth measurement	Per Core	$32.00
Shotcrete panels made by others (panel cores & strength tests)	Each	$74.00

These prices are in effect for work completed through December 31, 2023. This fee schedule will be superseded by the 2024 fee schedule for work performed after December 31, 2023

ARDAMAN ASSOCIATES, INC.
2023 FEE SCHEDULE
ENGINEERING AND TESTING SERVICES

Concrete Cover/Reinforcing Steel Location:		
Equipment use	Per Trip	$166.00
Technician time	Per Hour	$81.00
Swiss Hammer		
Mobilization of equipment	Per Trip	$66.00
Technician time	Per Hour	$81.00
SITE PREPARATION PROCEDURES INSPECTION, SAMPLING AND TESTING SERVICES		
Monitoring of the removal of deleterious soils or materials		
Inspection of placement and compaction of fill material.		
Penetrometer tests. Sampling of natural or fill material		
Inspection of borrow areas.		
Engineering technician	Per Hour	$68.00
Senior engineering technician	Per Hour	$81.00
Density Tests:		
In-situ density tests, nuclear or drive sleeve method		
(minimum of four per trip) (local area only)	Per Test	$35.00
In-situ density tests, sand cone test		
(minimum of three per trip) (local area only)	Per Test	$56.00
Engineering technician time	Per Test	$68.00
Sampling of natural or fill material for		
laboratory testing; Engineering technician	Per Hour	$68.00
SOIL AND ROCK LABORATORY TESTING (sampling charge not included)		
Standard (ASTM D-698 or Modified (ASTM D-1557) Proctor	Each	$114.00
Moisture content (ASTM D-2216)	Each	$25.00
Limerock Bearing Ratio	Each	$397.00
Florida Bearing Value (FBV)	Each	$91.00
Soil cement design	Each	$521.00
Soil cement field pills (3/set or technician time $48.00/hour)	Each	$122.00
California Bearing Ratio (CBR)	Each	$413.00
ASPHALT: FIELD INSPECTION, SAMPLING AND LABORATORY TESTING		
Engineering technician time for field sampling	Per Hour	$68.00
Coring:		
Mobilization of coring equipment:		
With power supplied	Per Trip	$100.00
Without power supplied	Per Trip	$132.00
Certified engineering technician to inspect		
preparation of base course/surface installation or plant control	Per Hour	$81.00
Asphalt mix design	Per Design	$1,113.00
Marshall Stability and Flow Test (Includes pill densities)	Per Test	$132.00
Extraction and gradation tests (sampled hot)	Per Test	$125.00
Extraction and gradation tests (sampled from pavement)	Per Test	$138.00
Density tests	Per Test	$34.00
Depth measurements	Per Test	$27.00
Asphalt cores (minimum of three)	Each	$59.00

ARDAMAN ASSOCIATES, INC.
2023 FEE SCHEDULE
ENGINEERING AND TESTING SERVICES

STRUCTURAL STEEL:		
Field inspection for visual examination of welds, ultrasonic testing, dye penetrant, magnetic particle, etc. by Metals technician (Equipment charge determined by project)	Per Hour	$89.00
Bolt Torque	Per Hour	$81.00
ROOFING:		
Testing of 12 x 12 inch samples (includes technician time for obtaining samples, testing and report of findings)	Per Sample	$509.00
Inspection/Observations during construction	Per Hour	$81.00
SPRAYED ON FIREPROOFING:		
Depth measurements & sampling	Per Hour	$81.00
Adhesion Testing	Per Hour	$81.00
Unit Weight (Lab)	Per Sample	$78.00

OVERTIME AND HOLIDAY
Charges will be increased 25% for work performed during weekends and official holidays

SUB-CONTRACTING SERVICES
Cost Plus 15%

ENGINEERING CONSULTATION SERVICES		
Senior Project Engineer	Per Hour	$162.00
Project Engineer	Per Hour	$144.00
Assistant Project Engineer	Per Hour	$131.00
Senior Engineering Technician	Per Hour	$81.00
Engineering Technician	Per Hour	$68.00
Technical Draftsman	Per Hour	$74.00
Technical Secretary	Per Hour	$63.00

These prices are in effect for work completed through December 31, 2023. This fee schedule will be superseded by the 2024 fee schedule for work performed after December 31, 2023

KUGELMANN LAND SURVEYING, INC
30 N. Tropical Trail, Suite B
Merritt Island, FL 32953
PH (321) 459-0930 --FAX (321) 459-9413
klsinc@cfl.rr.com

2023 RATE SCHEDULE

DISCIPLINE	UNIT	RATE ($)
2-Man Field Crew OR SURVEYOR & GPS	HOURLY	134.00
Professional Land Surveyor (P.L.S.)	HOURLY	155.00
CAD Drafting	HOURLY	102.00
ENVIRONMENTAL		
MOB/DEMOB(PER SITE IN BREVARD COUNTY)	LUMP SUM	536.00
WELL/ SAMPLE POINT/ PIEZOMETER & MAP PREP AND/OR EXCEL FILE	EACH	45.00
STAFF GAUGE INSTALLATION	EACH	275.00
OTHER DIRECT TASKS		
BOAT & MOTOR USE	HOURLY	100.00

CONTINUING GENERAL CIVIL ENGINEERING SERVICES FOR THE CITY OF COCOA

RFQ # 23-01-COC

APPLIED ECOLOGY, INC.
Billable Rates

Position Category	Billable Rate
Senior Project Manager	$181.80
Principal Scientist	$153.83
Principal Engineer	$169.94
Principal Geologist	$147.11
Senior Scientist	$123.37
Senior Engineer	$142.75
Environmental Scientist III	$101.03
Environmental Scientist II	$79.57
Environmental Scientist I	$71.54
Staff Engineer	$115.62
Senior GIS Analyst/Programmer	$140.60
GIS Analyst	$94.17
GIS Technician	$59.33
Jr Environmental Technician	$57.67
Senior Administrative Assistant	$65.70

EXHIBIT B
RFQ Q-23-01-COC

EXHIBIT C
Engineer's Response to RFQ Q-23-01-COC

Legislation Details (With Text)

File #:	24-400	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/15/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Approve the multi-year contractual service agreement for three years effective 10/1/24 (FY25) to assign Dr. Larissa S. Dudley for the City's Emergency Medical Service system to undertake the duties and responsibilities of the Medical Director, pending the Adoption of the FY25 Budget. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Contractual Service Specialists Agreement.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 15, 2024
Agenda Date: July 23, 2024
Prepared By: Tiffany Bonadio
Through: Jonathan Lamm
Requested Action:
Approve the multi-year contractual service agreement for three years effective 10/1/24 (FY25) to assign Dr. Larissa S. Dudley for the City's Emergency Medical Service system to undertake the duties and responsibilities of the Medical Director, pending the Adoption of the FY25 Budget.

BACKGROUND:

The City of Cocoa Fire Rescue provides an Emergency Medical Service System which employs Paramedics to perform advanced life support (ALS) and Emergency Medical Technicians to perform basic life support (BLS). Florida Statues § 401.265 requires that each "basic life support technician service or advanced life support service must employ or contract with a medical director". The aforementioned Statue and Chapters 64J-1 and 64J-2 of the Florida Administrative Code set out certain criteria for said Medical Director, and City is required to employ or contract with a medical director who shall be a Licensed physician; a corporation, association, or partnership composed of physicians; or physicians employed by any hospital which delivers in-hospital emergency medical services and which employs or contracts with physicians specifically for that purpose. The City of Cocoa desires to contract with Provider and retain a licensed physician to serve as Medical Director in accordance with the requirements set forth in Florida Statutes § 401.265 and Florida Administrative Code Chapters 64J-1 AND 64J-2. The amount requested is a total of $74,169.37 for the three-year contract. Costs for FY 25 will be included in the adopted budget. Costs include a contract cost each year plus a proportionate share of insurances for the medical director. The breakdown is as follows: Year 1: $20,689.79, Year 2: $24,989.79, and Year 3: $28,489.79, amounting to a total of $74,169.37

as shown below.

Description	FY25 Estimated Actual	FY26 Estimated Actual	FY27 Estimated Actual	Total
Medical Director	19,200.00	23,500.00	27,000.00	69,700.00
Insurance	659.21	659.21	659.21	1,977.63
DEA	-	-	-	-
Protocol App	830.58	830.58	830.58	2,491.74
Total per Year	20,689.79	24,989.79	28,489.79	74,169.37

STRATEGIC PLAN CONNECTION:

Public Safety - Reducing and eliminating the City's exposure to hazard impacts though effective planning, targeted funding, and hazard mitigation helps to reduce the loss of life, human suffering, and property damage.

BUDGETARY IMPACT:

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

Amount Requested
FY25 $20,689.79
FY26 $24,989.79
FY27 $28,489.79
$74,169.37 3-Year Contract Total

Account Number 001-2201-522.31-05
Account Name Professional Service-EMS 1st Responder

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the multi-year contractual service agreement for three years effective 10/1/24 (FY25) to assign Dr. Larissa S. Dudley for the City's Emergency Medical Service system to undertake the duties and responsibilities of the Medical Director, pending the Adoption of the FY25 Budget.

Contractual Service Specialists Agreement

THIS AGREEMENT ("Agreement") is made and entered into this __1__ day of October 2024, by and between the City of Cocoa, a Florida municipal corporation whose address is 65 Stone Street, Cocoa, Florida 32922 (hereinafter "City") and EMS Medical Direction, LLC, a Florida Limited Liability Company with its principal place of business at 2727 N. Highway A1A, Unit 205, Indialantic, Florida 32903 (hereinafter "Provider" or "Medical Director").

WITNESSETH

WHEREAS, the City of Cocoa Fire Rescue provides an Emergency Medical Service system which employs Paramedics to perform advanced life support (ALS) and Emergency Medical Technicians to perform basic life support (BLS); and

WHEREAS, Florida Statutes § 401.265 requires that each "basic life support transportation service or advanced life support service must employ or contract with a medical director"; and

WHEREAS, the aforementioned Statute and Chapter 64J-1 and 64J-2 of the Florida Administrative Code set out certain criteria and requirements for said Medical Director, and

WHEREAS, City is required to employ or contract with a medical director who shall be a Licensed physician; a corporation, association, or partnership composed of physicians; or physicians employed by any hospital which delivers in-hospital emergency medical services and which employs or contracts with physicians specifically for that purpose; and

WHEREAS, the City of Cocoa desires to contract with Provider and retain a licensed physician to serve as Medical Director in accordance with the requirements set forth in Florida Statutes § 401.265 and Florida Administrative Code Chapters 64J-1 AND 64J-2; and

NOW THEREFORE, in consideration of the mutual understandings and Agreements set forth herein, City and Provider hereby agree as follows:

1. **Contract:**

The City does hereby engage Provider to assign a Medical Director, Dr. Larissa S. Dudley, for the City's Emergency Medical Service system to undertake the duties and responsibilities of the Medical Director as described herein, along with other obligations included within this Agreement. In accordance with Section 401.265(1), Florida Statutes, Provider designates Dr. Larissa S. Dudley as the physician to perform medical director duties pursuant to this Agreement.

2. **Term:**

The City shall retain the chosen provider and the provider shall agree to be retained in an independent contractor relationship under the terms contained herein for the initial Agreement term beginning October 1, 2024, and ending September 30, 2027, with the option to renew this Agreement for two (2) additional twelve (12) month terms unless terminated as established herein. Any extension shall be set forth in a written instrument executed by both parties.

In the event services are scheduled to end because of the expiration or termination of the Agreement, the Provider shall continue to provide services for an extension period, upon the request of the Fire Chief. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing Agreement. The same terms and conditions that are in effect at the end of the natural term of this Agreement shall remain in effect for the 90-day period.

3. **Renewal of Contract:**

The Contract shall be awarded for a period of three (3) years, with the option to renew the contract for up to two (2) additional twelve (12) month periods. The option for renewal will only be exercised upon written mutual Agreement. Any renewal contract shall include all other original terms and conditions under this Agreement.

Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the contract is in the best interest of the City. Any renewal will be subject to appropriation of funds by the City Council.

4. **Termination:**

This Agreement is subject to cancellation without cause by either party to this Agreement upon ninety (90) days written notice. Such notice shall be forwarded by registered mail to the last known address of the other party.

This Agreement is subject to immediate cancellation for cause. The City may immediately be entitled to terminate this Agreement for cause in the event:

a. The Medical Director fails or refuses to prosecute the Work or any severable part, with the diligence that will ensure its completion within the time specified by the city.

b. The Medical Director violates laws, ordinances, rules, regulations of any governmental authority having jurisdiction.

c. The Medical Director materially breaches any of the provisions of this Contract.

5. **Contract Fee:**

The Provider shall be paid the amount of nineteen thousand two hundred dollars ($19,200) for the first fiscal year. Payments shall be made by the City as a one-time payment with this amount being all inclusive. The City shall remit payment within forty-five (45) days upon receipt of a proper Invoice from the Medical Director. The contract fee shall be twenty-three thousand five hundred dollars ($23,500) for the year commencing on October 1, 2025 ending September 30, 2026, and twenty seven thousand dollars ($27,000) for the year commencing on October 1, 2026 ending September 30, 2027.

6. **Independent Contractor Relationship:**

The provider is an independent contractor who will be responsible for payment of Federal

Withholding Tax and Social Security Contributions, if applicable. Furthermore, the Medical Director shall not be entitled to any fringe benefits normally provided to City employees, such as Workers' Compensation Insurance Coverage, Unemployment Compensation, Retirement, Disability Leave, and any leave with pay. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting Medical Director (including its employees and agents) as the agent, representative, or employee of City for any purpose or in any matter whatsoever. Medical Director is, and shall remain, an independent contractor with respect to all services performed under this Agreement. Medical Director understands that this position confers no law enforcement authority.

7. <u>Insurance:</u>

a. At all times during the terms of this Agreement, MEDICAL DIRECTOR shall provide and maintain in force general liability insurance and professional liability insurance. The CITY will reimburse the MEDICAL DIRECTOR for the actual cost for purchasing general liability and professional liability insurance required pursuant to this Contract, provided the amount of the reimbursement shall not exceed $6000 per year and provided that if the CONTRACTOR provides medical director services to other public entities, the amount of the reimbursement shall be further limited to reflect cost-sharing between all CONTRACTOR's public entity clients.

b. Such policy or policies shall be issued by a company or companies authorized to do business in the State of Florida. The professional liability insurance policy required to be carried pursuant to this Section shall provide coverage for any and all claims based on the actions of the MEDICAL DIRECTOR in performing his/her services under this Agreement in the following amounts.

(i) Professional liability insurance: No less than $1,000,000 per claim and $3,000,000 aggregate coverage, which will include emergency medical services.

(ii) General Liability Insurance : The MEDICAL DIRECTOR shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence and $2,000,000 general aggregate to protect the MEDICAL DIRECTOR from claims which may arise from any Work performed under this Agreement whether such Work are performed by the MEDICAL DIRECTOR or by anyone directly employed by or contracting with the MEDICAL DIRECTOR.

c. Prior to the commitment of work hereunder, MEDICAL DIRECTOR shall furnish the CITY a certificate or written statement of the above-required insurance. The policy or policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of CITY in such insurance shall not be effective until thirty (30) days after written notice thereof to CITY. CITY reserves the right to require a copy of such policy or policies upon request.

d. The maintenance of the insurance coverage set forth herein shall not be construed to limit, nor have the effect of limiting, the MEDICAL DIRECTOR'S liability under the provisions of

the Indemnification Section.

Nothing contained herein is intended nor shall be construed to waive the City of Cocoa sovereign immunity rights as provided for by Florida Statutes.

Nothing in this Agreement should be construed as expanding the liability of the Medical Director beyond that provided for in the laws of the State of Florida and such valid regulations as may be promulgated thereunder.

8. Duties and Responsibilities of the City:

a. The City shall meet or exceed all applicable standards and requirements of the State of Florida for Licensure as an Advanced Life Support (ALS) EMS provider and shall become and remain licensed where applicable by the County and State. The City shall further ensure that its employees, where applicable, include without limitation paramedics and emergency medical technicians, become and remain certified and licensed as appropriate under the laws of the State of Florida.

b. The City shall ensure that paramedics, emergency medical technicians, and other employees attend such educational programs and activities as shall be deemed necessary by the City and the Medical Director.

c. The City shall make every effort to comply with all directives and procedures of the Medical Director relating to the quality and quantity of care rendered by the emergency medical system and shall ensure that City employees also comply with such directives and procedures.

9. Duties and Responsibilities of the Medical Director:

The Medical Director Shall:

a. Comply with all laws and regulations and maintain all licenses required to provide Medical Director services. In providing all services pursuant to this Agreement, the Medical Director shall maintain all professional licenses and certifications, shall abide by all federal laws, state statutes, county ordinances, city ordinances, applicable rules and regulations pertaining to or regulating the provision of such services including those now in effect and those hereafter adopted during the term of this Agreement. Any violations of said laws, statutes, ordinances, rules or regulations or loss of professional license or certification by the Medical Director shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Medical Director as provided herein.

b. Perform all services required pursuant to Florida Statutes Chapter 401 and Chapter 64J, Florida Administrative Code; duties and regulations promulgated by the Florida Department of Health and Rehabilitative Services; and all rules and regulations of any governmental agencies implementing said Chapter or other established duties required to be performed by said Medical Director.

c. At all times, meet the applicable requirements and obligations of Florida State Statutes

Chapters 395, 401, 499, 893, and Florida Administrative Code Chapters 64J-1 and 64J-2.

d. Always retain a current and valid Florida M.D. or D.O. license during the term of the Agreement.

e. Be board certified and active in a broad-based clinical medical specialty with demonstrated experience in pre-hospital care and hold an ACLS certificate or equivalent as determined in Chapter 64J-1.022, F.A.C.

f. Obtain and possess proof of current registration as a Medical Director, either individually or through a hospital, with the U.S. Department of Justice, DEA, to provide controlled substances to Cocoa Fire Rescue. Proof of such registration shall be maintained on file with Cocoa Fire Rescue and available as needed.

g. Assume direct responsibility for the medical performance of all Paramedic and EMT certificate holders operating for the Cocoa Fire Rescue. The Medical Director shall provide notice to the Florida Board of Medicine in accordance with the requirement of Section 458.348 (1), Florida Statutes, as may be amended from time to time. Notice shall be filed within 30 days of entering the relationship, orders, or protocol. Notice also shall be provided within 30 days after the physician has terminated any such relationship, order, or protocol.

h. Develop and authorize, or review and authorize for use, medically correct standing orders and/or protocols which permit specified ALS and BLS procedures. Standing orders and protocols shall ensure that patients are transported to facilities that offer a type and level of care appropriate to the patient's medical condition. The provider shall provide continuous 24 hour per day availability of medical director 'offline' service for potential problems, system conflicts, and disaster events.

i. Develop and authorize, or review and authorize for use, medically correct Trauma Transport Protocols which permit specified ALS and BLS procedures and ensure that patients are transported to facilities that offer a type and level of care appropriate to the patient's medical condition.

j. Develop and authorize, or review and authorize medically correct health promotion and wellness activities and blood pressure screenings that may be performed by the City paramedics in accordance with 401.272, F.S.

k. Develop and authorize, or review and authorize, a written Agreement between the medical director and the county health department that establish the medically correct protocols, policies, and procedures under which City paramedics may administer immunizations in a nonemergency environment, within the scope of their training. The Medical Director shall document on Department of Health Form 1256 that City paramedics who administer immunizations have received sufficient training to administer immunizations.

l. Supervise, set standards, and establish procedures for the medical performance of the emergency medical technicians and paramedics functioning for the City Fire Rescue, as specified in applicable laws of the State of Florida and such valid regulations as are

promulgated thereunder.

m. Assess the medical performance of Paramedic and EMT Certificate holders by use of a quality assurance program to include, but not be limited to, a prompt review of run reports, direct observation, and comparison of performance standards for drugs, equipment, and established protocols and procedures. The Medical Director shall be responsible for participating in quality assurance programs developed by the Department.

n. Create, authorize, and ensure adherence to detailed written operating procedures regarding all aspects of the handling of medications, fluids, and controlled substances. Ensure and certify that security procedures for medications, fluids, and controlled substances are following Chapter 499 F.F., Chapter 893 F.S., and Section 64J-1, F.A.C.

o. Review and approve City paramedics and emergency medical technicians' refresher/renewal course.

p. Ensure that all paramedics and emergency medical technicians are trained in the use of trauma scorecard methodology as provided in Section 64J-1, F.A.C.

q. Participate in direct contact time with City paramedics and emergency medical technicians through direct field observation ride time and/or delivery of with continuing medical education related to pre-hospital care or teaching or a combination of both for a minimum of 12 hours per year. This participation shall occur at a minimum of at least three (3) hours every calendar quarter.

10. <u>Authority:</u>

a. The operation and administrative control of the City's emergency medical services will be vested in the City Manager or their designee and the Medical Director shall be responsible to the City Manager or his designee.

b. The Medical Director shall retain the supervisory authority necessary to require that the medical performance of the paramedic or emergency medical technicians of the City is of quality and type for which the individual Medical Director is willing to take direct responsibility. Consistent with that supervisory authority, the Medical Director may advise, consult, and train, counsel and oversee services. The oversight of services includes, but is not limited to, appropriate quality assurance programs.

c. The Medical Director shall retain the ultimate authority to condition, limit, modify, suspend, and/or prohibit any paramedic or emergency medical technician's medical performance while operating for the City consistent with the Medical Director direct responsibility for the medical performance of all paramedic and emergency medical technicians operating for the City. Such conditioning, limitation, modification, or suspension of a paramedic or emergency medical technician's medical performance while operating for the city can include requirement of completion of Medical Director identified training as a precondition for some or all parts of the paramedic or emergency medical technician's medical performance while operating for the city. The Medical Director shall immediately notify the City Manager or their designee of the change of eligibility of any paramedics or emergency medical technician to perform emergency

medical care.

d. All persons employed by the City who are subject to the medical supervision of the Medical Director, to include without limitation emergency medical technicians and paramedics, shall not be considered or construed to be the employees of the Medical Director, but rather are and shall be considered and construed to be solely the employees of the City. The City shall pay all wages, workers compensation, unemployment, and social security taxes applicable thereto.

e. The Medical Director is not authorized to obligate the expenditure of City funds.

11. Confidentiality:

The Medical Director shall carry out the obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261 et seq., as amended ("HIPPA") to protect the privacy of any personally identifiable protected health information that is collected, processed, or learned as a result of the services provided to Cocoa Fire Department.

12. Interpretation and Binding Effect:

Except as herein otherwise provided, this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their personal representative, successors, heirs, and assigns.

13. Invalidity or Unenforceability:

Invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provisions.

14. Governing Law/Venue/Jury Trial Waiver/Attorney's Fees:

This Agreement shall be governed and construed in accordance with the laws of the State of Florida and heard in the appropriate courts of Brevard County, Florida, for State court actions or Orlando, Florida, for Federal court actions. In the event of litigation, the parties agree to waive any right to trial by jury. Further, the parties will bear all their own fees, including attorney's fees.

15. Entire Agreement:

This Agreement contains the entire understanding between the parties and may not be changed or modified except by an Agreement in writing signed by all parties.

16. HIPAA Compliance:

Pursuant to the Health Insurance Portability and Accountability Act of 1996, Subtitle F

Administrative Simplification, Sections 261, et seq., as amended the Medical Director agrees to:

- Not sue or further disclose protected health information ("PHI") except as permitted under this Agreement or required by law.
- Use appropriate safeguards to prevent use or disclosure of PHI except as permitted by this Agreement.
- To mitigate, to the extent practicable, any harmful effect that is known to the Medical Director or a use or an impermissible disclosure of PHI by the Medical Director in violation of this Agreement.
- Report to the Cocoa Fire Rescue any use or disclosure of PHI not provided for by this Agreement of which the Medical Director becomes aware.
- Ensure that any agents or subcontractors to whom the Medical Director provides PHI or who have access to PHI, agree to the same restrictions and conditions that apply to the Medical Director with respect to such PHI.
- Make PHI available to the Cocoa Fire Rescue and to the individual who has a right to access as required under HIPPAA.
- Incorporate any amendments to PHI when notified to do so by the Cocoa Fire Rescue.
- Provide an accounting of all uses or disclosures of PHI made by the Medical Director as required under the HIPPAA privacy rule.
- Make internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining the Medical Director's and the Cocoa Fire Rescue's compliance with HIPAA.
- At the termination of this Agreement, return or destroy all PHI received from, or created, or received by the Medical Director on behalf of the Cocoa Fire Rescue.
- Comply with all other requirements contained therein, not otherwise specified in this appendix.

17. <u>Other Reimbursements:</u>

Professional liability insurance costs: The City will reimburse the Provider for the actual cost to the Provider for purchases of professional liability insurance for Medical Director services under this Agreement, provided the amount of the reimbursement shall not exceed ($6000) per year. The actual amount will be cost shared amongst the Provider's EMS contracts based on call volume.

DEA License Cost: The City will reimburse the Provider for costs incurred in order to obtain a DEA license (from the US Department of Justice) as the Medical Director of the City of Cocoa Fire Department, provided the amount of reimbursement shall not exceed one thousand dollars ($1000) over a three (3) year period shall the need arise to do so and confirmation of charge be provided by the Medical Director to the City of Cocoa.

Online Protocol Application Cost: The City will purchase the online protocol application under this Agreement. The actual amount will be cost shared amongst the Provider's EMS contracts, not to exceed one thousand five hundred dollars ($1500) per year.

18. <u>Indemnification.</u>

a. MEDICAL DIRECTOR shall defend, indemnify and save harmless CITY, its officers, agents, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature proximately arising out of error, omission, or any tortious act, whether intentional or negligent, of MEDICAL DIRECTOR or its agents, subcontractors, or employees or any like person or entity in the performance of services under this Agreement. For purposes of this indemnification only, MEDICAL DIRECTOR shall indemnify the City for claims made by the employees of MEDICAL DIRECTOR, and MEDICAL DIRECTOR hereby waives its entitlement, if any, to immunity under SECTION 440.011, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

b. MEDICAL DIRECTOR shall require all subcontractors to enter into an Agreement containing the provisions set forth in the preceding subsection in which agreement the subcontractors fully indemnify CITY in accordance with this Agreement.

19. Assignment.

No party shall assign this Agreement without prior written approval of City, subject to such conditions and provisions as City may deem necessary.

20. Notice.

Whenever any party desires to give notice to the other, notice may be sent to:

For CITY:

For MEDICAL DIRECTOR:

EMS Medical Direction, LLC

Dr. Larissa S. Dudley, MD

2727 N. Highway A1A, Unit 205

Indialantic, FL 32903

(321) 759-2868

LarissaSDudley@gmail.com

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery, or if notice is given by first class U.S. mail, postage prepaid, then notice shall be deemed to have been given three business days following deposit in the U.S. Mail addressed in the manner set forth above. Any party hereto by giving notice in the manner set forth may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

21. Public Records.

Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, MEDICAL DIRECTOR 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 MEDICAL DIRECTOR 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 MEDICAL DIRECTOR. 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 MEDICAL DIRECTOR 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 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 CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8488, cityclerk@cocoafl.org, 65 STONE STREET, COCOA, FLORIDA 32922.

MEDICAL DIRECTOR is required to and agrees to comply with public records laws. MEDICAL DIRECTOR shall keep and maintain all public records required by the CITY to perform the services as agreed to herein. MEDICAL DIRECTOR 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. MEDICAL DIRECTOR 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, MEDICAL DIRECTOR shall transfer to the CITY, at no cost, all public records in possession of the MEDICAL DIRECTOR, provided the transfer is requested in writing by the City Clerk. Upon such transfer, MEDICAL DIRECTOR 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 MEDICAL DIRECTOR 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 MEDICAL DIRECTOR of the request and the MEDICAL DIRECTOR shall then provide such records to the CITY or allow the records to be inspected or copied within a reasonable time. If the MEDICAL DIRECTOR does not comply with a public records request, the CITY may enforce this Section to the extent permitted by law. MEDICAL DIRECTOR acknowledges that if the MEDICAL DIRECTOR does not provide the public records to the CITY within a reasonable time, the MEDICAL DIRECTOR may be subject to penalties under Section 119.10, Florida Statutes. The MEDICAL DIRECTOR acknowledges that if a civil action is filed against the MEDICAL DIRECTOR to compel production of public records relating to this Agreement, the court may assess and award against MEDICAL DIRECTOR 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 MEDICAL DIRECTOR, be open and freely exhibited to the CITY for the purpose of examination, audit, or otherwise. Failure by MEDICAL DIRECTOR 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 MEDICAL DIRECTOR 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 MEDICAL DIRECTOR's failure to comply with this Section, the CITY shall collect from MEDICAL DIRECTOR prevailing party attorney's fees and costs, and any damages incurred by the CITY, for enforcing this Section against MEDICAL DIRECTOR. 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 MEDICAL DIRECTOR's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

22. Sovereign Immunity:

The City intends to avail itself of the benefits of Section 769.28, 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, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Service Provider 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 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.

23. E-Verify:

a. In accordance with Chapter 448.095, Florida Statutes, the MEDICAL DIRECTOR shall register and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the MEDICAL DIRECTOR during the term of this Contract.

b. The MEDICAL DIRECTOR shall expressly require any subcontractors performing work providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

c. The MEDICAL DIRECTOR agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the City consistent with the

terms of the MEDICAL DIRECTOR's enrollment in the program. This includes maintaining a copy of proof of the MEDICAL DIRECTOR's and subcontractors' enrollment in the E-Verify program.

d. The MEDICAL DIRECTOR must meet this requirement unless:

(i) This Agreement is solely for goods-based procurement where no services are provided; or

(ii) Where the requirement is waived by the City Commission; or

(iii) The Agreement is being executed with a Sole Proprietor who does not hire employees and therefore is not required to file a Department of Homeland Security Form I-9 (which is the document used for E-Verify); or

(iv) The Agreement is being executed with a company based outside of the United States of America and does not employ any citizens of the United States of America.

e. A MEDICAL DIRECTOR who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the MEDICAL DIRECTOR hires or employs a person who is not eligible for employment.

f. Nothing in this section may be construed to allow intentional discrimination of any class of persons protected by law.

24. Entities of Foreign Concern.MEDICAL DIRECTOR certifies, affirms, and herein represents that, if the Services involve access to an individual's personal identifying information, the MEDICAL DIRECTOR is not: (a) owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the MEDICAL DIRECTOR's business; and (c) the MEDICAL DIRECTOR is not organized under the laws of or have its principal place of business in a foreign country of concern. The terms "foreign country of concern" and "controlling interest" shall mean as defined by Section 287.138, Florida Statutes, as may be amended from time to time.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

EMS MEDICAL DIRECTION, LLC

Printed Name: Larissa Dudley, MD

Title: President, Medical Director

Date: 7/8/24

CITY OF COCOA

Stockton Whitten, City Manager

Date: _____

ATTEST:

_____

Monica Arsenault, City Clerk

Legislation Details (With Text)

File #:	24-387	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/3/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Approve the first reading of Ordinance 10-2024 providing for the Cocoa Ad Valorem Tax Abatement Program Extension to appear on the referendum ballot extending the program for an additional ten (10) years. (Director of Comm. & Economic Development)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-2024 Ad Valorem Tax Exemption.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 3, 2024
Agenda Date: July 23, 2024
Prepared By: Samantha Senger, Director of Communication and Economic Development
Through: Stockton Whitten, City Manager
Requested Action:
Approve the first reading of Ordinance 10-2024 providing for the Cocoa Ad Valorem Tax Abatement Program Extension to appear on the referendum ballot extending the program for an additional ten (10) years.

BACKGROUND:

Consistent with Section 196.1995, Florida Statutes, on November 8, 1995, Cocoa voters authorized an Economic Development Ad Valorem Tax Abatement Program. An Economic Development Ad Valorem Tax Abatement Program is designed to allow communities to offer tax incentives, in the form of abatements, to induce relocating companies, of certain qualified industries, to locate within the City of Cocoa. Following the authorization by Cocoa voters, City Council approved Resolution No. 96-24, providing a general procedure for granting Economic Development Ad Valorem Tax Abatements. On November 8, 2005, Cocoa voters subsequently authorized City Council to extend the program for another ten (10) years. Then in November 2014, Cocoa Voters once again authorized City Council to extend the program for another ten (10) years.

STRATEGIC PLAN CONNECTION:

Economic and Community Development - Maintain and attract new industry, jobs and investment through targeted marketing efforts, data collection and maintenance.

BUDGETARY IMPACT:

There is no direct budgetary impact at this time. Each request for the program would need to make application, qualify, and be brought back before City Council for approval.

PREVIOUS ACTION:

Referendum ballot was held on November 8, 1995, whereby the citizens of Cocoa by majority vote authorized the City Council of the City of Cocoa to consider granting economic development ad valorem tax abatements to new businesses and expansions of existing businesses.

A duly authorized referendum ballot was held on November 8, 2005, whereby such authority was renewed for an additional ten (10) year period pursuant to the majority vote of the citizens of Cocoa.

To date, the City Council has authorized nine ad valorem tax abatements to the following businesses:

1. RMD Americas, LLC Ordinance No. 24-2005 dated 9/13/2005 authorizing three (3) years exemption at 60% per year.

2. Guardian Ignition Interlock Mfg. Ordinance No. 25-2006 dated 6/27/2006 authorizing two (2) years exemption at 50% per year.

3. Premium Marine, Inc. Ordinance No. 31-2006 dated 9/26/2006 authorizing three (3) years exemption at 60% per year. (Company decided not to use the exemption.)

4. Guardian Ignition Interlock Mfg. Phase II Ordinance No. 20-2008 dated 8/28/2008 authorizing two (2) years at 50% per year.

5. GENO, LLC Phase I and Phase II Ordinance No. 01-2009 dated 01/27/2009 authorizing three (3) years at 60% for each phase.

6. Florida Research Instruments, Inc. Ordinance No. 03-2011 dated 02/22/2011 authorizing eight (8) years at 80% per year. (Because the company was unable to maintain eligibility, it no longer qualified for exemptions under the program guidelines, and therefore never received one exemption.)

7. Paragon Plastics, Inc. (PROJECT BOAT) Ordinance No. 17-2011 date 11/8/2011 authorizing six (6) years at 60% per year.

8. Diamondback CNC, LLC Ordinance No. 08-2012 dated 06/12/2012 authorizing eight (8) years at 80% per year.

9. Walmart, Ordinance No. 12-2016 on May 24, 2016 authorizing five (5) years at 40% per year.

RECOMMENDED MOTION:

Approve the first reading of Ordinance 10-2024 providing for the Cocoa Ad Valorem Tax Abatement Program Extension to appear on the referendum ballot extending the program for an additional ten

(10) years.

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ORDINANCE NO. 10-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; PROVIDING FOR A REFERENDUM ELECTION AND BALLOT LANGUAGE FOR THE NOVEMBER 5, 2024 ELECTION OR AN ELECTION SCHEDULED THEREAFTER PROVIDING FOR AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION PURSUANT TO SECTION 196.1995, FLORIDA STATUTES; PROVIDING FOR COORDINATION WITH THE SUPERVISOR OF ELECTIONS; PROVIDING FOR 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, the City Council currently has the authority to grant economic development ad valorem tax exemptions to new businesses and expanding existing businesses within the City of Cocoa pursuant to a referendum approved by City electors under section 196.1995, Florida Statutes, on November 4, 2014; and

WHEREAS, said authority expires ten (10) years after the date such authority was approved and the City Council desires that said authority shall remain in effect for a subsequent ten-year term; and

WHEREAS, the City Council desires to continue to promote and enhance the economic climate within the City of Cocoa by making it financially attractive and by creating additional local jobs through ad valorem tax incentives for new businesses to locate in the City and for existing businesses in the City to expand; and

WHEREAS, the City Council has determined that it would continue to improve the economic climate of the City and promote the public interest, health, safety, and welfare of the citizens of the City of Cocoa to propose to the electorate that the City Council be authorized to grant property tax exemptions to new businesses and expansions of existing businesses that are expected to create new, full-time jobs within the City of Cocoa, pursuant to Section 3, Article VII of the State Constitution and section 196.1995, Florida Statutes; 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 and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Referendum Election.** A referendum election is hereby called and scheduled to be held concurrent with the election to be held on the 5th day of November, 2024, to determine whether the ballot question appearing in Section 3 hereof shall be approved by a majority of the votes cast in such election in which qualified electors residing in the City shall participate. Such referendum election shall be held and conducted in the manner prescribed by law for all elections. The places for voting in such referendum election shall be such locations as shall otherwise be established for the election to be held on November 5, 2024. All duly qualified electors of the City of Cocoa shall be entitled to participate in said election. Should it become impractical to hold the election on November 5, 2024, the election shall take place on a date that the City Clerk, in coordination with the Supervisor of Elections, determines is feasible and practical.

Section 3. **Economic Development Ad Valorem Tax Exemption.**

(a) ***Purpose of question.*** It is proposed that the City of Cocoa, Florida, be authorized to grant economic development ad valorem tax exemptions, pursuant to section 196.1995, Florida Statutes, which provides that a municipality may call a referendum within its jurisdiction to determine whether the electorate in that jurisdiction will authorize that municipality to grant such exemptions under Section 3, Article VII of the State Constitution. Upon a majority vote in favor of such authority, the City may exempt, at its discretion and by ordinance, from ad valorem taxation up to one hundred percent (100%) of the assessed value of all improvements to real property made by or for the use of a new business and of all tangible personal property of such new business, or up to one hundred percent (100%) of the assessed value of all added improvements to real property made to facilitate the expansion of an existing business and of the net increase in all tangible personal property acquired to facilitate such expansion of an existing business, provided that the improvements to real property are made or the tangible personal property is added or increased on or after the day the ordinance is adopted.

(b) ***Ballot question.*** Concurrent with the election scheduled for November 5, 2024, the following question shall be placed on the ballot. The caption and questions shall be worded substantially as follows:

RENEWAL OF
ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION

Shall the City Council of the City of Cocoa continue to be authorized to grant, pursuant to s. 3, Art. VII of the State Constitution, property tax exemptions to new businesses and expansions of existing businesses that are expected to create new, full-time jobs in the City of Cocoa?

____ YES--For authority to grant exemptions.

____ NO--Against authority to grant exemptions.

Section 4. **Term.** Provided that the ballot proposal in Section 3 is approved by a majority of the registered electors of the City of Cocoa, Florida, the authority to grant property tax exemptions under this Ordinance shall commence on November 5, 2024, upon expiration of Ordinance 17-2014, and shall remain in effect for a subsequent ten-year term which shall expire on November 5, 2034.

Section 5. **Coordination With Supervisor of Elections.** The City Clerk is hereby authorized and directed to instruct and coordinate with the Supervisor of Elections of Brevard County to include the above-described referendum question on the ballot concurrent with the election to be held on November 5, 2024.

Section 6. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida, however, the ballot proposal in Section 3 shall only become effective if a majority of the registered electors of the City of Cocoa, Florida, who vote in the election to be held on November 5, 2024, approve the ballot question set forth in Section 3 of this Ordinance.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ____ day of _____, 2024.

_____

MICHAEL C. BLAKE, Mayor

ATTEST:

_____

MONICA ARSENAULT, City Clerk

Legislation Details (With Text)

File #:	24-409	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/19/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Second Reading of a Land Development Code Text Amendment to Appendix A, Article XI, Section 19 of the Code of Ordinances of the City of Cocoa to add truck parking facilities to the list of permitted uses in the M-2 zoning district and to provide a definition of truck parking facilities. (Planning Consultant)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 07-2024 - Zoning Text Amend M-2 Truck Parking Facilities - Second Reading PZ-24-02000002 Application Coraluzzo Text Amendment.pdf (draft) Legal Ad-proof.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 19, 2024
Agenda Date: July 23, 2024
Prepared By: Patrick Murray - Planning Consultant
Through: Stockton Whitten - City Manager
Requested Action:
Second Reading of a Land Development Code Text Amendment to Appendix A, Article XI, Section 19 of the Code of Ordinances of the City of Cocoa to add truck parking facilities to the list of permitted uses in the M-2 zoning district and to provide a definition of truck parking facilities.

BACKGROUND:

The applicant, CSCQ-COCOA, LLC, is requesting a text amendment to Land Development Code Appendix A, Article XI, Section 19 of the Code of Ordinances of the City of Cocoa to add truck parking facilities to the list of permitted uses in the M-2 zoning category. The proposed change includes principal and accessory use facilities for repair, maintenance, washing, and fueling of commercial trucks. Additional site-specific design standards for landscaping, location of maintenance and truck washing bays, standards for maintenances, and maximum refueling bays, are included in the proposed language.

Background:

The applicant held a pre-application meeting with the City to determine if their proposed use would be allowed on a specific property in the M-2 District. Generally, the applicant's use is empty truck

trailer parking along with ancillary maintenance, fueling, and the like, for petroleum distribution throughout the State. Based on the description of the business, it was determined by City staff that an update to the City's Code was required in order for the business to operate in the M-2 zoning district as proposed. Under the current M-2 zoning category of the City of Cocoa's Land Development Code, specific uses such as Truck Parking Facilities and related facilities are not codified, though "storage facilities" for automobiles, mobile homes, commercial vehicles, and general, refrigerated, and recreational vehicles is a permitted use. Automotive repair conducted within an enclosed structure is currently a special exception, and repair bays are not permitted to face the right -of-way.

Request:

The applicant has requested an amendment to the Land Development Code to include "Truck Parking Facilities" as a principal use and structure in the M-2 district. Additionally, a request to define Truck Parking Facilities in the land development code is requested.

The specific definition in the request is to add:

> *"Truck Parking Facilities. A truck parking facility is a facility on a piece of property which is to be used for long term (i.e over five hours) and overnight parking of in particular tractors, trailers, and cars. Exceptions to this are situations where a vehicle is in the process of undergoing maintenance or repair. For the purpose of this definition, a truck includes tractor trailers (either cab or trailer or cab and trailer), or any licensed vehicle (motorized or not) that is designed for transporting freight, goods or materials. Repair, maintenance, wash and fueling facilities for fleet tractors and trailers belonging to the owner or tenant of the property shall be considered as accessory to the Truck Parking Facilities".*

Staff has considered this language and is recommending that it read as follows:

> *TRUCK PARKING FACILITIES. A truck parking facility is a facility to be used for long term (i.e., over five hours) and overnight parking and storage of, in particular, straight trucks, truck tractors, truck trailers, semitrailers, truck tractor-semitrailer and trailer combinations, and truck drivers' personal vehicles. Such facilities may include office spaces, private maintenance and washing facilities, and refueling bays limited to two (2) total pumps that are for private use only and not open to the general public. On-site, light and minor maintenance and cleaning of trucks and trailers shall be permitted, including oil and engine fluid changes, but the following shall be strictly prohibited: major restoration, part salvage, major part replacement, engine repair, transmission repair, body repair, and other heavy and major repairs.*

This provides more specificity to the use, which will assist in implementation of the Code.

I. Staff Analysis

Pursuant to Appendix A, Zoning, Article XXI, Amendment, Section 1(G)(2), the planning board shall consider and study:

a. The need and justification for the change.

The proposed request establishes specific text for repair, maintenance, washing, and fueling

facilities as accessory uses and structures in the M-2 district associated with truck parking and storage. An amendment to the code is justified and would facilitate such uses without the need for seeking a special exception for repair and fueling uses.

Staff Finding: Amending the land development code to include specific language promotes industrial uses in designated areas. Further, design standards for landscaping and building placement provides consistent uniformity and provide a sense of aesthetics in a zoning category that may consist of heavy industrial uses.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

The proposed amendment is consistent with the City's comprehensive plan and the properties underlying future land use category. Due to the geographic location and proximity to arterial transportation corridors, the proposed change is appropriate to the M-2 category. Additionally, surrounding properties with M-2 categorization include uses with repair, washing, and fueling.

Staff Finding: Since the zoning district will not change, there will be no conflict with the comprehensive plan. As noted in the City's Comprehensive Plan, the Industrial future land use category is intended for activities associated with industrial development and specifically named "truck terminals" as an included use example.

Implementing design standards for the M-2 zoning district is consistent with the Comprehensive Plan Policy 1.1.2.10 (D). The newly added design standards will assist with minimizing the negative impacts on lower intensity land uses and provide standards for landscaping.

Further, Comprehensive Plan Policy 1.1.5.1 echoes the policy noted above and further drives the requirement of intense development such as industrial uses to be designed to minimize the impacts on lower intensity land uses.

Conservation Element Policy 12.1.4.4 provides protection of groundwater in industrial parks. By further specifying the uses types in the M-2 district, truck parking facilities may be required to provide containment and clean-up plans, specific drainage designs, and provide interim storage facilities for hazardous material generated on-site.

Following review of the proposed application and supporting material, staff recommends the proposed text to add Truck Parking Facilities to the City's Land Development Code Appendix A, Article XI, Section 19 (A) (12) and subject to the following conditions:

a. A minimum of a ten-foot landscape buffer shall be provided along all road rights-of-way and shall consist of trees and high profile shrubs, together with suitable ground cover to include native grasses and mulching. Landscaping shall be designed, placed, and maintained in such a manner so as not to impair vehicle visibility at corner intersections or ingress and egress drives. The landscaping requirements shall conform to Article XIII, Section 22, Landscaping Requirements, and Section 5, Visual Screens (fences,

walls, hedges) of the Zoning Ordinance of the City.

b. Maintenance and repair of trucks shall be conducted in an enclosed structure or partially enclosed bay. Maintenance, repair, and truck washing bays shall not be permitted to face a right-of-way that includes an ingress or egress driveway to the property.

c. Refueling bays shall be limited to two (2) total pumps that are for private use only and shall not be open to the general public.

STAFF NOTE: These conditions have changed slightly from the first reading. The conditions previously read as follows:

a. A minimum of a ten-foot landscape buffer shall be provided along all road rights-of-way and shall consist of trees and high profile shrubs, together with suitable ground cover to include native grasses and mulching. Landscaping shall be designed, placed, and maintained in such a manner so as not to impair vehicle visibility at corner intersections or ingress and egress drives. The landscaping requirements shall conform to Article XIII, Section 22, Landscaping Requirements of the Zoning Ordinance of the City.

b. Maintenance and truck washing bays shall not be permitted to face the right-of-way.

c. On-site, light and minor maintenance and cleaning of trucks and trailers shall be permitted, including oil and engine fluid changes, but the following shall be strictly prohibited: major restoration, part salvage, major part replacement, engine repair, transmission repair, body repair, and other heavy and major repairs.

d. Refueling bays shall be limited to two (2) total pumps that are for private use only and shall not be open to the general public.

These changes were made in coordination with the applicant. Briefly, there were concerns about vehicle maintenance, and how maintenance bays are placed on site. After review, staff supports the consolidation of condition b and c, which allows heavier maintenance occur inside maintenance buildings. In addition, maintenance bays may face a ROW as long as that ROW is not where the ingress/egress driveway is for a property.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

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PREVIOUS ACTION:

June 12, 2024 - Planning & Zoning Board recommended approval
July 9, 2024 - City Council approved first reading.

RECOMMENDED MOTION:

Adopt on **Second and Final Reading** Ordinance 7-2024, a Land Development Code Amendment to Appendix A, Article XI, Section 19 of the Zoning Ordinance of the City of Cocoa to add truck parking facilities to the list of permitted uses in the M-2 zoning district and to provide a definition of truck parking facilities.

ORDINANCE NO. 07-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING ORDINANCE OF THE CITY OF COCOA TO ADD TRUCK PARKING FACILITIES TO THE LIST OF PERMITTED USES IN THE M-2 ZONING DISTRICT; PROVIDING A DEFINITION OF TRUCK PARKING FACILITIES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa is granted the authority, under Section 2(b), Art. VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Appendix A, Zoning, Article XI, Section 19 of the Code of Ordinances of the City of Cocoa, Florida, sets forth the permitted uses in the M-2, Manufacturing and Industrial District; and

WHEREAS, the City Council desires to amend Appendix A, Article XI, Section 19 of the Zoning Ordinance to add truck parking facilities as a permitted use and define such use to permit office space and fueling, truck wash, and maintenance and repair facilities; and

WHEREAS, the Planning and Zoning Board and City Staff of the City of Cocoa have recommended approval of this Ordinance; and

WHEREAS, the City Council of the City of Cocoa held two duly noticed public hearings on the proposed zoning change set forth hereunder and considered findings and advice of staff, the Planning and Zoning Board, citizens, and all interested parties submitting comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Cocoa Comprehensive Plan and that sufficient, competent, and substantial evidence supports the zoning change set forth hereunder; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Cocoa.

Section 2. **Zoning Text Amendment.** The City of Cocoa Code of Ordinances Appendix A, Article V and Article XI, Section 19, 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 Appendix A, Article V and Article XI. It is intended that the text in Appendix A, Article V and Article XI denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to the adoption of this Ordinance):

*** * ***

APPENDIX A – ZONING

*** * ***

ARTICLE V. – DEFINITIONS

For the purpose of this ordinance, certain terms or words used herein shall be interpreted as follows:

*** * ***

TRUCK PARKING FACILITIES. A truck parking facility is a facility to be used for long term (i.e., over five hours) and overnight parking and storage of, in particular, straight trucks, truck tractors, truck trailers, semitrailers, truck tractor-semitrailer and trailer combinations, and truck drivers' personal vehicles. Such facilities may include office spaces; private maintenance, repair, and washing facilities; and refueling bays limited to two (2) total pumps that are for private use only and not open to the general public.

*** * ***

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 19. District and Intent—M2 Manufacturing and Industrial District.

The provisions of this district are intended to preserve the function of various industrial activities, warehousing and distribution without creating hazards or negatively influencing surrounding land uses. This district shall be located in areas accessible to collector or higher classification roadways and be served by public services and facilities. These districts shall be discouraged from locating next to areas designated for residential or low-intensity commercial uses.

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

(1) Industrial uses, industrial processing, and manufacturing.

(2) Commercial greenhouses.

(3) Schools (industrial and vocational in nature).

(4) Storage facilities (excluding salvage yards), including automobiles, mobile homes, commercial vehicles and heavy equipment, building materials, general, refrigerated, and recreational vehicles pursuant to Appendix A, Article XIII, Sec. 5 of the Code of the City of Cocoa.

(5) Research facilities:

a. Where the use does not involve:

1. Creation of excessive noise, fumes, dirt; or

2. Damage or interference with other properties.

b. Where all work is done within an enclosed structure.

(6) Transportation facilities; passenger and/or freight.

(7) Warehousing and distribution.

(8) Mobile home repair facilities.

(9) Contractor's office and storage yard, except scrap materials. Outside storage shall be effectively screened on all sides to avoid any deleterious effect upon adjacent properties and right of ways.

(10) Sales or rental of new and/or used commercial vehicles and heavy equipment, major recreational equipment, and mobile homes as regulated by appendix A, article XIII, section 28 of the Code of the City of Cocoa.

(11) Limited commercial uses, as identified in this section, shall be permitted with the following conditions:

a. Commercial uses shall only be located on property having a minimum of one hundred fifty (150) feet of frontage along Grissom Parkway.

b. Commercial uses shall only be located within four hundred (400) feet of Grissom Parkway, as measured from the right-of-way line. All on-site commercial-related improvements, such as retention, parking, loading/unloading, etcetera, shall be contained within this four hundred (400) foot area. Retention areas may be provided outside of the four hundred (400) foot requirement if the proposed commercial use is part of a master planned industrial park with an associated retention system.

c. Commercial uses shall have no outdoor storage or display.

d. Commercial uses shall be limited to:

1. Retail sales of carpet, tile, pool, furniture, construction products or materials sold directly to the end user (builder, installer, or homeowner).

2. Restaurants located within one (1) principal structure with a minimum three thousand (3,000) linear feet spacing requirement between restaurant uses as measured between the nearest property lines. This distance requirement shall not apply if the proposed restaurant is part of a master planned industrial

park and the restaurant is located within four hundred (400) feet of Grissom Parkway.

3. Business service establishments.

4. Veterinary hospitals, clinics, and animal boarding facilities.

5. Indoor shooting ranges, with ancillary retail sales and restaurant subject to the requirements of subsection (A)(12)(d)2. of this section, shall be permitted with the following conditions:

    a. All firing shall take place within a completely enclosed building.

    b. Site plan applications for the development of an indoor shooting range shall include a plan by a Florida registered engineer demonstrating that the building is soundproof and appropriately designed for such use.

(12) Truck parking facilities, subject to the following conditions:

a. A minimum of a ten-foot landscape buffer shall be provided along all road rights-of-way and shall consist of trees and high profile shrubs, together with suitable ground cover to include native grasses and mulching. Landscaping shall be designed, placed, and maintained in such a manner so as not to impair vehicle visibility at corner intersections or ingress and egress drives. The landscaping requirements shall conform to Article XIII, Section 22, Landscaping Requirements, and Section 5, Visual Screens (fences, walls, hedges) of the Zoning Ordinance of the City.

b. Maintenance and repair of trucks shall be conducted in an enclosed structure or partially enclosed bay. Maintenance, repair, and truck washing bays shall not be permitted to face a right-of-way that includes an ingress or egress driveway to the property.

c. Refueling bays shall be limited to two (2) total pumps that are for private use only and shall not be open to the general public.

Section 3. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of 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.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent Ordinances and Resolutions adopted by the City Council, or parts of prior Ordinances and Resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2024.

_____
MICHAEL C. BLAKE, Mayor

ATTEST:

_____
MONICA ARSENAULT, City Clerk

Legal Ad Published: _____
First Reading: _____
Legal Ad Published: _____
Effective Date: _____

ZONING ORDINANCE AMENDMENT APPLICATION (TEXT ONLY)

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Request:** Amend the zoning ordinance to include "Truck Parking Facilities" as a Principal Use and Structure in the M2 District and add "Truck Parking Facilities" as a defined term in Part I, Appendix A, Article V of the zoning ordinance. The definition to be added as an amendment as follows:

   "TRUCK PARKING FACILITIES. A truck parking facility is a facility on a piece of property which is to be used for long term (i.e. over five hours) and overnight parking of in particular Tractors, Trailers and Cars. Exceptions to this are situations where a vehicle is in the process of undergoing maintenance or repair. For the purpose of this definition, a truck includes tractor trailers (either cab or trailer or cab and trailer), or any licensed vehicle (motorized or not) that is designed for transporting freight, goods or materials. Repair, maintenance, wash and fueling facilities for fleet tractors and trailers belonging to the owner or tenant of the property shall be considered as accessory to "Truck Parking Facilities."

2. **Applicable City Code Section(s):** Part II, Appendix A, Article V (Definitions) and Part II, Appendix A, Article XI, Section19 (A)

3. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): CSCQ-COCOA, LLC

   Name: Michael V. Penza, manager

   Mailing Address: 642 Pilot Road

   City: North Palm Beach, FL 33408 State: FL Zip Code: 33408

   Phone #: _____ Fax #: _____

   Mobile #: 609-868-0222 E-mail: mvpenza@coraluzzo.com

4. **Please submit the following items in order complete the application:**

   a. [x] **Notarized application.**

   b. [x] **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

   c. [x] **Corporate documents.** If the applicant is representing a company, articles of incorporation which show the applicant is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   d. [x] **Additional information.** Submit any information that may be helpful in understanding the request. This may include, but limited to, desired ordinance text, examples, photos, sketches, elevations, and letters.

5. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

6. **Dates and locations of public hearings.** All zoning text ordinance amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.

7. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

8. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

9. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

10. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

11. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

12. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

13. Zoning Text Amendment Petition

I, the undersigned, hereby petition the City of Cocoa Council for a zoning text amendment as specified below:

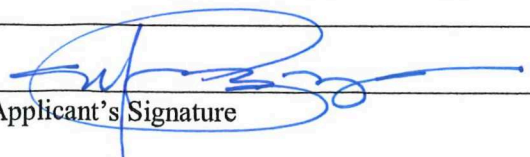
a. In order to approve a zoning text ordinance amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(2) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council.

a. The need and justification for the change.

The amendment is needed to establish and confirm that facilities for repair, maintenance, washing and fueling facilities are necessary accessory uses and structures where the principal use and structure are storage facilities for commercial vehicles and freight transportation facilities, both of which are permitted uses in the M-2 District. This amendment to the code is justified because it is consistent with the principal uses and structures in the M2 District when the repair, maintenance, washing and fueling facilities are solely for the use of fleet vehicles owned by the property owner or tenant and not for retail purposes.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

The proposed change is consistent with the land use plan and would be beneficial to the comprehensive plan. Currently, there are no less than nine (9) properties within 500 feet of the subject property (all being in the M2 District) where the property use is noted in the BCPOA records as being warehousing, distribution and trucking terminal. Several of these facilities, and other properties in the M2 District, also have fueling, repair and/or wash facilities. See enclosed photographs and copies of Real Property Details from BCPOA. As such, the proposed amendment is consistent with the established land use pattern and would not increase or overtax the load on utilities, streets or access or increase traffic congestion.



Applicant's Signature

MAY 7, 2024

Date

Michael V. Penza, as manager of CSCQ-COCOA, LLC

Applicant's Printed Name

14. Signatures and Notarization.

STATE OF Florida COUNTY OF Palm Beach. I, Michael V Penza being first duly sworn, depose and say that:

☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

(Print, Type, or Stamp Commissioned Name of Notary Public)

NOTARY PUBLIC Expires 2/13/2028 Shelby Callison My Commission HH 455939 STATE OF FLORIDA

Personally Known ☑ OR Produced Identification ☐

Type of I.D. Produced _____

Shelby Callison

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF ~~BREVARD~~ Palm Beach

Sworn and subscribed to before me this 7th day of May, 20 24

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:

_____

Letter of Authorization – Application for Zoning Amendment

I, Michael A. DiChristopher, with a mailing address of 1765 Rochelle Parkway, Merritt Island, Florida, am the sole owner of Brevard County Parcel ID: 24-36-07-00-524, which is a vacant parcel of land located in the M-2 Manufacturing and Industrial District at the of Northwest corner of the intersection of Grissom Pkwy and East Industry Road in the City of Cocoa.

This Letter of Authorization shall serve as written confirmation that I hereby consent to the Application of CSCQ-COCOA, LLC dated May 7, 2024 to Amend the Zoning Ordinance to include "Truck Parking Facilities" as a Principal Use and Structure in the M2 District and add "Truck Parking Facilities" as a defined term in Part I, Appendix A, Article V of the zoning ordinance.

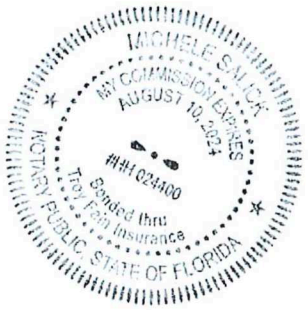
By: _____
Michael A. DiChristopher

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 8th day of May, 2024, by Michael A. DiChristopher.

_____
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: ✓
OR Produced Identification: ____
Type of Identification Produced: _____



FLORIDA DEPARTMENT OF STATE
Division of Corporations

June 23, 2023

FLORIDA FILING & SEARCH SERVICES, INC.

,

The Articles of Organization for CSCQ-COCOA, LLC were filed on June 22, 2023, and assigned document number L23000300803. Please refer to this number whenever corresponding with this office.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a $400 late fee will be added. **It is your responsibility to remember to file your annual report in a timely manner.**

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

https://sa.www4.irs.gov/modiein/individual/index.jsp.

Please be aware if the limited liability company address changes, it is the responsibility of the limited liability company to notify this office.

Should you have any questions regarding this matter, please contact this office at the address given below.

Karen Lovelace
Regulatory Specialist II
New Filing Section
Division of Corporations

Letter Number: 823A00014216

Account number: FCA000000015

Amount charged: 125.00

COVER LETTER

TO: **New Filing Section**
Division of Corporations

SUBJECT: CSCQ-COCOA, LLC
Name of Limited Liability Company

The enclosed Articles of Organization and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Stephen P. McConnell, Esq.
Name of Person

Reger Rizzo & Darnall LLP
Firm/Company

2929 Arch St, 13th Floor
Address

Philadelphia, PA 19104
City/State and Zip Code

smcconnell@regerlaw.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Stephen P. McConnell at (215) 495 - 6531
Name of Person Area Code Daytime Telephone Number

Enclosed is a check for the following amount:

☐$125.00 Filing Fee ☐$130.00 Filing Fee & Certificate of Status ☐$155.00 Filing Fee & Certified Copy (additional copy is enclosed) ☐$160.00 Filing Fee, Certificate of Status & Certified Copy (additional copy is enclosed)

Mailing Address
New Filing Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
New Filing Section Division
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

FILED
2023 JUN 22 AM 8:19
SECRETARY OF STATE
TALLAHASSEE, FL

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:
The name of the Limited Liability Company is:

CSCQ-COCOA, LLC
(Must contain the words "Limited Liability Company, "L.L.C.," or "LLC.")

ARTICLE II - Address:
The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:	**Mailing Address:**
642 Pilot Road,	1 North White Horse Pike
North Palm Beach, FL 33408	PO Box 597
	Hammonton, NJ 08037-0597

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:
(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Registered Agent Solutions, Inc.
Name

2894 Remington Green Lane, Suite A
Florida street address (P.O. Box **NOT** acceptable)

Tallahassee	Florida	32308
City	State	Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S.

Registered Agent's Signature (REQUIRED)

(CONTINUED)

FILED
2023 JUN 22 AM 8:20
SECRETARY OF STATE
TALLAHASSEE, FL

ARTICLE IV-
The name and address of each person authorized to manage and control the Limited Liability Company:

Title: "AMBR" = Authorized Member "MGR" = Manager	**Name and Address:**
MGR	Michael V. Penza 642 Pilot Road. North Palm Beach, FL 33408
MGR	Robert A. Penza 1691 Brookfield Street. Vineland, NJ 08360

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____. (OPTIONAL)
(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

ARTICLE VI: Other provisions, if any.

_____
_____
_____

REQUIRED SIGNATURE:

_____
Signature of a member or an authorized representative of a member.
This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Michael V. Penza
Typed or printed name of signee

Filing Fees:
$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent
$ 30.00 Certified Copy (Optional)
$ 5.00 Certificate of Status (Optional)

FILED
2023 JUN 22 AM 8:20
SECRETARY OF STATE
TALLAHASSEE, FL

DIVISION OF CORPORATIONS

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Limited Liability Company
CSCQ-COCOA, LLC

Filing Information

Document Number	L23000300803
FEI/EIN Number	93-2086881
Date Filed	06/22/2023
State	FL
Status	ACTIVE

Principal Address

642 PILOT RD
NORTH PALM BEACH, FL 33408

Mailing Address

1 NORTH WHITE HORSE PIKE
PO BOX 597
HAMMONTON, NJ 08034-0597

Annual Reports

Report Year	Filed Date
2024	02/06/2024

Document Images

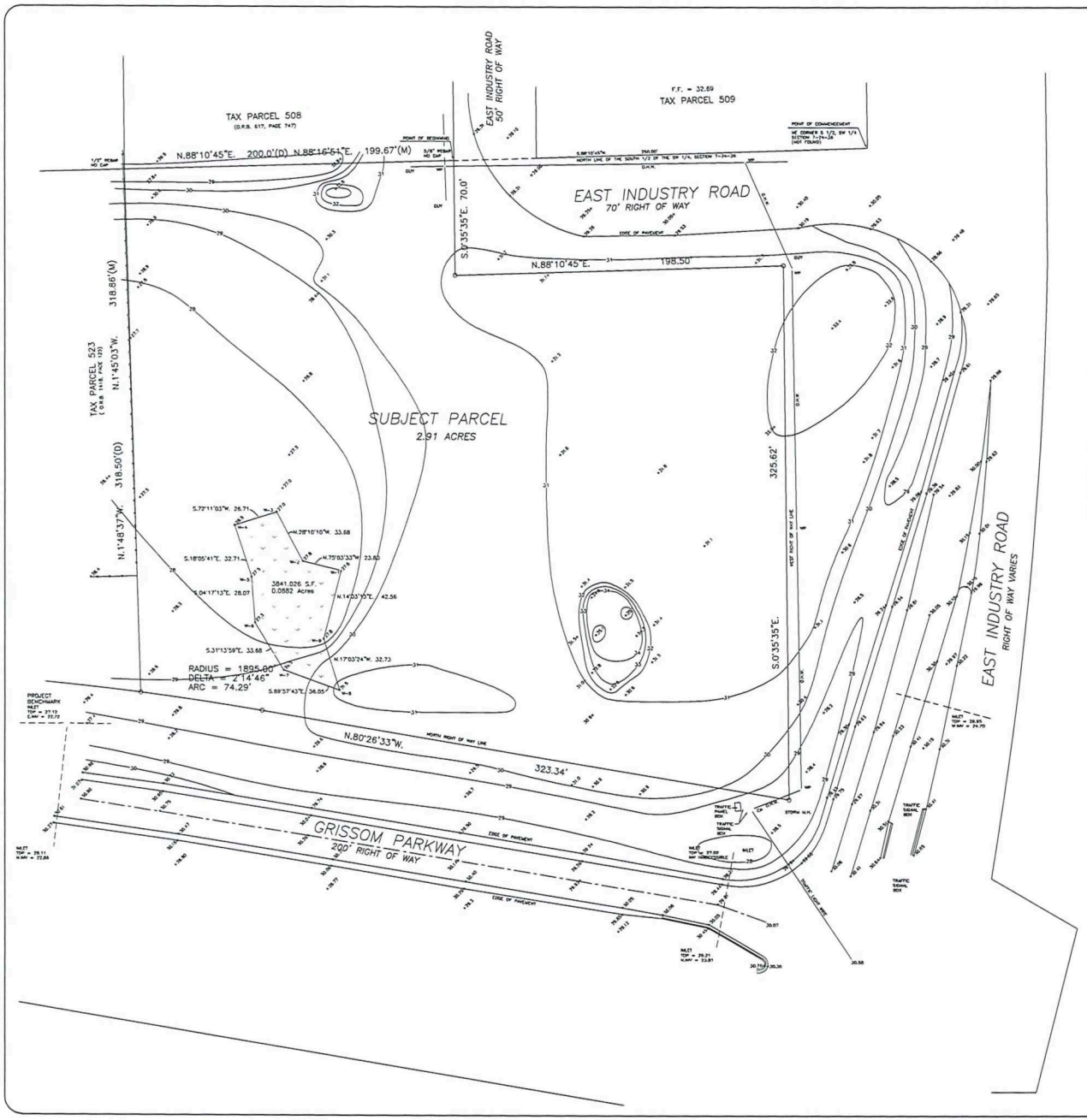
02/06/2024 -- ANNUAL REPORT	View image in PDF format
06/22/2023 -- Florida Limited Liability	View image in PDF format

Legal Description of Applicant Property

A parcel of land lying in the South 1/2 of the SW 1/4 of SEC 7, TWP 24 S., RNG 36 EAST, Brevard County, FL, being more particularly described as follows:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7, THENCE RUN S.88°10'45 W. ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE S. 0°35'35"E. ALONG THE WEST RIGHT-OF-WAY LINE OF EAST INDUSTRY ROAD, A DISTANCE OF 70.00 FEET; THENCE CONTINUE ALONG WEST RIGHT-OF-WAY LINE N. 88°10'45"E., A DISTANCE OF 198.50 FEET; THENCE RUN S. 0°35'35"E., A DISTANCE OF 325.62 FEET TO THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF EAST INDUSTRY ROAD AND THE NORTH RIGHT-OF-WAY LINE OF GRISSOM PARKWAY: THENCE DEPARTING THE WEST RIGHT-OF-WAY LINE OF EAST INDUSTRY ROAD N. 80°26'33"W. FOLLOWING THE NORTH RIGHT-OF-WAY LINE OF GRISSOM PARKWAY A DISTANCE OF 323.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1895.00 FEET. THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°14'46", A DISTANCE OF 74.29 FEET TO A POINT ON THE CURVE. THENCE DEPARTING FROM SAID CURVE AND THE NORTH RIGHT-OF-WAY LNE OF GRISSOM PARKWAY RUN N.1°48'37" W. ALONG THE EAST LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 1418, PAGE 125. A DISTANCE OF 318.50 FEET: THENCE RUN N. 88°10'45" E., ALONG THE SOUTH LINE OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 617, PAGE 747 WHICH IS ALSO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 200.00 FEET, TO THE POINT OF BEGINNING.

SKETCH OF SURVEY



30 15 0 30 60 90

SCALE IN FEET

N

EXPLANATION OF ABBREVIATIONS

PRM	PERMANENT REFERENCE MONUMENT	C&G	CURB AND GUTTER
PCP	PERMANENT CONTROL POINT	EP	EDGE OF PAVEMENT
CM	CONCRETE MONUMENT	WM	WATER METER
POC	POINT OF CURVATURE	POL	POINT ON LINE
PT	POINT OF TANGENCY	MEAS	MEASURED DISTANCE
PRC	POINT OF REVERSE CURVE	P	MEASUREMENT ON PLAT
PCC	POINT OF COMPOUND CURVATURE	FFE	FINISH FLOOR ELEVATION
PI	POINT OF INTERSECTION	FPR	FIXED REFERENCE POINT
RAD	RADIUS	NGVD	NATIONAL GEODETIC VERTICAL DATUM
DEL	DELTA OR CENTRAL ANGLE	BM	BENCH MARK
ARC	LENGTH OF CURVE	BP	BUILDING PERMIT
FD	FOUND	ELEV	ELEVATION
C/L	CENTERLINE	MH	MANHOLE
R/W	RIGHT OF WAY	PB	PLAT BOOK
P/L	PROPERTY LINE	BF	BASE FLOOD ELEVATION
CBS	CONCRETE BLOCK STRUCTURE	LB	LICENSED BUSINESS
FR	FRAME	LS	PROFESSIONAL LAND SURVEYOR
CONC	CONCRETE	FIRM	FEDERAL INSURANCE RATE MAP
A/C	AIR CONDITIONER	P.O.C.	POINT OF COMMENCEMENT
WP	WOOD POWER POLE	P.O.B.	POINT OF BEGINNING
FH	FIRE HYDRANT		

LEGEND:

Set 5/8" iron rebar with cap marked CAMPBELL/LB1464
Found iron rebar, size and cap ø
Set 4"x 4" concrete monument with disk marked: C 5844/PLS2351
■ Found concrete monument, size and identification ø
Set nail and disk marked: C 5844/PLS2351
A Found nail and disk, identification as shown

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 24 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARY DESCRIBED AS FOLLOWS,

COMMENCE AT THE NORHTEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7, THENCE RUN S.88°10'45"W. ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE S.0°35'35"E. ALONG THE WEST RIGHT-OF-WAY LINE OF EAST INDUSTRY ROAD, A DISTANCE OF 70.00 FEET; THENCE CONTINUE ALONG WEST RIGHT-OF-WAY LINE N.88°10'45"E. A DISTANCE OF 198.50 FEET; THENCE RUN S.0°35'35"E. A DISTANCE OF 325.62 FEET TO THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF EAST INDUSTRY ROAD AND THE NORTH RIGHT-OF-WAY LINE OF GRISSOM PARKWAY; THENCE DEPARTING THE WEST RIGHT-OF-WAY LINE OF EAST INDUSTRY ROAD N.80°26'33"W. FOLLOWING THE NORTH RIGHT-OF-WAY LINE OF GRISSOM PARKWAY A DISTANCE OF 323.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1895.00 FEET, THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°14'46", A DISTANCE OF 74.29 FEET TO A POINT ON THE CURVE. THENCE DEPARTING FROM SAID CURVE AND THE NORTH RIGHT-OF-WAY LINE OF GRISSOM PARKWAY RUN N.1°48'37"W. ALONG THE EAST LINE OF PROPERTY DESCRIPED IN OFFICAL RECORDS BOOK 1418, PAGE 125, A DISTANCE OF 318.50 FEET; THENCE RUN N. 88°10'45"E. ALONG THE SOUTH LINE OF THE PROPERTY DESCRIBED IN OFFICAL RECORDS BOOK 617, PAGE 747 WHICH IS ALSO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 7, A DISTANCE OF 200.00 FEET, TO THE POINT OF BEGINNING.

CONTANING 2.91 ACRES MORE OR LESS

CERTIFIED TO: MICHAEL A. DICHRISTOPHER
LANDMARK TITLE AGENCY, INC.
AMERICAN PIONEER TITLE INSURANCE COMPANY

SURVEYORS NOTES:

1. The Surveyor did not perform a Title Search to determine if there are any easements or rights of way that may affect this site.
2. The bearings shown hereon are Assumed, based on the West right of way line of East Industry Road being N.0°35'35"E., and may not be a True North Azimuth.
3. No underground utilities or improvements were located by this survey.
4. This site lies within F.I.R.M. Zones "X" per Community Panel No. 125092-0270 E, dated 4/3/89.
5. Elevations shown hereon are based on N.G.V. Datum of 1929, relative to the F.F. of Parcel "A", Cidco Park, Elevation = 32.69'.

I hereby certify that the survey shown hereon is true and correct based on actual measurements taken in the field. This survey meets Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61 G 17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

This certificate is not valid unless embossed with the Surveyor's Seal

John R. Campbell
Professional Surveyor No. 2351
State of Florida

NO.	DATE	REVISION
1	2/11/02	RUN BENCH

DRAWN BY: DIALS
CHECKED BY: J.R.C.
DATE: 8/10/01
SCALE: 1"=30'

BOUNDARY SURVEY

IN SECTION 7, TOWNSHIP 24 SOUTH, RANGE 36 EAST

BREVARD COUNTY, FLORIDA

Campbell SURVEYING & MAPPING, INC.
3525 NORTH COURTENAY PARKWAY
MAILING ADDRESS: P.O. BOX 542148
MERRITT ISLAND, FL 32954 PHONE (321) 453-5820

PROJECT NO.
01-670

SHEET 1 OF 1

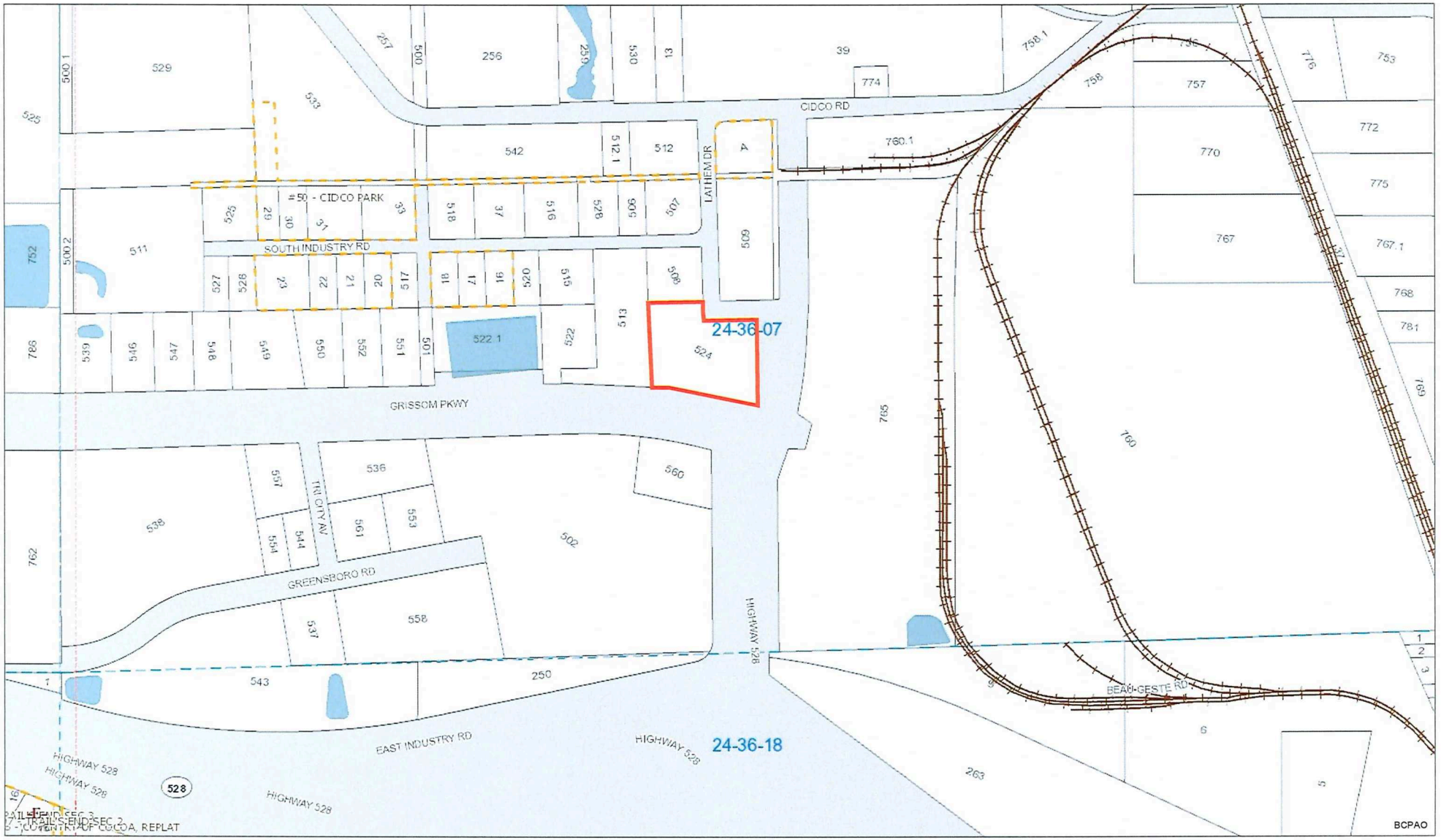
Dana Blickley, CFA
PROPERTY APPRAISER
Brevard County

MAP OF BOUNDARIES OF PARCELS AFFECTED

1:4,000

0 262.5 525 1,050 ft
0 80 160 320 m

N W E S



All BCPAO maps and/or map applications are maintained for assessment and illustrative purposes only and do not represent surveys, plats, or any other legal instrument. Likewise, measurement and location tools are for assessment and illustrative purposes only and do not necessarily reflect real-world conditions. Due to the nature of Geographic Information Systems (GIS) and cadastral mapping, map layers may not precisely align and may not represent precise location, shape, and/or legal boundaries. Only a Florida-licensed surveyor can determine legally-relevant property boundaries, elevation, distance, area, and/or location in Florida.

Map created May 2, 2024 (map data dates may vary)

Affected Property Owners

Pursuant to Code Part II, Appendix A, Article XXI

Owners: EQUIPMENT FABRICATORS INC
Mail Address: 655 CIDCO ROAD COCOA FL 32926
Site Address: 655 CIDCO RD COCOA FL 32926
Parcel ID: 24-36-07-00-542

Owners: LEE, CHARLES R
Mail Address: 2950 S TROPICAL TRL MERRITT ISLAND FL 32952
Site Address: 643 CIDCO RD COCOA FL 32926
Parcel ID: 24-36-07-00-512.1

Owners: LEE, CHARLES R
Mail Address: 2950 S TROPICAL TRL MERRITT ISLAND FL 32952
Site Addresses: 603 CIDCO RD COCOA FL 32926
613 CIDCO RD COCOA FL 32926
Parcel ID: 24-36-07-00-512

Owners: TROPIC COCOA TWO LLC
Mail Address: 10002 NW 89TH AVE MEDLEY FL 33178
Site Address: 670 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-50-*-37

Owners: TROPIC COCOA LLC
Mail Address: 10002 NW 89TH AVE MEDLEY FL 33178
Site Addresses: 658 SOUTH INDUSTRY RD COCOA FL 32926
660 SOUTH INDUSTRY RD COCOA FL 32926
662 SOUTH INDUSTRY RD COCOA FL 32926
664 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-00-516

Owners: ECG INC
Mail Address: 262 LAKESHORE DR MERRITT ISLAND FL 32953
Site Address: 640 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-00-528

Owners: EATON, DAVID L; EATON, JILL
Mail Address: 262 LAKE SHORE DR MERRITT ISLAND FL 32953
Site Address: 620 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-00-506

Owners: SOUTHEAST HOLDING OF CFL LLC
Mail Address: 498 MAIN COCOA FL 32922
Site Address: 518 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-00-507

Owners: PROFUMO, PETER L TRUSTEE
Mail Address: 7 INDIAN RIVER AVE APT 1205 TITUSVILLE FL 32796
Site Addresses: 3405 LATHEM DR COCOA FL 32926
3415 LATHEM DR COCOA FL 32926
Parcel ID: 24-36-07-00-509

Owners: PROFUMO, PETER L TRUSTEE
Mail Address: 7 INDIAN RIVER AVE APT 1205 TITUSVILLE FL 32796
Site Addresses: 3400 EAST INDUSTRY RD COCOA FL 32926
515 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-00-508

Owners: RINKER MATERIALS CORP
Mail Address: ATTN: TAX DEPARTMENT 1501 BELVEDERE ROAD W PALM BCH FL 33406
Site Addresses: 3345 EAST INDUSTRY RD COCOA FL 32926
3355 EAST INDUSTRY RD COCOA FL 32926
3365 EAST INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-00-765

Owners: GIMZEK, G JERRY
Mail Address: 4910 SHADE TREE ST COCOA FL 32926
Site Address: 675 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-50-*-16

Owners: CT BROTHERS HOLDINGS LLC
Mail Address: 19968 INDEPENDENCE BLVD GROVELAND FL 34736
Site Address: 665 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-00-520

Owners: SOUTHWARD PARTNERS LLC
Mail Address: 505 WILSON RD ANNAPOLIS MD 21401
Site Address: 555 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-00-515

Owners: NEIGHBOR LLC
Mail Address: 505 WILSON RD ANNAPOLIS MD 21401
Site Address: 529 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID: 24-36-07-00-513

Owners: SOUTHWARD PARTNERS LLC
Mail Address: 505 WILSON RD ANNAPOLIS MD 21401
Site Address: NONE
Parcel ID: 24-36-07-00-522

Owners: BREVARD COUNTY
Mail Address: 345 WENNER WAY C/O ASSET MANAGEMENT COCOA FL 32926
Site Address: NONE
Parcel ID: 24-36-07-00-522.1

Owners: GRISSOM PARK LLC
Mail Address: 6545 CAY CIR BELLE ISLE FL 32809
Site Address: NONE
Parcel ID: 24-36-07-00-502

Owners: GRISSOM PARK LLC
Mail Address: 6545 CAY CIR BELLE ISLE FL 32809
Site Address: NONE
Parcel ID: 24-36-07-00-560

Owners: V GROUP LLC
Mail Address: 581 CIDCO RD COCOA FL 32926
Site Address: 581 CIDCO RD COCOA FL 32926
Parcel ID: 24-36-07-50-A

SIMILAR ACCESORY USES AND STRUCTURES IN M2 DISTRICT

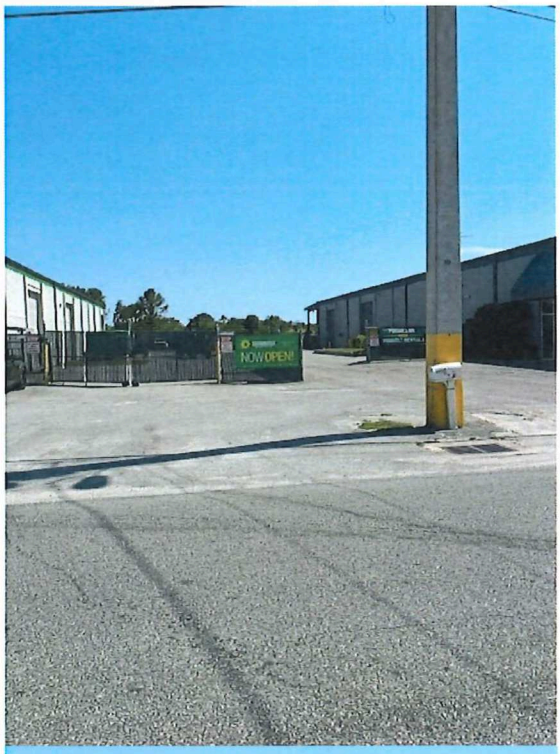
1. Beyel Brothers Inc – Cocoa, 550 Cidco Rd, Cocoa, FL 32926

Fuel tanks, washing facilities, and maintenance garage

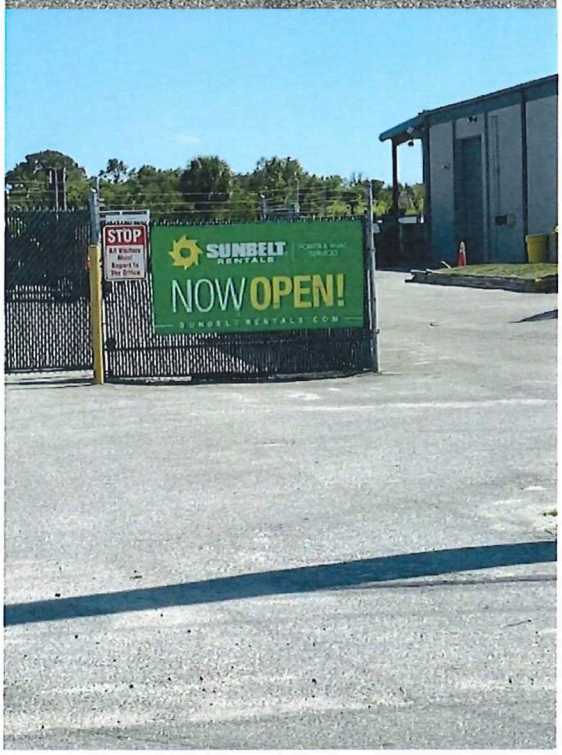


2. <u>Sunbelt Rentals Power & HVAC, 555 S. Industry Rd, Cocoa, FL 32926</u>

Fuel tank and maintenance facility

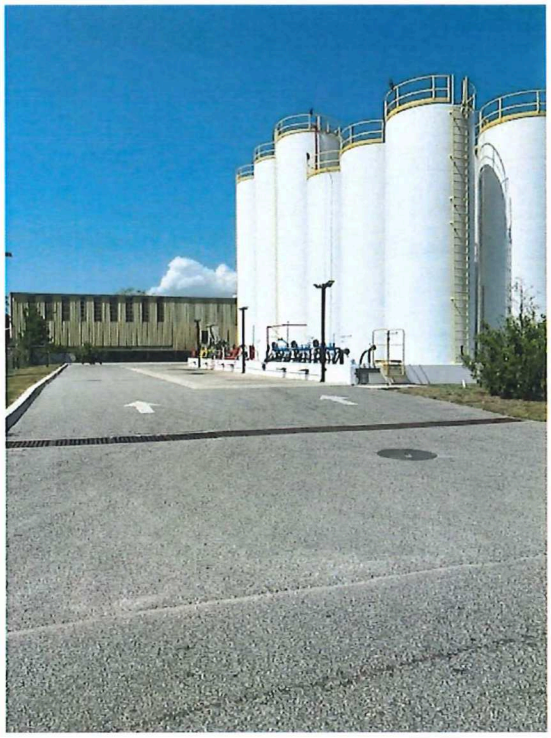


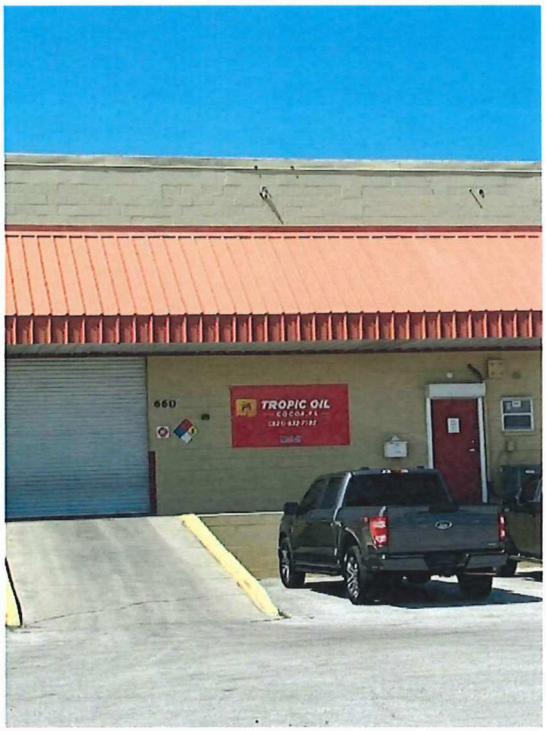


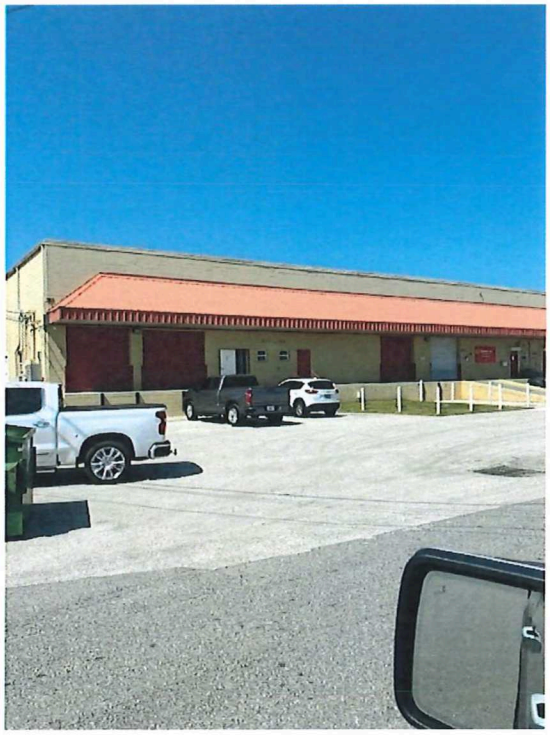


3. <u>Tropic Oil Company, 660 S. Industry Rd, Cocoa, FL 32926</u>

Maintenance facility and numerous lube oil tanks

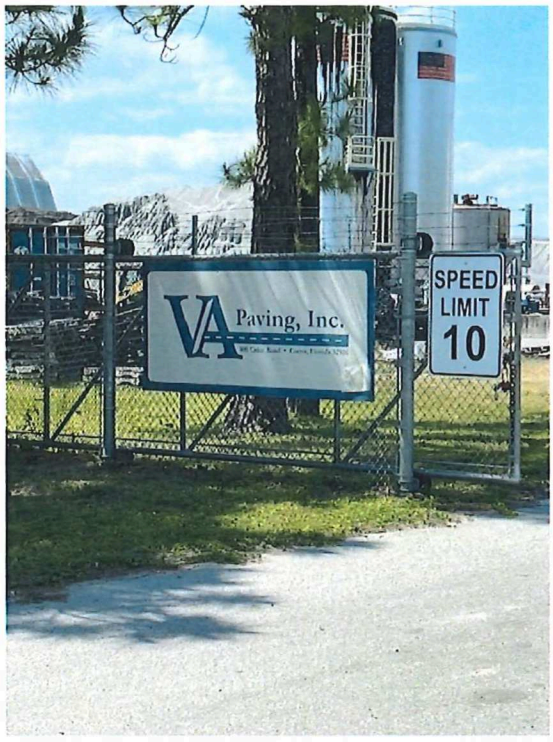


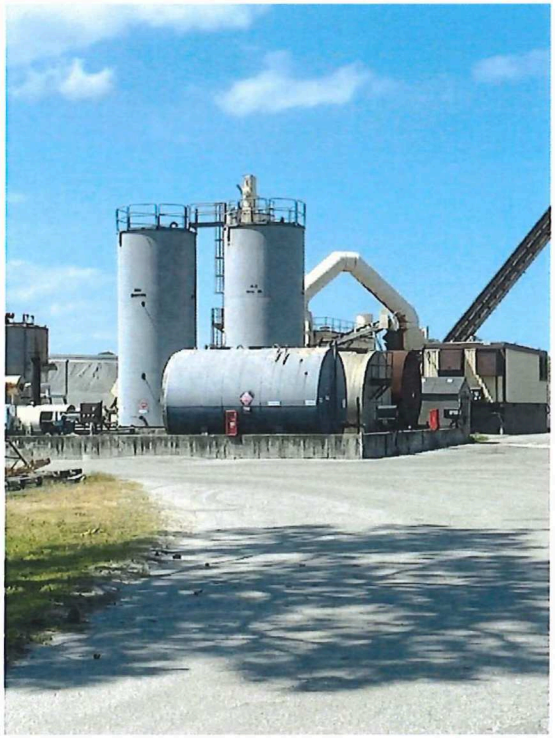




4. <u>V.A. Paving, Inc., 800 Cidco Rd, Cocoa, FL 32926</u>

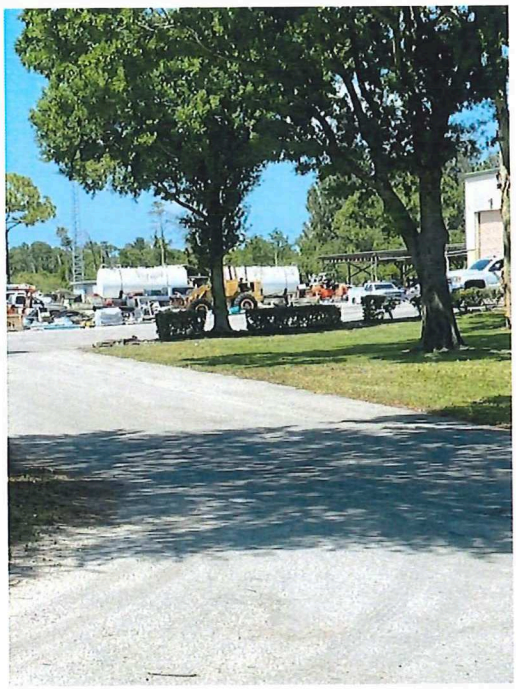
Fuel tanks



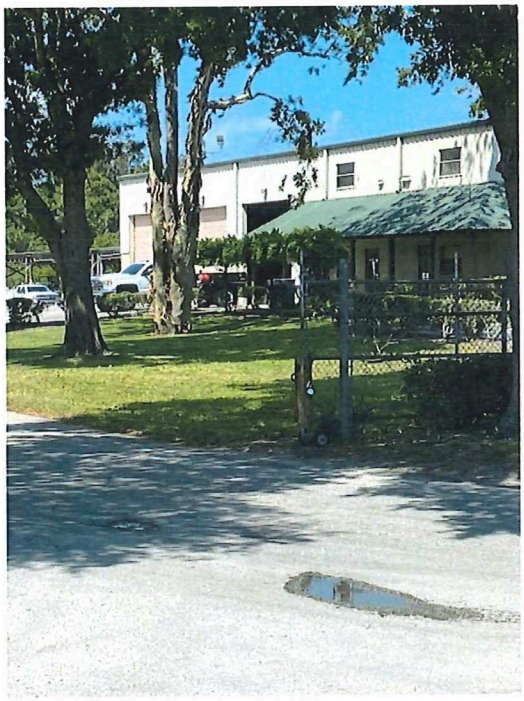


5. <u>Goodson Paving, 630 Cidco Rd, Cocoa, FL 32926</u>

Maintenance and fuel tanks







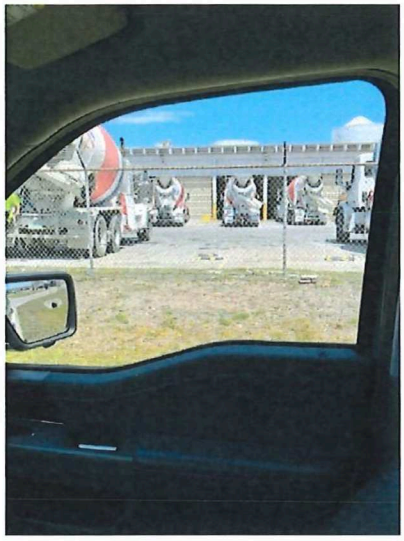
6. <u>Brewer Paving & Development, 3190 Grissom Pkwy, Cocoa, FL 32926</u>

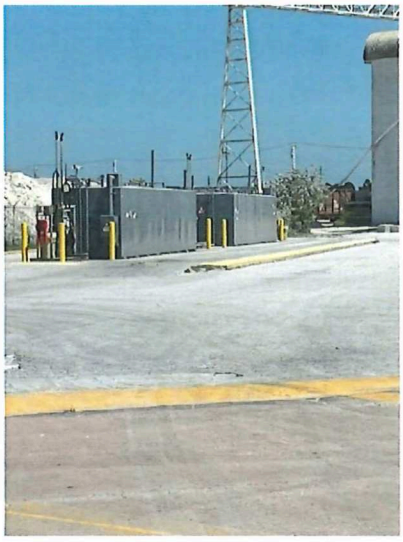
Fuel tanks and maintenance facility



7. <u>CEMEX – Cocoa, 3345 Industry Rd, Cocoa, FL 32926</u>

Maintenance garages, fuel tanks, fleet trucks, fueling and repair facilities













REAL PROPERTY DETAILS

Account 2411013 - Roll Year 2023

Owners	DI CHRISTOPHER, MICHAEL A
Mailing Address	1765 ROCHELLE PKWY MERRITT ISLAND FL 32952
Site Address	NONE
Parcel ID	24-36-07-00-524
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4000 - VACANT INDUSTRIAL LAND
Total Acres	2.89
Site Code	0350 - GRISSOM PKWY
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF S 1/2 OF SW 1/4 AS DESC IN ORB 1428 PG 229 EXC 2986 PG 1109, 3374 PG 3090 & RD R/W



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$207,720	$207,720	$188,830
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$207,720	$207,710	$188,830
Assessed Value School	$207,720	$207,720	$188,830
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$207,720	$207,710	$188,830
Taxable Value School	$207,720	$207,720	$188,830

SALES / TRANSFERS

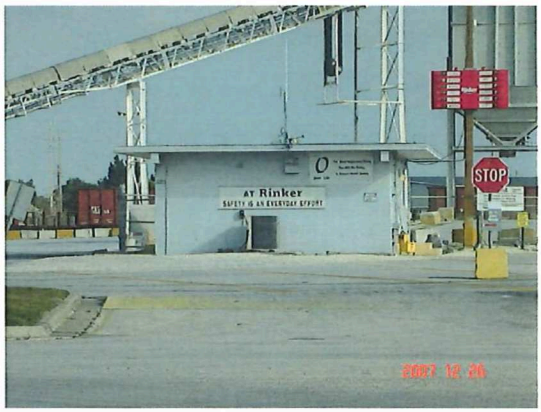
Date	Price	Type	Instrument
09/07/2001	--	QC	4421/1849
09/06/2001	$125,000	WD	4418/3119
08/27/2001	--	QC	4418/3117
02/28/1974	$22,200	--	1428/0229

No Data Found

Subject / Applicant Property

REAL PROPERTY DETAILS
Account 2411047 - Roll Year 2023

Owners	RINKER MATERIALS CORP
Mailing Address	ATTN: TAX DEPARTMENT 1501 BELVEDERE ROAD W PALM BCH FL 33406
Site Address	3345 EAST INDUSTRY RD COCOA FL 32926 3355 EAST INDUSTRY RD COCOA FL 32926 3365 EAST INDUSTRY RD COCOA FL 32926
Parcel ID	24-36-07-00-765
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4710 - CONCRETE / ASPHALT PLANT
Total Acres	24.09
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	W 1/2 OF SW 1/4 OF SE 1/4 EXC RD R/W ALSO INCL PART OF SW1/4 OF SE 1/4 OF NW1/4 AS DESC IN ORB 5392 PG 6724 PAR 783



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$1,622,590	$1,617,810	$1,522,540
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$1,622,590	$1,617,810	$1,522,540
Assessed Value School	$1,622,590	$1,617,810	$1,522,540
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$1,622,590	$1,617,810	$1,522,540
Taxable Value School	$1,622,590	$1,617,810	$1,522,540

SALES / TRANSFERS

Date	Price	Type	Instrument
12/01/1978	$157,500	--	1977/0524
01/01/1973	$550,000	PT	1308/1020

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 1700 - OFFICE BUILDING - SINGLE TENANT - 1 STORY

Materials	
Exterior Wall:	PAINTED EXTERIOR
Frame:	REINFRCONC
Roof:	BU-TG/MMBRN
Roof Structure:	PRE-STRS. CONC.

Details	
Year Built	1986
Story Height	8
Floors	1
Residential Units	1
Commercial Units	0

Sub-Areas	
Base Area (1st)	660
Total Base Area	660
Total Sub Area	660

Extra Features	
Light Poles	1
Fence - Chain Link 6'	3,000
Paving - Concrete	380,220
Railroad Spur	3,827
Paving - Asphalt	15,581

PROPERTY DATA CARD #2

Building Use: 1700 - OFFICE BUILDING - SINGLE TENANT - 1 STORY

Materials	
Exterior Wall:	PAINTED EXTERIOR
Frame:	REINFRCONC
Roof:	BU-TG/MMBRN
Roof Structure:	PRE-STRS. CONC.

Details	
Year Built	1986
Story Height	12
Floors	1
Residential Units	1
Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	2,958	Outbuilding	232
Open Porch	484		
Total Base Area	2,958		
Total Sub Area	3,442		

PROPERTY DATA CARD #3

Building Use: 1700 - OFFICE BUILDING - SINGLE TENANT - 1 STORY

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1986
Frame:	REINFRCONC	Story Height	10
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	PRE-STRS. CONC.	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features
Base Area (1st)	1,890	No Data Found
Open Porch	790	
Total Base Area	1,890	
Total Sub Area	2,680	

PROPERTY DATA CARD #4

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1986
Frame:	REINFRCONC	Story Height	18
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	PRE-STRS. CONC.	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features
Base Area (1st)	6,000	No Data Found
Utility Room	248	
Total Base Area	6,000	
Total Sub Area	6,248	

PROPERTY DATA CARD #5

Building Use: 2710 - GARAGE / AUTO-BODY / AUTO PAINT SHOP

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1986
Frame:	REINFRCONC	Story Height	22
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	PRE-STRS. CONC.	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	8,608	Carport	2,376
Utility Room	1,400		
Total Base Area	8,608		
Total Sub Area	10,008		

PROPERTY DATA CARD #6

Building Use: 4100 - LIGHT MANUFACTURING (SMALL EQUIPMENT MFG PLANT, SMALL MACHINE SHOP, INSTRUMENT

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1986
Frame:	REINFRCONC	Story Height	23
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	PRE-STRS. CONC.	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	10,615	Canopy	1,400
Utility Room	492		
Total Base Area	10,615		
Total Sub Area	11,107		

PROPERTY DATA CARD #7

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	SHEET METAL	Year Built	1986
Frame:	METALFRAME	Story Height	10
Roof:	SHEET METAL	Floors	2
Roof Structure:	STEEL TRUSS RIGID	Residential Units	1

Commercial Units	0

Sub-Areas	
Base Area (1st)	700
Base Area (2nd)	700
Utility Room	700
Total Base Area	1,400
Total Sub Area	2,100

Extra Features
No Data Found

Details

Commercial Units	0

Sub-Areas

Base Area (1st)	2,871
Total Base Area	2,871
Total Sub Area	2,871

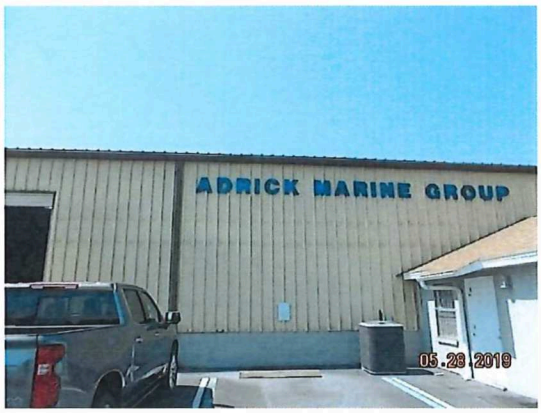
Extra Features

No Data Found

REAL PROPERTY DETAILS

Account 2411206 - Roll Year 2023

Owners	V GROUP LLC
Mailing Address	581 CIDCO RD COCOA FL 32926
Site Address	581 CIDCO RD COCOA FL 32926
Parcel ID	24-36-07-50-A
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL,
Total Acres	0.96
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0022/0051
Subdivision	CIDCO PARK
Land Description	CIDCO PARK PAR A



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$460,140	$442,110	$386,500
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$460,140	$425,150	$386,500
Assessed Value School	$460,140	$442,110	$386,500
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$460,140	$425,150	$386,500
Taxable Value School	$460,140	$442,110	$386,500

SALES / TRANSFERS

Date	Price	Type	Instrument
11/01/2004	$475,000	WD	5382/5486
11/30/1995	$250,000	WD	3525/1832
11/30/1995	--	WD	3525/1831
04/13/1989	--	QC	2988/4723
02/13/1989	--	QC	2988/4725
06/14/1988	--	QC	2919/0459

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	ENAMEL STEEL	Year Built	1976
Frame:	METALFRAME	Story Height	16
Roof:	SHEET METAL	Floors	1
Roof Structure:	STEEL TRUSS RIGID	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	10,200	Paving - Asphalt	18,000
Total Base Area	10,200	Load Ramp	144
Total Sub Area	10,200	Railroad Spur	200
		Fence - Chain Link 6'	380
		Loading Dock	630
		Fence - Barb Wire	380

PROPERTY DATA CARD #2

Building Use: 1700 - OFFICE BUILDING - SINGLE TENANT - 1 STORY

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1987
Frame:	MASNRYCONC	Story Height	8
Roof:	ASPH/ASB SHNGL	Floors	1
Roof Structure:	WOOD TRUSS	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features
Base Area (1st)	552	No Data Found
Total Base Area	552	
Total Sub Area	552	

REAL PROPERTY DETAILS

Account 2411000 - Roll Year 2023

Owners	LEE, CHARLES R
Mailing Address	2950 S TROPICAL TRL MERRITT ISLAND FL 32952
Site Address	603 CIDCO RD COCOA FL 32926 613 CIDCO RD COCOA FL 32926
Parcel ID	24-36-07-00-512
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL,
Total Acres	1.13
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF THE NE 1/4 OF SW 1/4 LYING SOUTH OF CIDCO RD & WEST OF EAST INDUSTRY RD AS DESC IN ORB 3631 PG 1474 EXC ORB 1246 PG 744 PAR 514



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$919,900	$871,710	$768,860
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$919,900	$845,740	$768,860
Assessed Value School	$919,900	$871,710	$768,860
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$919,900	$845,740	$768,860
Taxable Value School	$919,900	$871,710	$768,860

SALES / TRANSFERS

Date	Price	Type	Instrument
11/26/2018	--	QC	8317/1884
04/17/2006	$900,000	WD	5635/0001
12/01/1996	$395,000	PT	3631/1474
10/01/1978	$18,500	--	1951/0482
05/01/1976	$150,000	--	1621/0997

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	ENAMEL STEEL , STUCCO	Year Built	1979
Frame:	METALFRAME , MASNRYCONC	Story Height	20
Roof:	SHEET METAL	Floors	2
Roof Structure:	STEEL TRUSS RIGID	Residential Units	2
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	17,800	Screen Enclosure	120
Base Area (2nd)	1,000	Covered Patio	540
Total Base Area	18,800	Paving - Asphalt	10,424
Total Sub Area	18,800	Load Ramp	442
		Auto Dock Leveler - Edge Of Dock	1
		Covered Patio	110

PROPERTY DATA CARD #2

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1965
Frame:	MASNRYCONC	Story Height	17
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	BAR JOIST RIGID	Residential Units	1

Details	
Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	9,600	Covered Patio	440
Total Base Area	9,600	Auto Dock Leveler - Edge Of Dock	1
Total Sub Area	9,600	Load Ramp	416

REAL PROPERTY DETAILS

Account 2411005 - Roll Year 2023

Owners	TROPIC COCOA LLC
Mailing Address	10002 NW 89TH AVE MEDLEY FL 33178
Site Address	658 SOUTH INDUSTRY RD COCOA FL 32926 660 SOUTH INDUSTRY RD COCOA FL 32926 662 SOUTH INDUSTRY RD COCOA FL 32926 664 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID	24-36-07-00-516
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL,
Total Acres	0.92
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF NE 1/4 OF SW 1/4 AS DES IN ORB 698 PG 721



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$647,350	$611,940	$529,030
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$640,120	$581,930	$529,030
Assessed Value School	$647,350	$611,940	$529,030
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$640,120	$581,930	$529,030
Taxable Value School	$647,350	$611,940	$529,030

SALES / TRANSFERS

Date	Price	Type	Instrument
08/10/2017	$1,500,000	WD	7960/1134
08/25/1989	$358,000	WD	3015/1285
11/13/1981	$300,000	WD	2337/1256
10/01/1973	$170,000	--	1388/0414

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1965
Frame:	MASNRYCONC	Story Height	20
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	BAR JOIST RIGID	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	20,160	Loading Dock	1,120
Total Base Area	20,160	Covered Patio	192
Total Sub Area	20,160	Paving - Asphalt	19,915
		Load Ramp	200

REAL PROPERTY DETAILS

Account 2411018 - Roll Year 2023

Owners	ECG INC
Mailing Address	262 LAKESHORE DR MERRITT ISLAND FL 32953
Site Address	640 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID	24-36-07-00-528
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL,
Total Acres	0.69
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF NE 1/4 OF SW 1/4 AS DESC IN ORB 5222 PG 3451 & ORB 5222 PG 3453



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$177,540	$169,820	$148,180
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$177,540	$162,990	$148,180
Assessed Value School	$177,540	$169,820	$148,180
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$177,540	$162,990	$148,180
Taxable Value School	$177,540	$169,820	$148,180

SALES / TRANSFERS

Date	Price	Type	Instrument
02/25/2004	$180,000	WD	5222/3451
02/25/2004	--	WD	5222/3453
02/23/2004	--	WD	5222/3447
02/23/2003	$50,000	WD	5222/3449
11/22/2002	--	WD	4745/2011
11/01/2001	$93,000	WD	4453/3886
02/01/1995	$7,000	08	3454/2046
04/01/1994	$4,000	QC	3390/1973
06/01/1978	$26,900	--	1899/0956

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1963
Frame:	MASNRYCONC	Story Height	14
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	PRE-STRS. CONC.	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	4,598	Fence - Chain Link 6'	352
Open Porch	498	Paving - Asphalt	6,500
Total Base Area	4,598		
Total Sub Area	5,096		

REAL PROPERTY DETAILS

Account 2410995 - Roll Year 2023

Owners	EATON, DAVID L; EATON, JILL
Mailing Address	262 LAKE SHORE DR MERRITT ISLAND FL 32953
Site Address	620 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID	24-36-07-00-506
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL,
Total Acres	0.46
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF N 1/2 OF SW 1/4 AS DESC IN ORB 548 PG 337 EXC "PARCEL I" DESC IN ORB 5222 PG 3451



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$201,500	$194,860	$169,820
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$201,500	$186,800	$169,820
Assessed Value School	$201,500	$194,860	$169,820
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$201,500	$186,800	$169,820
Taxable Value School	$201,500	$194,860	$169,820

SALES / TRANSFERS

Date	Price	Type	Instrument
06/15/2016	$194,000	WD	7640/0984
02/23/2004	--	WD	5222/3447
02/23/2003	$50,000	WD	5222/3449
11/22/2002	$93,000	WD	4453/3886
11/22/2002	--	WD	4745/2011
04/30/1993	$165,000	WD	3279/2049
07/01/1992	$155,500	QC	3215/3499
12/29/1986	$171,000	WD	2761/2047
04/01/1979	$85,000	--	2033/0599
04/01/1974	$50,000	--	1434/0725

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 1700 - OFFICE BUILDING - SINGLE TENANT - 1 STORY

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1963
Frame:	MASNRYCONC	Story Height	8
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	PRE-STRS. CONC.	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	960	Fence - Chain Link 6'	430
Open Porch	125	Paving - Asphalt	13,741
Total Base Area	960		
Total Sub Area	1,085		

PROPERTY DATA CARD #2

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1963
Frame:	MASNRYCONC	Story Height	16

Materials		Details	
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	PRE-STRS. CONC.	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	672	Carport	480
Total Base Area	672		
Total Sub Area	672		

PROPERTY DATA CARD #3

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	ENAMEL STEEL	Year Built	2004
Frame:	METALFRAME	Story Height	16
Roof:	ENAMEL METAL	Floors	1
Roof Structure:	STEEL TRUSS RIGID	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features
Base Area (1st)	2,400	No Data Found
Total Base Area	2,400	
Total Sub Area	2,400	

REAL PROPERTY DETAILS

Account 2410997 - Roll Year 2023

Owners	PROFUMO, PETER L TRUSTEE
Mailing Address	7 INDIAN RIVER AVE APT 1205 TITUSVILLE FL 32796
Site Address	3400 EAST INDUSTRY RD COCOA FL 32926 515 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID	24-36-07-00-508
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL,
Total Acres	0.92
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF N 1/2 OF SW 1/4 AS DES IN ORB 617 PG 747



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$246,910	$227,530	$192,560
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$232,990	$211,810	$192,560
Assessed Value School	$246,910	$227,530	$192,560
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$232,990	$211,810	$192,560
Taxable Value School	$246,910	$227,530	$192,560

SALES / TRANSFERS

Date	Price	Type	Instrument
03/01/1991	--	PT	3119/1252
11/01/1988	$1,300,000	WD	2957/1262
12/17/1985	--	WD	2659/2217
08/18/1981	--	QC	2322/1905

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials	
Exterior Wall:	PAINTED EXTERIOR
Frame:	MASNRYCONC
Roof:	BU-TG/MMBRN
Roof Structure:	BAR JOIST RIGID

Details	
Year Built	1963
Story Height	18
Floors	1
Residential Units	4
Commercial Units	0

Sub-Areas	
Base Area (1st)	10,000
Open Porch	120
Total Base Area	10,000
Total Sub Area	10,120

Extra Features	
Fence - Chain Link 6'	74
Paving - Asphalt	24,000

REAL PROPERTY DETAILS

Account 2410998 - Roll Year 2023

Owners	PROFUMO, PETER L TRUSTEE
Mailing Address	7 INDIAN RIVER AVE APT 1205 TITUSVILLE FL 32796
Site Address	3405 LATHEM DR COCOA FL 32926 3415 LATHEM DR COCOA FL 32926
Parcel ID	24-36-07-00-509
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL,
Total Acres	2.20
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF N 1/2 OF SW 1/4 AS DES IN ORB 617 PG 746 & PT OF S 1/2 OF NW 1/4 OF SE 1/4 AS DES IN ORB 2429 PG 493



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$909,860	$827,100	$730,520
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$883,920	$803,570	$730,520
Assessed Value School	$909,860	$827,100	$730,520
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$883,920	$803,570	$730,520
Taxable Value School	$909,860	$827,100	$730,520

SALES / TRANSFERS

Date	Price	Type	Instrument
03/01/1991	--	PT	3119/1252
11/01/1988	$1,300,000	WD	2957/1262
12/23/1985	--	QC	2659/2215
04/07/1983	--	QC	2429/0493

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1964
Frame:	MASNRYCONC	Story Height	30
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	BAR JOIST RIGID	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	19,200	Paving - Asphalt	51,200
Utility Room	48	Loading Dock	3,200
Total Base Area	19,200	Dock Roof - Metal	3,020
Total Sub Area	19,248		

PROPERTY DATA CARD #2

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	PAINTED EXTERIOR	Year Built	1964
Frame:	MASNRYCONC	Story Height	30
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	BAR JOIST RIGID	Residential Units	1
		Commercial Units	0

Sub-Areas	
Base Area (1st)	19,200
Total Base Area	19,200
Total Sub Area	19,200

Extra Features	
Loading Dock	2,900
Dock Roof - Metal	1,720

REAL PROPERTY DETAILS

Account 2410996 - Roll Year 2023

Owners	SOUTHEAST HOLDING OF CFL LLC
Mailing Address	498 MAIN COCOA FL 32922
Site Address	518 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID	24-36-07-00-507
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL,
Total Acres	0.92
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	BREVARD INDUSTRIAL PARK UNREC PART OF N 1/2 OF SW 1/4 AS DES IN ORB 585 PG 697 KNOWN AS LOTS 13 & 14



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$377,060	$359,820	$312,160
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$377,060	$343,370	$312,160
Assessed Value School	$377,060	$359,820	$312,160
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$377,060	$343,370	$312,160
Taxable Value School	$377,060	$359,820	$312,160

SALES / TRANSFERS

Date	Price	Type	Instrument
07/06/2015	$259,000	WD	7405/1284
03/21/2014	--	CT	7090/0874
08/09/2004	$300,000	WD	5347/3932
03/01/1996	--	QC	3553/2403
08/27/1987	$135,000	WD	2835/0554
06/01/1976	$74,500	--	1634/0345

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	ENAMEL STEEL	Year Built	1963
Frame:	METALFRAME	Story Height	16
Roof:	ENAMEL METAL	Floors	1
Roof Structure:	STEEL TRUSS RIGID	Residential Units	1
		Commercial Units	1

Sub-Areas		Extra Features	
Base Area (1st)	7,500	Insulation - Wall Batts OR Roll	5,072
Open Porch	80	Fence - Electronic Gate	1
Total Base Area	7,500	Insulation - Ceiling Batts OR Roll	7,500
Total Sub Area	7,580	Fence - Chain Link 6'	767
		Paving - Asphalt	13,578
		Fence - Barb Wire	767

PROPERTY DATA CARD #2

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	SHEET METAL	Year Built	1982
Frame:	METALFRAME	Story Height	12
Roof:	SHEET METAL	Floors	1
Roof Structure:	WOOD TRUSS	Residential Units	1

REAL PROPERTY DETAILS

Account 2411004 - Roll Year 2023

Owners	SOUTHWARD PARTNERS LLC
Mailing Address	505 WILSON RD ANNAPOLIS MD 21401
Site Address	555 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID	24-36-07-00-515
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL,
Total Acres	0.92
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF N 1/2 OF SW 1/4 AS DES IN ORB 717 PG 648 KNOWN AS LOTS 7,8 OF UNREC BREVARD INDUSTRIAL PARK



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$619,280	$584,830	$512,380
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$619,280	$563,610	$512,380
Assessed Value School	$619,280	$584,830	$512,380
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$619,280	$563,610	$512,380
Taxable Value School	$619,280	$584,830	$512,380

SALES / TRANSFERS

Date	Price	Type	Instrument
12/22/2005	--	QC	5590/0883
12/31/2002	$440,000	WD	4787/3179
05/01/1996	--	QC	4787/3176
09/01/1993	$75,000	PT	3333/0841
03/01/1993	$150,000	PT	3305/3889
01/01/1974	$120,000	PT	1411/0033

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 4800 - WAREHOUSING, DISTRIBUTION AND TRUCKING TERMINAL, VAN & STORAGE WAREHOUSING

Materials		Details	
Exterior Wall:	STUCCO	Year Built	1965
Frame:	MASNRYCONC	Story Height	18
Roof:	BU-TG/MMBRN	Floors	1
Roof Structure:	BAR JOIST RIGID	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	19,040	Fence - Chain Link 6'	212
Open Porch	60	Covered Patio	2,688
Total Base Area	19,040	Paving - Asphalt	17,000
Total Sub Area	19,100		

REAL PROPERTY DETAILS

Account 2411002 - Roll Year 2023

Owners	NEIGHBOR LLC
Mailing Address	505 WILSON RD ANNAPOLIS MD 21401
Site Address	529 SOUTH INDUSTRY RD COCOA FL 32926
Parcel ID	24-36-07-00-513
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4100 - LIGHT MANUFACTURING (SMALL EQUIPMENT MFG PLANT, SM
Total Acres	2.53
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF E 1/2 OF SW 1/4 AS DESC IN ORB 3374 PGS 3088 & 3090 PAR 523



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$725,300	$653,650	$552,790
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$668,860	$608,060	$552,790
Assessed Value School	$725,300	$653,650	$552,790
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$668,860	$608,060	$552,790
Taxable Value School	$725,300	$653,650	$552,790

SALES / TRANSFERS

Date	Price	Type	Instrument
12/31/2007	$565,000	WD	5837/7049
09/07/2001	--	QC	4421/1849
03/01/1994	$220,000	PT	3374/3088
03/01/1993	$150,000	PT	3305/3889
08/01/1966	$77,000	--	0893/0907

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 4100 - LIGHT MANUFACTURING (SMALL EQUIPMENT MFG PLANT, SMALL MACHINE SHOP, INSTRUMENT

Materials	
Exterior Wall:	PAINTED EXTERIOR
Frame:	MASNRYCONC
Roof:	ROLL COMPOSITION
Roof Structure:	BAR JOIST RIGID

Details	
Year Built	1964
Story Height	18
Floors	2
Residential Units	1
Commercial Units	0

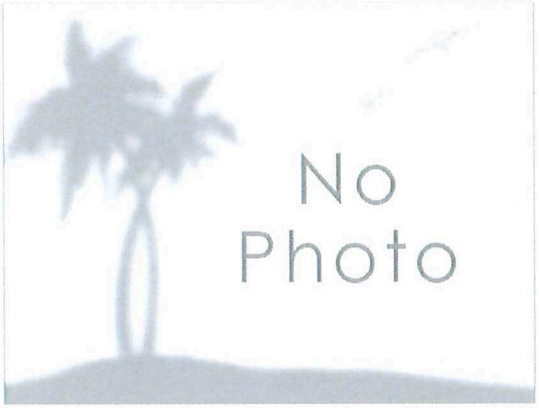
Sub-Areas	
Base Area (1st)	18,870
Base Area (2nd)	1,512
Utility Room	1,562
Total Base Area	20,382
Total Sub Area	21,944

Extra Features	
Fence - Chain Link 6'	260
Outbuilding	260
Paving - Asphalt	20,170
Covered Patio	1,264

REAL PROPERTY DETAILS

Account 2411011 - Roll Year 2023

Owners	BREVARD COUNTY
Mailing Address	345 WENNER WAY C/O ASSET MANAGEMENT COCOA FL 32926
Site Address	NONE
Parcel ID	24-36-07-00-522.1
Taxing District	15D0 - COCOA
Exemptions	EXCO - COUNTY OWNED PROPERTY
Property Use	8020 - COUNTY OWNED LAND - VACANT
Total Acres	2.27
Site Code	0350 - GRISSOM PKWY
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PT OF S 1/2 OF SW 1/4 AS DESC IN ORB 2986 PG 2344



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$10	$10	$10
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$10	$10	$10
Assessed Value School	$10	$10	$10
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$10	$10	$10
Taxable Value Non-School	$0	$0	$0
Taxable Value School	$0	$0	$0

SALES / TRANSFERS

Date	Price	Type	Instrument
03/17/1989	--	WD	2986/2344

No Data Found

REAL PROPERTY DETAILS

Account 2411010 - Roll Year 2023

Owners	SOUTHWARD PARTNERS LLC
Mailing Address	505 WILSON RD ANNAPOLIS MD 21401
Site Address	NONE
Parcel ID	24-36-07-00-522
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4900 - OPEN STOR, NEW & USED BLDG SUPP, JUNK YARDS, AUT
Total Acres	1.21
Site Code	0350 - GRISSOM PKWY
Plat Book/Page	0000/0000
Subdivision	--
Land Description	W 600 FT OF E 1250 FT OF N 247.5 FT OF SE 1/4 OF SW 1/4 AS DESC IN ORB 1231 PG 622 & 2986 PG 1109 EXC 2986 PG 2344



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$170,130	$170,650	$164,980
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$170,130	$170,650	$164,980
Assessed Value School	$170,130	$170,650	$164,980
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$170,130	$170,650	$164,980
Taxable Value School	$170,130	$170,650	$164,980

SALES / TRANSFERS

Date	Price	Type	Instrument
12/22/2005	--	QC	5590/0883
12/31/2002	$440,000	WD	4787/3179
05/01/1996	--	QC	4787/3176
09/01/1993	$75,000	PT	3333/0841
03/01/1993	$150,000	PT	3305/3889
10/01/1976	$300,000	--	1674/0190
01/01/1974	$120,000	PT	1411/0033

No Data Found

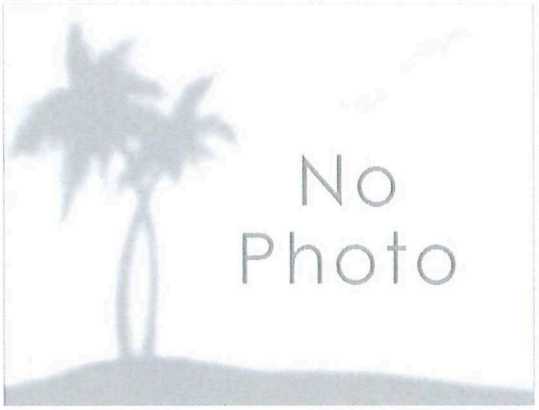
ADDITIONAL EXTRA FEATURES

Description	Units
Paving - Asphalt	26,551
Fence - Chain Link 6'	410

REAL PROPERTY DETAILS

Account 2411001 - Roll Year 2023

Owners	LEE, CHARLES R
Mailing Address	2950 S TROPICAL TRL MERRITT ISLAND FL 32952
Site Address	643 CIDCO RD COCOA FL 32926
Parcel ID	24-36-07-00-512.1
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4000 - VACANT INDUSTRIAL LAND
Total Acres	0.47
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PT OF NE 1/4 OF SW 1/4 AS DES IN ORB 1246 PG 744



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$47,590	$47,590	$43,260
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$47,590	$47,580	$43,260
Assessed Value School	$47,590	$47,590	$43,260
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$47,590	$47,580	$43,260
Taxable Value School	$47,590	$47,590	$43,260

SALES / TRANSFERS

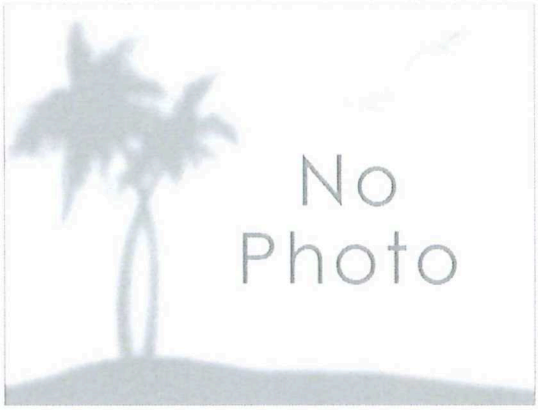
Date	Price	Type	Instrument
11/26/2018	--	QC	8317/1884
04/17/2006	$900,000	WD	5635/0001
12/01/1996	$395,000	PT	3631/1474
11/01/1980	$16,000	--	2266/1471
06/01/1980	$15,000	--	2238/1767
05/01/1972	$3,500	--	1246/0744

No Data Found

REAL PROPERTY DETAILS

Account 2442070 - Roll Year 2023

Owners	EQUIPMENT FABRICATORS INC
Mailing Address	655 CIDCO ROAD COCOA FL 32926
Site Address	655 CIDCO RD COCOA FL 32926
Parcel ID	24-36-07-00-542
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4200 - HVY IND (HVY EQUIP MFG, LG MACH SHOPS, FOUNDRIES,
Total Acres	2.98
Site Code	0001 - NO OTHER CODE APPL.
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF NE 1/4 OF SW 1/4 AS DESC IN ORB 3218 PG 1510



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$718,000	$676,550	$600,050
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$718,000	$660,050	$600,050
Assessed Value School	$718,000	$676,550	$600,050
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$718,000	$660,050	$600,050
Taxable Value School	$718,000	$676,550	$600,050

SALES / TRANSFERS

Date	Price	Type	Instrument
09/18/2001	$560,000	WD	4425/2395
06/01/1992	$288,200	QC	3218/1510

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 4200 - HVY IND (HVY EQUIP MFG, LG MACH SHOPS, FOUNDRIES, STEEL FAB PLANTS, AUTO/ACFT

Materials	
Exterior Wall:	ENAMEL STEEL , NO EXT.COVER
Frame:	STRUCSTEEL , NO FRAME
Roof:	ENAMEL METAL
Roof Structure:	STEEL TRUSS RIGID , WOOD TRUSS

Details	
Year Built	1978
Story Height	24
Floors	2
Residential Units	1
Commercial Units	0

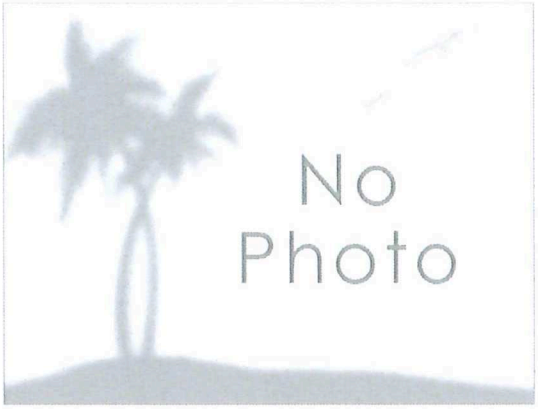
Sub-Areas	
Base Area (1st)	25,251
Base Area (2nd)	576
Open Porch	4,171
Utility Room	720
Total Base Area	25,827
Total Sub Area	30,718

Extra Features	
Insulation - Ceiling Batts OR Roll	10,725
Covered Patio	648
Outbuilding	552

REAL PROPERTY DETAILS

Account 2410992 - Roll Year 2023

Owners	GRISSOM PARK LLC
Mailing Address	6545 CAY CIR BELLE ISLE FL 32809
Site Address	NONE
Parcel ID	24-36-07-00-502
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4000 - VACANT INDUSTRIAL LAND
Total Acres	15.43
Site Code	0350 - GRISSOM PKWY
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF S 1/2 OF SW 1/4 AS DESC IN ORB 3438 PG 3235 EXC ORB 4672 PG 1979, 5834 PG 5316 PARS 532, 534 & 540



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$269,970	$269,970	$242,850
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$173,660	$157,880	$143,530
Assessed Value School	$269,970	$269,970	$242,850
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$173,660	$157,880	$143,530
Taxable Value School	$269,970	$269,970	$242,850

SALES / TRANSFERS

Date	Price	Type	Instrument
01/04/2006	$675,000	WD	5589/3032
11/30/1994	$209,100	WD	3438/3235
02/27/1984	$180,000	WD	2493/2131
12/01/1974	$92,100	--	1494/0605

No Data Found

REAL PROPERTY DETAILS

Account 2461526 - Roll Year 2023

Owners	GRISSOM PARK LLC
Mailing Address	6545 CAY CIR BELLE ISLE FL 32809
Site Address	NONE
Parcel ID	24-36-07-00-560
Taxing District	15D0 - COCOA
Exemptions	NONE
Property Use	4000 - VACANT INDUSTRIAL LAND
Total Acres	1.38
Site Code	0350 - GRISSOM PKWY
Plat Book/Page	0000/0000
Subdivision	--
Land Description	PART OF S 1/2 OF SW 1/4 AS DESC IN ORB 5834 PG 5316



VALUE SUMMARY

Category	2023	2022	2021
Market Value	$72,770	$72,770	$66,160
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$72,770	$72,770	$66,160
Assessed Value School	$72,770	$72,770	$66,160
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$72,770	$72,770	$66,160
Taxable Value School	$72,770	$72,770	$66,160

SALES / TRANSFERS

Date	Price	Type	Instrument
04/21/2021	--	QC	9097/2086
12/18/2007	--	QC	5834/5316

No Data Found

CITY OF COCOA
NOTICE OF PUBLIC HEARING
ZONING TEXT AMENDMENT

NOTICE IS HEREBY GIVEN THAT THE COCOA CITY COUNCIL PROPOSES TO CONSIDER THE FOLLOWING:

Zoning text Amendment I Ordinance 07-2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 12(A)(11) OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ADD TRUCK PARKING FACILITIES TO THE LIST OF PERMITTED USES IN THE M-2 ZONING DISTRICT; PROVIDING A DEFINITION OF TRUCK PARKING FACILITIES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

CITY COUNCIL 2nd PUBLIC HEARING WILL BE HELD ON

July 23, 2024

ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

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 BOA, P&Z Board/LPA or 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.

The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8451.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

- City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

Legislation Details (With Text)

File #:	24-410	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/19/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial. (Planning Consultant)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	301 S Cocoa Blvd Location.pdf 301 S Cocoa Blvd FLU.pdf 301 S Cocoa Blvd Zoning.pdf Exhibit D Relevant Excerpt Comp Plan Data and Analysis 2010 (1) Exhibit E - City of Cocoa Entry Signs.pdf Exhibit F - Relevant Excerpt Cocoa Redeveopment Agency Minutes 5-2002 (1).pdf 24-0200001 Application ZMA 301 S Cocoa Blvd.pdf FLU MAP FROM 2010 EAR.pdf P&Z Legal Ad Feb 7_final.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 2, 2024
Agenda Date: July 9, 2024
Prepared By: Stephen Noto, AICP - Planning Consultant
Through: Stockton Whitten - City Manager
Requested Action:
Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial.

BACKGROUND:

The applicant, Ms. Mary D. Solik, Esq., on behalf of the property owner, Biscaya Holdings, LLC., is requesting to amend the Zoning Map designation of eleven parcels totaling 1.39 acres, with the address 301 S. Cocoa Blvd., from C-P, Commercial Parkway, to C-N, Neighborhood Commercial. The eleven parcel ID numbers that encompass the Subject Property, as part of the Laphams Subdivision as recorded in 1912, are as follows:

• 24-36-33-31-A-5 • 24-36-33-31-C-1 • 24-36-33-31-D-11 • 24-36-33-31-D-12 • 24-36-33-31-D-13 • 24-36-33-31-C-2 • 24-36-33-31-*-R.1 • 24-36-33-31-*-R.2 • 24-36-33-31-*-R.3 • 24-36-33-31-*-R.4 • 24-36-33-31-*-R.5

The reason for the requested change is the applicant has identified that the existing zoning district of C-P is not an applicable zoning district with the current Future Land Use (FLU) designation of MU, Mixed Use, per Figure FLU-1 of the Future Land Use Element. The applicant is planning to redevelop the property in the future but is pursuing this step prior to the formal site plan submittal. While not made part of this submittal package, based on recent discussions with the application, the desire is to develop a “retail automotive gasoline/fuel sales as an accessory use to convenience store”, which would be a special exception use subject to certain conditions in the C-N if the rezoning were approved. However, the applicant has not identified an intended use of the property in the rezoning application. A more detailed analysis of the zoning and FLU applicability issue will be provided later in this staff report.

The subject property has had the current FLU Designation of MU, Mixed Use, since 2010. The City adopted EAR Based Amendments via Ordinance 11-2010, which included the creation of the MU Policies and Map M-I-7: Future Land Use Map. That map, which is attached to this report as a reference, shows the subject property having MU FLU.

In 2022, ModWash, LLC, applied for a Zoning Map Amendment (ZMA) and Comprehensive Plan Map Amendment (CPA) for the subject property. The CPA was to amend the future land use designation from MU, to COMM, Commercial. The ZMA request to rezone the subject property was from C-P, to C-G, General Commercial. The purpose of the requests was in order to construct a 4,320 sq. ft. self-serve carwash with amenities.
F
or a variety of factors, staff at that time recommended denial of both requests, and the project did not move forward past the May 4, 2022 Planning & Zoning Board Meeting. Some of the facts of that case are similar in this scenario, and may also be touched upon in this staff report.

Future Land Use Designation: Current: MU, Mixed Use

Zoning District: Current: C-P, Commercial Parkway

Proposed: C-N, Neighborhood Commercial

Existing Land Use: Commercial Related Amenities, Vacant Commercial Land

Council District: District 1 - Councilmember Goins

Legal Ad Date: January 23, 2024

Overview of Surrounding Area:

	Future Land Use Designations	Zoning Districts	Land Uses

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North	MU, Mixed Use	PUD, Planned Unit Development; C-N, Neighborhood Commercial	Used Automobile Sales
South	COMM, Commercial	RU-1-7, Single-Family Residential District	Garage/Auto-Body/Auto Paint Shop
East	MU, Mixed Use; COMM, Commercial	RU-2-15, Multiple Family Dwelling	Commercial Related Amenities/Dealership Sales/Service Center/Vacant Commercial Land/Parking Lot Commercial
West	MU, Mixed Use	RU-1-7, Single-Family Residential District	FEC Railroad/Recreation Hall/Vacant Commercial Land/State Owned Land-Vacant

I. Rezoning Analysis

The Planning & Zoning Division staff have addressed the criteria contained in Appendix A of the City of Cocoa, Article XXI, Section 1(G) as follows:

a. *The proposed change is contrary to the established land use pattern.*

Staff Finding: The City's FLU Map provides for a Mixed-Use (MU) FLU Corridor on the south side of SR520/King St. that extends from S. Fiske Blvd. east to Cocoa Village/Riveredge Blvd. This area falls within parts of both the Diamond Square CRA and the Cocoa CRA. As shown on the Cocoa CRA map, the MU FLU extends north at the intersection of SR520/King St. and US 1. There are a number of zoning and FLU applicability conflicts within this corridor, as many parcels have C-G and C-P zoning, which are not applicable with the MU FLU, as noted in Figure FLU-1 in the Future Land Use Element of the Comprehensive Plan.

As a result of these consistency and applicability issues, the City is embarking on a Visioning Study to best determine how to manage and direct the needed zoning changes along the corridor, while also meeting the intent of the MU FLU designation, which is copied for convenience below:

> "Per Policy 1.1.2.6: Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses

within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development. The following criteria shall be used for determining appropriate locations for mixed-use land use areas.

A. Areas within a quarter mile walking distances of public transit stations, transitional areas between high and low intensity uses, and areas adjacent to major corridors within the City are appropriate for Mixed-Use category.
B. The land development regulations implementing this category shall encourage a compact and walkable environment to reduce vehicle miles of travel and encourage use of public transit.
C. Development within mixed-use shall be encouraged to follow Transit Oriented Design (TOD) principles.
D. Unified architectural and streetscape themes are encouraged for all developments within the Mixed-Use category.
E. Mixed use buildings within a single development will be highly encouraged in this category.
F. For a mixed-use building, only retail sales, offices and services and restaurants are permitted on the ground floor.
G. If residential housing units are developed as part of a vertical mixed-use project a bonus of up to 5 units per acre may be achieved.
H. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 50% residential and 50% non-residential land area split shall be utilized."

As part of the Visioning Study, it is possible that different performance standards may be implemented within the corridor to protect neighboring uses from more intense commercial uses, such as enhanced landscape or setback standards, architectural standards, or lot design standards. Given the vision of the MU FLU designation, it is clear that a different type of development environment is desired in the area that incorporates Transit Oriented Design principles, unified architectural and streetscape themes, and encourages vertical mixed-use development, which may also impact the allowed zoning districts in the MU FLU designation and the permitted and special exception uses within those applicable zoning districts.

The City recently released RFP # P-24-04 COC, Professional Services for New Community Redevelopment Plan Update. This RFP was issued by the Cocoa Community Redevelopment Agency (CRA), the Diamond Square Community Redevelopment Agency, and the City, in order to review and update both the CRA Plan for the Cocoa CRA and the Diamond Square CRA. Of note from this update is that not only is the subject property located within the Cocoa CRA, but it is also directly adjacent to the Diamond Square CRA. Additionally, one of the Visioning and Revitalization Efforts required of the RFP includes both CRA Districts with a "particular focus on the SR 520 and US 1 corridors".

In the Data and Analysis of the City's Comprehensive Plan from 2010, as prepared by Land Design Innovations, a number statements were made, which were subsequently adopted by the City, related to mixed use development, the need for high quality redevelopment, and the City's vital corridors. The following excerpts from said document are provided for context when considering the intent of the MU FLU designation and the surrounding land use patterns of the subject property:

1. The intent of the category is to *encourage the development of compact mixed-use centers and avoid a strip commercial development pattern*. This category is not intended to require a mix of uses for each site, but rather to achieve an area-wide mix of uses.

Staff Note: The intent of the MU designation may not be fully realized through the existing land use pattern, given that the zoning districts that are currently compatible with it, per the Comprehensive Plan, allows for use types that generally are part of strip commercial development. This is one of several reasons why the City is taking on additional Visioning reviews, and why this specific request and application is not timely.

2. The Mixed-Use land use is applicable to areas generally along SR 520 (King Street) and US 1. The FLUM shows 120 acres of Mixed-Use. The City anticipates that by 2020, the mix of uses in the Mixed-Use land use category will be about 50% nonresidential and 50% residential.

3. Weaknesses identified in 2004 Analysis of Economic Development Environment in the City by the University of Florida:
    a. Too many greyfields, brownfield areas and distressed commercial corridors in the City. The U.S. 1 corridor has many vacant strip malls, which are considered unsightly and a deterrent for businesses.
    b. Need for continued and stricter aesthetics and design standards for the corridors. The buildings on the commercial corridors lack quality architecture design and landscaping and streetscape features.
    c. Lack of quality affordable housing and diversity of housing choices for middle and | upper income home buyers.
    d. Negative self-image and lack of an articulated and shared community vision of the City.

Staff Note: As seen in 3b, 3c, and 3d, above, there remains a need for the City to incorporate aesthetic and design standards for its vital corridors. While the City has taken significant efforts to assist with this effort, such as the gateway corridor signage that was installed at the intersection of SR 520 and US1, more work is required for the City to realize its ultimate goals and objectives. Without this work, the proposed rezoning would not be consistent with the established land use pattern as envisioned by the City's Comprehensive Plan.

4. SR 524, US 1, SR 501, and SR 520 are the major commercial corridors of the City. They consist primarily of auto-oriented strip shopping centers that lack adequate pedestrian and bicycle access. The developments along these corridors also lack quality architectural design and adequate landscaping and are generally poorly maintained.
5. The City adopted a Vision Plan in June 1996 to guide the future development of the City. The plan included the analysis of the physical, social and economic conditions of the City. The plan identified two primary challenges facing the City - improving the general image of the City and diversification and strengthening of the City's economic base. The Vision Plan included economic, land use, urban design, infrastructure and governmental and administrative strategies for future development, including a conceptual long range master land use plan and an action plan to implement the vision.
6. Both the 1996 vision plan and the 2006 workshop identified similar issues including lack of identity, economic development and affordable housing. The City has consistently taken efforts to address and overcome these issues by implementing the goals and objectives of the vision plan and will continue these efforts.
7. SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519) are the major commercial corridors in Cocoa. These major corridors should be developed as mix-used corridors.

Staff Note: This observations of 4-7 further emphasizes the great need for thoughtful design standards to be applied to the corridor.

The above information provides context to the historical policy direction of the City, and how additional work is needed to ensure that these policies are seen through. The existing land use pattern of the area can be generally described as strip commercial that has either gone through multiple generations of re-use or been redevelopment in a manner that is not realizing the full desire of the mixed-use policies or desires of the City that have been consistent for close to thirty years. It would be of great benefit to the City that this vital corridor, which impacts both the Diamond Square and Cocoa CRA's, as well as the Cocoa Village, be development in a manner that meets the full intent and requirements of the code.
As mentioned above, there is one structure of significance north of this site in the Florida Department of Transportation (FDOT) right-of-way (ROW). The structure is one of the four "Cocoa" signs as depicted in Exhibit E. The four corners of the major arterial intersection are the western historical entrance to Cocoa Village and the Cocoa Community Redevelopment Agency (CRA). The work to make the intersection prominent began in May of 2002 when the Cocoa Redevelopment Agency voted to start the process to vacate Stone Street and to acquire the needed properties for the sign. See Exhibit F. Cocoa Redevelopment Agency minutes show the desire to redevelop the land at this

intersection since 2002. It is important that this prominent corner, announcing the entrance to downtown Cocoa, be developed consistently with the City's expressed long -term land use goals and vision for the corridor, which is a mixed-use center.

As such, the permitted uses in the C-N should be analyzed in light of mixed-use center policies of the City Council and the existence of the "Cocoa" sign directly in front of the subject property, making it one of the most prominent gateways of the City. The C-N district would allow:

(1) Retail stores, sales and display rooms (except automotive) and similar uses, including places such as bakeries in which goods are produced and sold at retail upon the premises.
(2) Personal service establishments such as beauty and barbershops, laundry and dry cleaning pickup stations, tailor shops and similar uses.
(3) Professional offices, studios, clinics, laboratories, general offices and similar uses.
(4) Restaurants, subject to the following:
a. Outdoor entertainment shall be prohibited;
b. The restaurant shall be required to close no later than 10:00 PM on Sunday through Thursday and no later than 12:00 AM on Friday and Saturday; and
c. Walls and/or opaque vegetative screening buffers shall be required between the restaurant and adjacent properties with residential zoning designations.
(5) Multiple-family and single-family residences as regulated in section 5, RU-2-15 District.
(6) Financial institutions.
(7) Pharmacy, medical marijuana treatment center dispensing facilities, apothecary and optical services. Medical marijuana treatment center dispensing facilities shall not be located within five hundred (500) feet of the real property that comprises a public or private elementary, middle or secondary school, unless the city council approves the location at a public hearing and determines that the location promotes the public health, safety, and general welfare of the community, or as otherwise provided in F.S. Ch. 381, as may hereafter be amended.
(8) Child care centers, day nurseries of kindergartens.
(9) Package store, beer and wine.

In addition, special exception uses that would be permitted include bars and lounges, with or without a package store; package stores; and retail automotive gasoline/fuel sales as an accessory use to convenience stores, with certain conditions.

Many of these uses may not be desirable at the most prominent gateway to the City nor consistent with the mixed-use vision, including pharmacies and medical marijuana treatment center facilities, package stores, and bars and lounges.

b. *The proposed change would create an isolated district unrelated to adjacent and nearby districts.*

Staff Finding: As seen on the City's zoning map, the corridor in general is a mix of C-G, C-P, and C-C zoning. The closest parcels with C-N zoning are at the intersections of Blake Ave. and Bernard St., the western terminus of Whaley St. (Emma Jewel Charter Academy), and a parcel at the termini of Bernard St./Thomas Ln./Pineapple Ave. that is owned by the City. None of those parcels have the MU FLU designation, however. Other C-N parcels are generally located on Peachtree St. between Pineda St. and Prospect Ave., as well as a portion of the northeast side of the City along SR 524, 501, Dixon Blvd. and US 1. The locations, however,

have FLU designations of Neighborhood Commercial (NCOMM) or Commercial (COMM). None of the properties with a current C-N zoning district have frontage along SR 520 or are located in the SR 520 corridor. The closest C-N zoned property is located 0.35 miles away, which would result in an isolated zoning district were the subject property be rezoned as C-N.

Additionally, the locations of said existing parcels with C-N zoning better meet the intent of the C-N district as defined in Section 11: "The provisions of this district are intended to apply to an area adjacent to major arterial streets and convenient to major residential areas. The types of uses permitted are intended to serve the consumer needs of nearby residential neighborhoods as well as the commercial needs of the motorist. Lot sizes and other restrictions are intended to reduce conflicts with adjacent residential uses to minimize the interruption of traffic along thoroughfares."

Access to nearby neighborhoods is very complex in this area. Due to the vacation of Stone St., and subsequent lack of pedestrian connectivity to the Diamond Square neighborhood to the west, accessibility to the site is limited to mainly vehicular use. While there are multiple curb-cuts and access points from SR 520/King St. and the prior Stone St. right-of-way (ROW) curb cut on U.S. 1 east of the railroad tracks, it is very unclear how the intent of both the MU FLU designation and C-N zoning will be met. In fact, for all of the aforementioned existing properties with C-N zoning, they each are located directly adjacent to property that is zoned for residential purposes, such as RE (Residential Estate), RU-1-7 (Single Family Residential), RU-2-15 (Multiple Family Dwelling District). These locations are consistent with the intent of the C-N district to be located "convenient to major residential areas."
In this case, the proposed C-N rezoning would not be located conveniently to a major residential area as it is separated from the Diamond Square residential community by the railroad tracks as well as both C-W and C-G zoned property lining the railroad tracks on the western side.

Based on an analysis of both the zoning and FLU maps, there does not appear to be one parcel within the City that has the MU FLU and the C-N zoning designation. As part of the applicant's petition, they noted that adjacent and nearby properties all have commercial zoning (none neighborhood commercial). While there is a mixture of commercial zoning districts in the area, the application did not provide the additional detail that the C-G and C-W parcels to the west, on the southside of SR520/King St., and the C-P parcels in the immediate area, are not applicable with the MU FLU designation as shown in Figure FLU-1 of the Future Land Use Element. As previously noted, the City has identified these inconsistencies and has begun a Visioning study to determine the most appropriate manner to encourage consistency between the zoning categories and the Comprehensive Plan, as well as two CRA studies to best determine the appropriate redevelopment strategies of the SR 520 and US 1 corridor.

c. *The proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.*

Staff Finding: The proposed change has the potential to alter the population density pattern. While the application has stated that no residential development is proposed, the application also did not provide a conceptual plan to detail what the proposed development is. As such, the proposed zoning district of C-N, Neighborhood Commercial, does allow, by right, multiple-family and single-family residences, as regulated in Section 5, RU-2-15 District. The RU-2-15 district allows a maximum of 15 dwelling units per acre, which could yield a maximum of 21

dwelling units on the Subject Property. As previously noted, impacts to the streets and access are also unknown due to the existing curb cuts on SR 520/King St., US 1, and Stone St. Without a full analysis, the impact to public facilities is unknown.

d. *Existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Staff Finding: The existing boundaries are not illogically drawn in relation to existing conditions on the property. The property is currently vacant. While rezoning it to C-N would resolve the applicability and consistency with the MU FLU, as previously noted, there are no other C-N properties in the area, and would therefore create an isolated district that is illogically drawn. The existing C-P zoning district is consistently found on the four corners of the U.S.1 and SR 520 intersection and south of the subject property.

By contrast, were the property to be rezoned to C-N, the intent of the district would not be met based on the location and conditions of the existing property due to its lack of convenience to adjacent neighborhoods.

e. *The proposed change would be contrary to the Future Land Use Map and would have an adverse effect on the Comprehensive Plan.*

Staff Finding: The existing FLUM designation of the subject property is MU. The proposed rezoning would be consistent with Figure FLU-1 of the Future Land Use Element as C-N is identified as an applicable zoning district within the MU designation.

The MU district is detailed as follows:

> Policy 1.1.2.6: Mixed-Use (MU). The Mixed-Use land use category is intended to provide a mixture of residential, commercial, office, recreational and institutional uses along the major transportation corridors (such as SR 520 and US 1). The mixed-use could be developed as single uses on separate parcels or as a mixture of uses within a single development. Based on current land use trends, the City estimates that the mix of uses in the mixed-use category will be 50 percent residential and 50 percent non-residential. The Floor Area Ratio (FAR) measure shall not be applied to residential developments, or the residential portion of a mixed-use building or development. The following criteria shall be used for determining appropriate locations for mixed-use land use areas.
>
> A. Areas within a quarter mile walking distances of public transit stations, transitional areas between high and low intensity uses, and areas adjacent to major corridors within the City are appropriate for Mixed-Use category.
> B. The land development regulations

implementing this category shall encourage a compact and walkable environment to reduce vehicle miles of travel and encourage use of public transit.

C. Development within mixed-use shall be encouraged to follow Transit Oriented Design (TOD) principles.

D. Unified architectural and streetscape themes are encouraged for all developments within the Mixed-Use category.

E. Mixed use buildings within a single development will be highly encouraged in this category.

F. For a mixed-use building, only retail sales, offices and services and restaurants are permitted on the ground floor.

G. If residential housing units are developed as part of a vertical mixed-use project a bonus of up to 5 units per acre may be achieved.

H. For the purposes of analyzing public facilities impacts of proposed Future Land Use Map amendments, a mix of 50% residential and 50% non-residential land area split shall be utilized.

The application that was provided noted that the proposed uses on the property are “Commercial uses consistent with C-N zoning”. The applicant has had at least two pre-application meetings with the City in order to redevelop the property with what the Code defines as “Retail automotive gasoline/fuel sales as an accessory use to convenience stores”. That said use is a Special Exception within the C-N zoning district. In the event the applicant does pursue such a use, they will be required to meet the five (5) conditions for Retail automotive gasoline/fuel sales as an accessory use to convenience stores as detailed in Section 11(C)(10), and Article XVII, Section 2.

In addition, as mentioned earlier, the City is undertaking multiple studies to determine the best path forward to bring parcels that are not consistent with the Comprehensive Plan in to compliance, as well as how to manage the existing CRA’s. This may include further modifications to the Land Development Code having to do with design, uses, and other bulk regulations as detailed above in subsection (a).

f. *Changed or changing conditions make the passage of the proposed amendment necessary.*

Staff Finding: The existing zoning district is not compatible with the FLU designation of the subject property. As a matter of consistency and compatibility, a property should have a zoning district that is compatible with the FLU designation. However, the corridor has not seen significant change that would make the proposed amendment necessary. The MU FLU was established in 2010 in an effort to promote mixed-use developments. As previously noted in the report, this specific intersection is seen as having high importance to the Diamond Square CRA, Cocoa CRA, SR 520/US1 intersection, and the Cocoa Village. A more appropriate zoning strategy should be undertaken to support redevelopment on the subject property, that

is consistent with the vision and possible changing conditions in the corridor.

g. *The proposed change will adversely influence living conditions in the neighborhood.*

Staff Finding: The Subject Property was previously developed with commercial uses with curb -cuts on SR520/King St. and US1. The impact to the surrounding neighborhoods is unknown as a final use is unknown. The applicant or eventual developer of the subject property will be required to meet or exceed the requirements of the Land Development Code and Comprehensive Plan.

h. *The proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

Staff Finding: The proposed change may impact traffic congestion and flow, however the full impacts will not be fully reviewed until site planning when a traffic study is reviewed. It is anticipated that the number of curb cuts will be modified to better limit access.

i. *The proposed change will create a drainage problem.*

Staff Finding: No drainage problems are anticipated as a result of the rezoning. Any new construction would be required to comply with all applicable regulations and permitting requirements.

j. *The proposed change will seriously reduce light and air to adjacent areas.*

Staff Finding: Any new construction is required to meet the requirements of the City Code to ensure light and air to adjacent areas are not reduced. It is not anticipated that this project will bring such negative impact.

k. *The proposed change will adversely affect property values in the adjacent areas.*

Staff Finding: It is not anticipated that property values would be affected by the proposed rezoning. Uses that are similar in nature generally have a positive value impact upon each other.

l. *The proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.*

Staff Finding: It is not anticipated that the proposed rezoning would be a deterrent to the improvement or development of adjacent property. Development of the property will be self-contained, which will result in little to no impact on the improvement or development of other properties but result in an overall negative impact to the MU FLU vision.

m. *The proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Staff Finding: The proposed change will not constitute a grant of special privilege to the

property owner of the subject property as contrasted with the public welfare.

n. *There are substantial reasons why the property cannot be used in accord with existing zoning.*

Staff Finding: The existing C-P zoning is not compliant with the existing FLU designation of MU, Mixed Use. A zoning change is required to redevelop the property. However, as noted previously, greater coordination is needed between the applicant and the City to maximize the existing growth policies, existing vision, and visioning scopes that will impact the development potential of the property.

o. *Whether the change suggested is out of scale with the needs of the neighborhood of the city.*

Staff Finding: The proposed rezoning creates a situation whereby the zoning category that is requested would be the only property with the requested category of C-N. The impacts of such a change is unknown and as a result, the City is beginning a visioning exercise of the corridor to better understand how to bring the zoning and FLU designations in to compliance. That action will be provide better direction and understanding of what the needs of the neighborhood and City are.

p. *It is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Staff Finding: The applicant has stated on the application that without the change, the property owners are deprived of any use of their property.
As explained above, the City is embarking on a Visioning Process to ensure that an appropriate zoning designation with design standards and regulations consistent with the MU FLU will be applied as soon as possible. The application further details that the proposed use is “Commercial uses consistent with C-N zoning”. As previously noted, the applicant has had multiple pre-app meetings outlining their intent to construct a “Retail automotive gasoline/fuel sales as an accessory use to convenience stores”. There are many other sites where such a use could occur, though the applicant does not own those parcels.

Consistency with Comprehensive Plan Policies and Objectives

The proposed C-N zoning is applicable with the MU FLU designation per Figure FLU-1 in the Comprehensive Plan. However, there are concerns with some of the uses of C-N and their consistency with MU Policy 1.1.2.6.

As has been noted in the staff report, the City is undertaking significant visioning studies to manage the zoning and future land use consistency issues along the SR520 and US 1 corridor. Such efforts are supported by the Comprehensive Plan via the following policies:

- FLU Element, Objective 1.1.10: The City shall maintain, amend and develop land development regulations that guide future growth and development, discourage the proliferation of urban sprawl and implement the goals, objectives and policies of this comprehensive plan.

- Policy 1.1.10.7: Existing land uses which are incompatible or inconsistent with the City's Future Land Use Map will continue to be identified and addressed.

- Policy 1.1.10.8: Within three years after the adoption of the comprehensive plan update, the

City shall have eliminated all inconsistencies between the Official Zoning Map and the Future Land Use Map.

- Policy 1.1.10.9: The City shall consider conducting a survey to identity the incompatible uses in the CRAs and major commercial corridors.

- Policy 1.1.10.10: The City shall review the non-conforming section of the land development code to ensure its effectiveness.

- Policy 1.1.10.11: Land development regulations must be made consistent with updates to the comprehensive plan within one year of the plan amendment submittal, as required by F.S.

It is noted that time has passed since certain comprehensive plan policies have been adopted, which is why the City is aggressively moving forward to rectify zoning and FLU inconsistencies.

Concurrency Management/Adequate Public Facilities

Section 15-22 of the City Code provides for a concurrency management system to ensure public facilities and services needed to support development are available concurrent with the impacts of such development and that development orders and development permits are not issued in a manner that will not result in a reduction in the levels of service below the adopted level of service standards adopted by the City for public facilities and services, as contained in the City's adopted Comprehensive Plan.

Consistent with the requirements of Article IV (Concurrency Management System), Chapter 15 of the Code of the City of Cocoa, the applicant/developer will be required to submit a final application for concurrency review prior to issuance of any City of Cocoa permits. If capacity issues relating to any public facilities or services regulated by the City of Cocoa adopted Comprehensive Plan is identified, necessary and appropriate mitigation will be required to be addressed prior to construction. However, because the maximum density remains unchanged, no further impact to public facilities is anticipated.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

On February 7, 2024 the Planning and Zoning Board recommended denial to City Council.

RECOMMENDED MOTION:

Request to Postpone Consideration of a Zoning Map Amendment consistent with Appendix A, Zoning, Article XXI, to change the Zoning Map designation of 11 parcels totaling 1.39 acres from C-P

(Commercial Parkway District) to C-N (Neighborhood Commercial) as depicted on Exhibit A.



N

COCOA
FLORIDA

301 S Cocoa Blvd Location

January 11, 2024

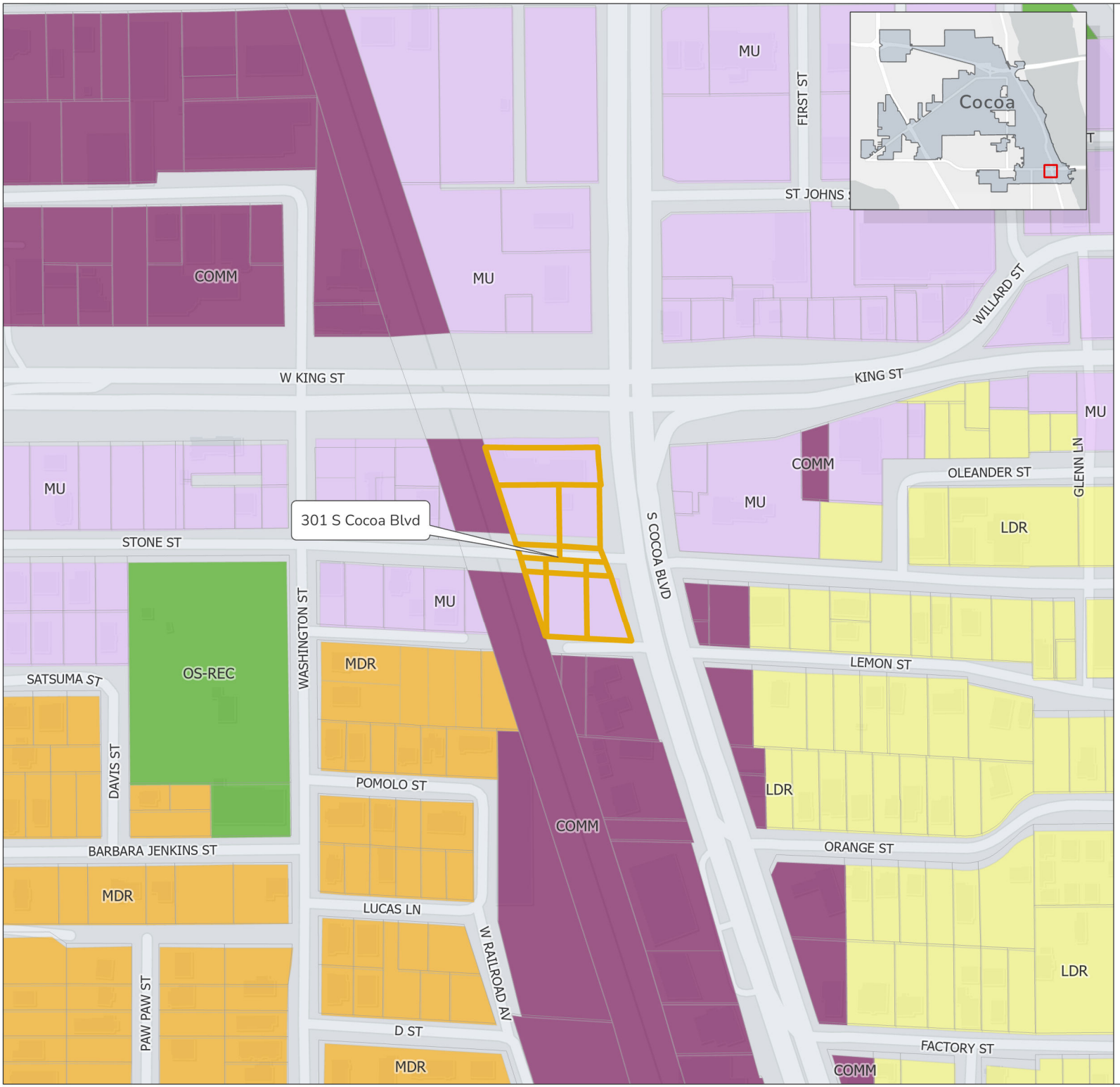
Subject Parcels

Parcels

Cocoa City Boundary

0 200 400 Feet

P20240108-103001.0.1



301 S Cocoa Blvd Future Land Use

January 11, 2024

N

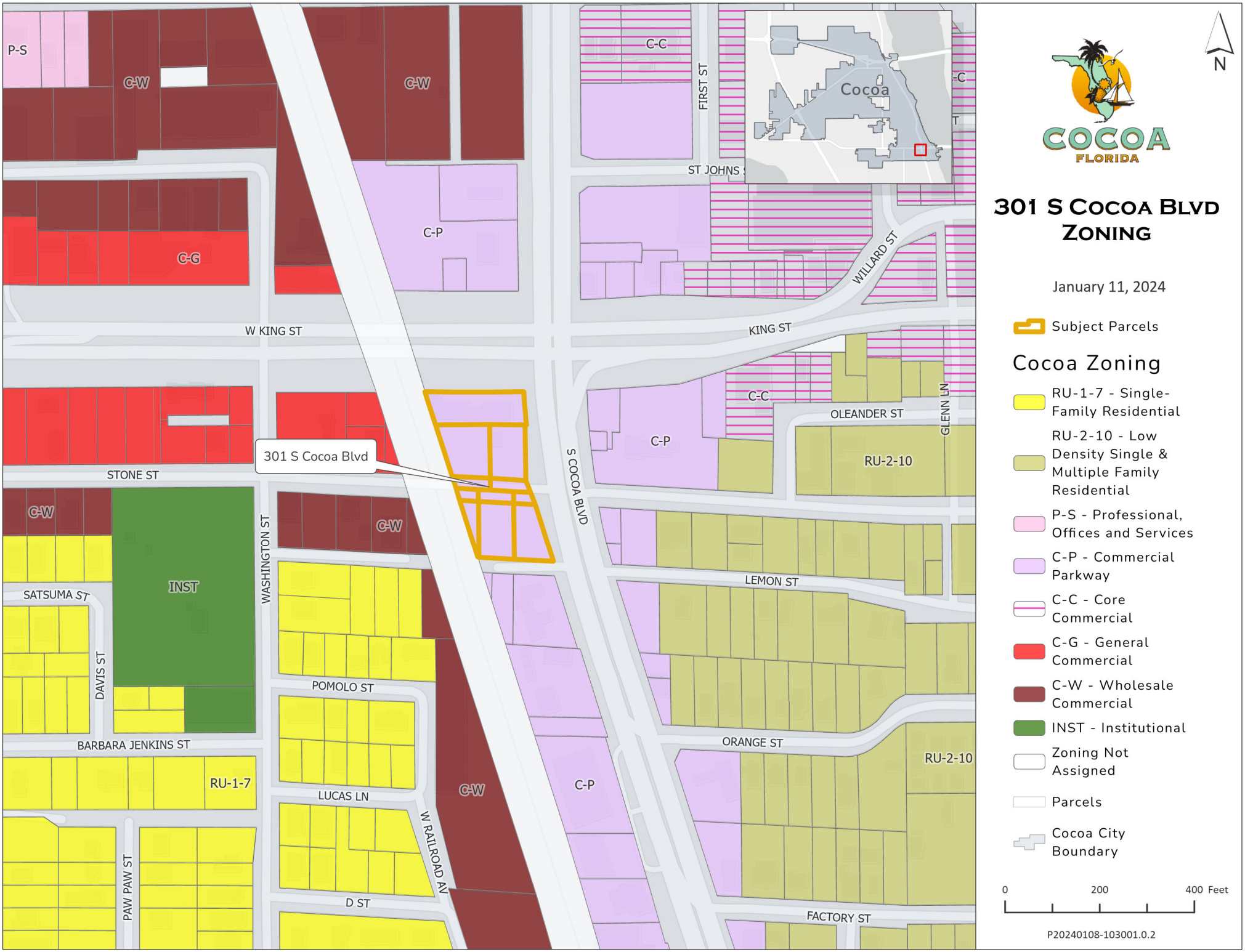
Subject Parcels

Future Land Use

- Low Density Residential
- Medium Density Residential
- Commercial
- Mixed Use
- Recreation/Open Space
- Parcels
- Cocoa City Boundary

0 200 400 Feet

P20240108-103001.0.3



COCOA
FLORIDA

N

301 S Cocoa Blvd Zoning

January 11, 2024

Subject Parcels

Cocoa Zoning

- RU-1-7 - Single-Family Residential
- RU-2-10 - Low Density Single & Multiple Family Residential
- P-S - Professional, Offices and Services
- C-P - Commercial Parkway
- C-C - Core Commercial
- C-G - General Commercial
- C-W - Wholesale Commercial
- INST - Institutional
- Zoning Not Assigned
- Parcels
- Cocoa City Boundary

0 200 400 Feet

P20240108-103001.0.2

CITY OF COCOA
COMPREHENSIVE PLAN

DATA & ANALYSIS

October 2010

Prepared By:

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Community Development Department
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By adding the approved units (2,750 units) and the potential units (3,453 units), the City has a total development potential of 6,203 new residential units. By 2020, the City would have 14,735 dwelling units, which is calculated by adding the potential new units (6,203) to the existing units (8,532). Comparing the need (15,027) with the holding capacity (14,735), the City will have a deficit of 292 residential units.

Residential development will be accommodated based on the following ranges of density (see mixed-use category below for additional areas allowing residential uses):

- Very Low Density Residential – Up to 4 units per acre
- Low Density Residential – Up to 7 dwelling units per acre
- Medium Density Residential – Up to 15 dwelling units per acre
- High Density Residential – Up to 25 dwelling units per acre

c. Future Commercial Land Use

The commercial category will primarily consist of commercial and office uses. Projections of future commercial land were based on current ratio of land use to population. Based on the 2009 population of 16,825, the ratio is currently 30 commercial acres per 1,000 residents. This ratio includes the commercial development included within mixed-use areas. Applying the 2009 ratio to the 2020 population projection, the City would need a total of 906 commercial acres.

Economic development is one of the big focuses of the City. In order to encourage economic activities, the City needs to increase the current land use allocation percentage for the commercial activities. The FLUM designates 1,150 acres of commercial land use. The acreage is split between commercial acres (867 acres/77%) and neighborhood commercial acres (284 acres/23%).

d. Future Mixed-Use Land Use

In addition to the more traditional commercial land use category, the City is establishing a mixed-use land use category to support commercial development in a mixed-use setting with supporting residential uses. The intent of the category is to encourage the development of compact mixed-use centers and avoid a strip commercial development pattern. This category is not intended to require a mix of uses for each site, but rather to achieve an area-wide mix of uses.

The Mixed-Use land use is applicable to areas generally along SR 520 (King Street) and US 1. The FLUM shows 120 acres of Mixed-Use. The City anticipates that by 2020, the mix of uses in the Mixed-Use land use category will be about 50% non-residential and 50% residential.

e. Future Regional Activity Center

The Regional Activity Center (RAC) land use category allows compact, high intensity and mixed-use developments on parcels with land area of 50 acres or more. The amount of RAC acreage required to meet future growth is shown in **Table I-4**. Currently, there are approximately 270 acres of land designated RAC on the FLUM. The RAC areas are located at the intersection of I-95 and SR524, known as Brevard

Crossings Regional Activity Center. The RAC acreage is not expected to grow through the planning horizon.

f. Future Industrial Land Use

Industrial land use projections were calculated using the same basic methodology as described above for commercial lands. The amount of industrial acreage required to meet future growth is shown in **Table I-4**. Currently, there are approximately 675 acres of developed industrial lands within the City of Cocoa, or 40 acres for every 1,000 residents. Based on the projected population for 2020, there would be a need for 1,230 acres of industrial land use, using the 2009 ratio. The 2020 FLUM provides 1,245 acres for industrial uses, allowing a 15-acre surplus.

Industrial uses tend to benefit an economy more than other uses such as residential and institutional. To enable desirable future economic development outcomes, the City needs to increase the current land use allocation percentage for the industrial activities. Based upon the current work force and community needs, it is projected that the demand for industrial uses will increase. Therefore, the City may need additional industrial land acreage to meet the future demand.

g. Future Institutional Land Use

Currently, the City of Cocoa has a low percentage of institutional land use as a percentage of overall land use The institutional uses owned by non-profit and public organizations do not contribute to ad-valorem taxes; therefore, a smaller percentage of these uses is not a negative indicator for the City. However, the City needs land in this category to accommodate those institutional uses that are generators of public activities (such as civic centers, museum and arena) to offset lost ad-valorem taxes from other institutional uses that do not pay ad-valorem taxes. Based upon an analysis of existing and future needs, the City anticipates the need to acquire additional land to accommodate its public facility and service functions as the population increases. **Table I-4** indicates an increase in demand for institutional acres (1,140 acres by 2020 over the 626 acres in 2009). The increase is based upon an average of 37 acres per 1,000 residents. The 2020 FLUM shows a total of 249 acres of institutional land use, which indicates a deficit of 891 acres. Therefore, the City needs additional institutional land acreage to meet the projected future demand.

h. Future Recreation/Open Space Land Use

Currently, the City of Cocoa has 156.66 acres of recreation and open space lands within the City, 71 acres of which are designated Recreation and Open Space on the Future Land Use Map. This translates into an actual level of service of 6.91 acres/1,000 population. With a projected total population of 30,656 persons by 2020, the City will have an excess of 118.34 acres of recreation and open space land to meet the future demand. Therefore, it is not anticipated that the City will require additional lands for the Recreation and Open Space future land use category over the 10 year planning horizon.

i. Future Conservation Land Use

This land use category includes those lands that contain valuable and threatened natural resources such as floodplains, estuarine properties and unique ecological communities. Several areas in the central portion of the City and along US 1 have already been designated as conservation, but there may be other noteworthy areas identified in the future which may be considered for conservation designation on the Future Land Use Map. Additional conservation lands can also be anticipated with annexations of natural resources.

4. Need for Redevelopment

The City of Cocoa contains limited areas of blight characterized by aging buildings, inadequate and obsolete infrastructure and lack of employment opportunities. Under Florida law (Chapter 163, Part III, F.S.), local governments are permitted to designate areas as Community Redevelopment Areas where deterioration is severe or widespread. The City of Cocoa has established three community redevelopment areas (CRAs), including the Cocoa (Downtown) CRA, the U.S. 1 Corridor CRA and the Diamond Square CRA, encompassing a total 1,403 acres. **Map I-8** shows the location of the City's redevelopment areas.

The Cocoa (Downtown) CRA was established in 1998 and encompasses approximately 280 acres, with its boundaries extending north to Mitchell Street, south to the City limits, west to the railroad tracks and east to the Indian River Lagoon. The Cocoa Community Redevelopment Agency sponsors a Commercial Façade Improvement Program to benefit property owners in the Cocoa (Downtown) CRA. Matching grants of up to $10,000 are available per commercial parcel to qualified owners. Cocoa Village, located in the Cocoa downtown CRA, is the best example of the City's successful redevelopment efforts.

The U.S. 1 Corridor CRA was established in 1998 and encompasses approximately 805 acres, with its boundaries extending north to Clearlake Road, south to School Street, west to the Fiske Boulevard and east to U.S. 1. The U.S. 1 Corridor Redevelopment Agency also sponsors a Commercial Façade Improvement Program. Matching grants of up to $10,000 are available per commercial parcel to qualified owners.

The Diamond Square CRA, created in 1998, is located on the southern border of the City and is approximately 318 acres in size. The Diamond Square CRA encompasses the area bordered by Oleander Road on the west, School Street on the north, railroad tracks on the east and Poinsetta Drive on the south. The Diamond Square Redevelopment agency sponsors façade improvement programs that offer a matching grant of up to $2,500 per residential parcel and $10,000 per commercial parcel to qualified owners. The agency provides funding at a maximum of $2,000 per program to programs whose services are located within the Diamond Square CRA and whose program goals match one or more of the goals of the agency. The agency also offers a first time homebuyers program and a drainage improvement program.

In addition to the creation of the community redevelopment areas, the City has focused other targeted efforts on economic development in the City. Economic Development is discussed in **Section E** of this element.

5. Proposed Development and Redevelopment of Flood Prone Areas

Floodplain areas, as defined by the Federal Emergency Management Agency, include the 100-year floodplain (Zone AE) and the velocity zone (Zone VE). Flood-prone areas in Cocoa are depicted in **Map XII-2** in the Conservation Element. Much of the development within flood-prone areas occurred before the adoption of state and local regulations in the early 1980's.

Implementation of the comprehensive plan goals, objectives and policies and enforcement of the land development regulations will direct new growth away from areas particularly susceptible to flooding from severe storms or hurricanes and will ensure that all redevelopment activities will be consistent with regulations that result in their safe construction.

6. Dredge Disposal

As noted in the inventory section, there are currently no dredge spoil sites within the City.

7. Hazard Mitigation

The Brevard Local Mitigation Strategy is the guiding plan for local governments in the County's coastal planning area. The City has not prepared a Post-Disaster Redevelopment Plan, nor has Brevard County.

The City of Cocoa's coastal planning area includes the parts of the City that are adjacent to the littoral area along the Indian River Lagoon. The entire coastal planning area within the City of Cocoa is predominantly developed. There are a number of water-dependent uses, including recreation sites, boat ramps and marinas. None of the water-dependent land uses can be relocated. In addition to these water-dependent uses, there are a number of single family residential uses and water-related uses in the coastal high hazard area. Water-related uses include numerous commercial enterprises, such as boating and other marine related facilities. There are also several publicly owned parks along the Indian River Lagoon. The City does not currently anticipate the need to relocate, modify, or acquire any of these uses which it does not already own. However, in the wake of a storm event, City personnel will make inspections of all damaged structures. When the City has determined that a structure has suffered damage of greater than fifty percent (50%) of its value, the City will require that the owner rebuild landward of the existing structure or modify the structure in such a way that additional damage is unlikely. In some instances, the City may consider acquiring damaged structures and their lots in order to expand park areas or prevent build-back in areas of extensive erosion.

The City is mostly built out within the coastal planning area with the exceptions of one or two sites on the Indian River Lagoon. The vacant areas consist primarily of low density residential properties with some scatted commercial properties within the downtown. Commercial and residential land uses within this area are expected to continue as the predominant activities. The City of Cocoa land development code addresses lot coverage, setbacks from wetlands and water bodies, and protection of native vegetation by new development and redevelopment projects. Therefore, no special consideration for proposed land uses is necessary over and above those required to deal with the existing land uses addressed above. However, if older neighborhoods or communities are scheduled to be

revitalized or redeveloped, hazard mitigation should be an aspect considered and integrated into the project prior to the time of development approval.

D. GREEN HOUSE GAS REDUCTION AND ENERGY CONSERVATION

Greenhouse gases (GHGs) are the gases in the atmosphere that trap heat. Carbon dioxide, methane, nitrous oxide, ozone and fluorinated gases are some of the most abundant GHGs in the atmosphere. Some of the GHGs, such as carbon dioxide, occur naturally in the atmosphere through natural processes and human activities. Other greenhouse gases (e.g., fluorinated gases) are created and emitted solely through human activities. The greenhouse gases that enter the atmosphere because of the human activities are listed below.

- Carbon Dioxide - Burning of fossil fuels (oil, natural gas, and coal), solid waste, trees and wood products, and also as a result of other chemical reactions (e.g., manufacture of cement).
- Methane – Production and transport of coal, natural gas, and oil. Methane emissions also result from livestock and other agricultural practices and by the decay of organic waste in municipal solid waste landfills.
- Nitrous Oxide – Agricultural and industrial activities, as well as during combustion of fossil fuels and solid waste.
- Fluorinated Gases (also known as High Global Warming Potential Gases) – Variety of Industrial processes.

While greenhouse gases play a vital role in maintaining the necessary conditions for life on Earth, the rapidly increasing concentrations of these gases are causing a rise in global temperature – Global Warming. It is now apparent that the increasing atmospheric concentration of GHGs resulting from human activities is changing the climate in ways that pose serious risks to citizen's health, economy, and environment. The Florida Legislature enacted House Bill 697 in its 2008 session. HB 697 amended Chapter 163, F.S. to address green house gas reduction and energy conservation through comprehensive plans. Chapter 163.31776(a), F.S., requires that the Future Land Use Element include greenhouse gas reduction strategies and energy efficient land use patterns, accounting for existing and future energy electric power generation and transmission systems.

The land use pattern plays a significant role in reducing vehicle miles travelled (VMT) and thus in reducing energy consumption and its associated GHGs emission. VMT can be reduced by promoting strategies such as compact development, high density development arranged to encourage pedestrians, bicycle and transit use, transit oriented development and mixed-use development. The preservation of historic buildings and their adaptive reuse result in energy conservation. These buildings are typically closer to population centers and adaptive reuse generally involves lower impacts on natural resources than new construction. The use of "green" building standards, as opposed to conventional codes, results in energy conservation. In addition, protecting and enhancing green spaces provides natural carbon sinks in soils, vegetation and streambeds to mitigate carbon emissions.

Implementation of the City of Cocoa's comprehensive plan goals, objectives and policies and enforcement of the land development regulations will reduce urban sprawl and VMT, encourage more mixed-use development in specific areas in the City, preserve green space and promote education of citizens in energy conservation measure and practices.

E. ECONOMIC DEVELOPMENT

Economic development must be considered as part of the City's long term plans in concert with planning for land use, transportation facilities and other services in order to coordinate the targeted location and support for business and industry. For the City of Cocoa, economic development is defined as a strategic program to:

- Increase the standard of living and quality of life for City residents.
- Stimulate job growth and provide higher-income jobs for residents.
- Diversify the local economy to provide stability during economic downturns and to provide a steady and growing tax base.

1. Current Economic Development Programs

The City's Office of Economic Development (ED) is responsible for all the economic development activities in the City. The goal of the ED Office is to strengthen and diversify the City's economy and expand the tax base, while enhancing the quality of life enjoyed by current residents, businesses and visitors. The City has taken several steps since 2000 to foster the entrepreneurial environment by encouraging new business formation, retaining and improving success of existing business and attracting businesses.

The City of Cocoa is a member of a non-profit organization known as the Economic Development Commission (EDC) of Florida's Space Coast. The EDC provides education, training and financial incentives to the businesses that are trying to expand and relocate in the Space Coast area. The City works closely with the EDC on projects planned in Cocoa.

The City offers a variety of local, state and federal programs and incentives to businesses that locate, expand and do business in Cocoa, including:

- *Florida Enterprise Zone*: Enterprise Zones encourage economic growth and investment in distressed areas by offering tax advantages and incentives to businesses locating within the zone boundaries. In 2002, the City adopted an enterprise zone boundary (see **Map I-9**) and the corresponding Enterprise Zone Strategic Plan. The City was awarded Enterprise Zone 501 (EZ 501) in 2003.
- *Small Business Assistance Program*: The City offers financial assistance to new and expanding businesses with costs associated with small-scale infrastructure project and development fees.
- *Tax Abatement Program*: This program offers a City ad valorem tax exemption for new and expanding businesses within the City. The scope of exemption is generally determined by the number of new jobs created, as well as the wages associated with the newly created jobs.
- *Foreign Trade Zone*: A Foreign Trade Zone (FTZ) is land deemed to be outside the United States customs territory for purposes of duty assessment. Companies located in a foreign trade zone are able to defer, reduce and/or eliminate import duties. When goods are withdrawn from the FTZ and entered into the commerce of the United States the appropriate duty is levied upon the goods, if applicable. The City of Cocoa Foreign Trade Zone offers significant benefits for many types of businesses that import goods. Almost 24 acres of Foreign Trade Zone # 136 lie

within the City of Cocoa, located at the TATE Industrial Park. **Map I-9** shows the boundary of Foreign Trade Zone in the City.

- *Historically Underutilized Business Zones* (HUBZones): The program provides federal contracting and sub-contracting opportunities for qualified small businesses located in designated areas. The City has two census tracts that are designated non-metropolitan HubZones by the U.S. Small Business Administration.
- *Brownfield Redevelopment Program*: In 2003, the City of Cocoa established a Brownfield Redevelopment Program, which is funded through a Brownfields Assessment Grant by the U.S. Environmental Protection Agency (EPA). The redevelopment plan offers environmental Site Assessments to determine the nature and extent of contamination, facilitates applicants' participation in the State's Program, assists with redevelopment planning, provides coordination between intergovernmental agencies and participates in promotions for brownfield sites/projects.

2. Analysis of the Economic Development Environment in Cocoa

In 2005, the City and the University of Florida conducted a comprehensive assessment of the economic development environment in the City of Cocoa. The strengths identified in the report included:

- Strategic location that provides excellent access to the regional market, yet offers the advantage of more accessibility and lower costs.
- Good primary transportation infrastructure including excellent road network that provides a location incentive to businesses seeking sites in close proximity to interstate highways for major freight transport. The City is also in close proximity to Port Canaveral, which is the second busiest cruise port in the world.
- Rich valuable history that can be seen in its Victorian homes, historic hotels and the historic Cocoa Village. The Village has year-round special events and a variety of restaurants and shops, many locally-owned and arts-based.
- Positive City government willing to annex surrounding properties and to create and implement economic development plans to rebound from problems that have plagued the City.

The weaknesses identified in the report included:

- Too many greyfield, brownfield areas and distressed commercial corridors in the City. The U.S. 1 corridor has many vacant strip malls, which are considered unsightly and a deterrent for businesses.
- Need for continued and stricter aesthetics and design standards for the corridors. The buildings on the commercial corridors lack quality architecture design and landscaping and streetscape features.
- Lack of high tech employers, high-skilled jobs, professional offices, variety of restaurants and accommodation services in the City.
- Lack of quality affordable housing and diversity of housing choices for middle and upper income home buyers.

- Negative self-image and lack of an articulated and shared community vision of the City.

The report proposed a series of implementation strategies to build on strengths, mitigate weaknesses and capitalize assets for economic development. The report also identified the following goals and objectives representing key issues that should be addressed in this comprehensive plan.

- *Employment Opportunities*: The City should support and work with County and community leaders to meet the economic diversification needs of the community with emphasis on local job creation, business expansion and attraction of high-value-added commercial activity. The employment growth in the City will benefit other existing market sectors and will generate wealth within the community.
- *Business Expansion, Attraction and Retention*: The City, County and private leadership should work together to develop and implement economic development strategies that will establish a business environment that supports the operation, retention and expansion of existing Cocoa businesses, as well as the attraction and development of new commercial enterprises.
- *Coordination of Economic Diversification Efforts*: The City and County should coordinate the collaborative efforts between the public and community leadership. The efforts should be concentrated on developing industry clusters which will make the greatest contribution to job growth and wealth creation.
- *Streamlining Permitting and Regulatory Process*: The City should provide incentives such as expedited permitting to assist higher education institutions to expand when they are ready.
- *Economic Development Advisory Board*: To involve community stakeholders, the City should create an advisory board consisting of local community and business leaders.
- *Maintain Infrastructure for Supporting Economic Development*: The City should maintain adequate infrastructure for encouraging economic activities in the industrial and commercial sectors. The City should maintain or increase the current land use allocation percentages for industrial and commercial activities for the purposes of strengthening the revenue tax base of the City.
- *Increase Tourism*: The City should develop strategies to attract tourists by expanding recreational, entertainment, environmental, and cultural activities that are clean, family friendly, diverse, and unique.
- *Encourage Growth in Regional Industries with Supporting Activities*: The City should collaborate with the greater region to identify opportunities in the related service industries present in the region. The City should also encourage employment growth in high growth industries and small businesses through various programs and public/private partnerships.

In the last few years, economic development efforts by the City have accelerated, yielding very positive results for Cocoa. The Historic Cocoa Village is an example of successful downtown redevelopment and has become a destination for tourists and residents.

F. URBAN FORM

Urban form refers to the physical layout and design of a city. Characteristics such as urban density and intensity, block layout, street layout, streetscape, building placement/orientation and location define the urban form of a city. As the development standards change in terms of the above mentioned characteristics, the urban form also changes.

Incorporated in 1895, the City of Cocoa was a fairly compact city in the early 20th century. The compact form is visible in the older areas of Cocoa including the Cocoa downtown, the Historic Cocoa Village and downtown neighborhoods, which have narrow lots, are pedestrian oriented and include a mix of uses at higher densities. In the mid-20th century, the automobile began to dominate the development market. The development moved from the inner-city to the outskirts, and was characterized by low density and auto-dependent uses. Moreover, the development of railroad and major transportation improvements disrupted older commercial and residential neighborhoods. The result of this trend was the less efficient use of the infrastructure with no pressure for infill development. The urban form of the City changed from a dense compact form to a suburban sprawl form.

The City residents and past studies have identified the negative visual character of the major transportation corridors, the lack of overall identity of the City and the negative impact of the enclaves that detract from the City's aesthetics. The widening of US 1 in the 1950's by FDOT was one of the major reasons for the poor quality development along US 1, the loss of inner-city connectivity and the loss of businesses along the US 1 corridor in the City.

SR 524, US 1, SR 501, and SR 520 are the major commercial corridors of the City. They consist primarily of auto-oriented strip shopping centers that lack adequate pedestrian and bicycle access. The developments along these corridors also lack quality architectural design and adequate landscaping and are generally poorly maintened.

The City has two large enclaves along SR 501. These enclaves contribute to loss of inner city connectivity, land use conflicts and inefficient use of existing facilities and services. Additionally, the layout of some of the urbanized areas of the City is not very well organized or interconnected. These factors contribute to an image of disorder.

The City's goal is to create a physical planning framework to improve the quality of life and to ensure that new development shapes the City into a unique community that residents can identify with. A comprehensive urban design approach, citywide and on specific areas and corridors in the City, will be required to correct the disjointed nature of the past piecemeal development.

1. Vision Plan

A Vision Plan describes the kind of community that people who live and work in it want it to become over the next 10 to 20 years. It identifies what people value and want to preserve, what improvements are needed and how change should occur. A vision plan helps in creating a positive image and community identity, which is lacking in the City of Cocoa. A positive image helps to improve public relations. The awareness of the existing and desired image of an area can be the basis for a capital improvement plan and public policy formation. A positive image is important to a City government because it reflects on the excellence of service the government provides, attracts high quality business and well educated people.

The City adopted a Vision Plan in June 1996 to guide the future development of the City. The plan included the analysis of the physical, social and economic conditions of the City. The plan identified two primary challenges facing the City – improving the general image of the City and diversification and strengthening of the City's economic base. The Vision Plan included economic, land use, urban design, infrastructure and governmental and administrative strategies for future development, including a conceptual long range master land use plan and an action plan to implement the vision. The plan identified five redevelopment goals for the City:

- **Economic Function**: Strengthen downtown and core areas of Cocoa as a mixed-use center that will attract and serve the people of the region. Create a strong new industrial employment base.
- **Regional Context**: Strengthen the Cocoa area as a unique place within the County.
- **Community Role**: Strengthen Cocoa's contribution to the general well-being of the community.
- **General Environment Character**: Improve the physical image within the City.
- **Implementation**: Enable revitalization of the City to be a successful and on-going reality.

In addition to the Visions Plan, the City held a visioning public workshop in September 2007 to obtain public input on the issues facing the community. During the workshop, the citizens and city staff identified the following two major issues within the community:

- **Housing**: An abundance of affordable housing is located within the City. The balance of incomes has shifted to a very low income base compared to the County average.
- **Revitalization**: A serious concern was acknowledged about the visual appearance of the City and the overall identity. Economic and redevelopment efforts have been arduous because of the City's appearance and unfair perception.

Both the 1996 vision plan and the 2006 workshop identified similar issues including lack of identity, economic development and affordable housing. The City has consistently taken efforts to address and overcome these issues by implementing the goals and objectives of the vision plan and will continue these efforts.

The City will also plan to invite additional community input and to update the vision plan. While updating the master plan contained in the vision plan, the City will identify the character districts in the City and their interconnectivity. The several character districts within the City of Cocoa may include:

- **City Center**: Cocoa's downtown, the City center, is located on the east side of US 1. It can be characterized as a small village business area with one-story shops and restaurants. The downtown has an excellent collection of historic buildings, many of which have been renovated for adaptive reuse. The Historic Cocoa Village is the major attraction of the area.

- **Commercial Nodes**: Other than the downtown area, there are no well defined commercial nodes within the City. The Brevard Crossing RAC, located at the intersection of I-95 and SR 524, is intended to include a mixed-use activity center; however, development has not occurred to date.
- **Corridors**: SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519) are the major commercial corridors in Cocoa. These major corridors should be developed as mix-used corridors.
- **Waterfront**: The City is located along the Indian River Lagoon. Existing land use along the Indian River is primarily medium-density residential with some commercial uses in the downtown area, most of which provide limited access to the waterfront.

2. Form-based Design Guidelines for Corridors

Design standards can be used to guide development toward creating a cohesive urban pattern of buildings and streetscapes. When the aesthetic appearance of a community is maintained or improved, a sense of pride develops for the residents, owners and merchants. The quality appearance of its commercial corridors can help the City competitively in the regional market.

The City has established form-based design standards for the Downtown Cocoa Redevelopment Area. The City is also partnering with the FDOT to widen U.S. 1 from four lanes to six lanes and to upgrade the aesthetics and design of the widening project by adding landscaping and gateway features. The City is coordinating with the Space Coast TPO and FDOT to improve the existing sidewalks and bike trails in the City.

The City should continue its efforts in the creation of a quality, safe and functional urban environment by establishing form-based design standards for the commercial corridors along SR 520, U.S. 1, SR 524, Dixon Boulevard and Fiske Boulevard (SR 519), the CRAs and the waterfront. These standards should implement the desired vision of each area.

3. Safe Community

A sense of security is one of the important characteristics of a great community. Research has shown the relationship between the environment and criminal behavior. There is a relationship between declining areas, areas of low property ownership and higher crime rates. The perception of a higher crime rate in an area results in disinvestment, a lack of maintenance and decline due to a fear of crime. In turn, the economic loss and fear escalate the opportunities for crime.

The opportunity and fear of crime can be deterred through good maintenance practices and the proper design and use of the environment. This concept is known as "Crime Prevention Through Environmental Design" or CPTED. The major premise of CPTED is that an environment can be designed to reduce the opportunities for crime and the fear of crime, without resorting to building fortresses. The primary principles of CPTED include the proper design and defined use of buildings and sites, reinforcement of territoriality and responsibility by residents, and the use of access control as well as natural surveillance.

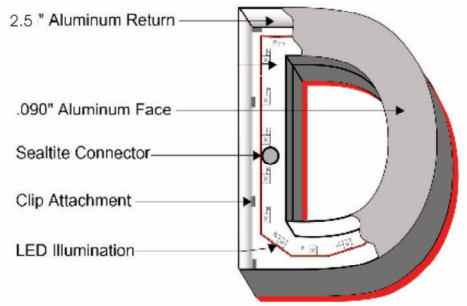
Proactive deterrence of crime depends on a thoughtful understanding of how site and building design guide human behavior. At a neighborhood scale, defining the boundaries of the neighborhood and giving it a themed identity help to establish a known "territory" that

can be defended. Defining the appropriate behavior in public areas and designing the sites to support those behaviors will deter unwanted behaviors. Controlling access to a public space so that the area can be effectively monitored and help deter vandals. Providing visual access to public areas and pedestrian routes of travel are techniques that can be applied to deter crime. The City will consider incorporating CPTED principles in its land development code.

COCOA

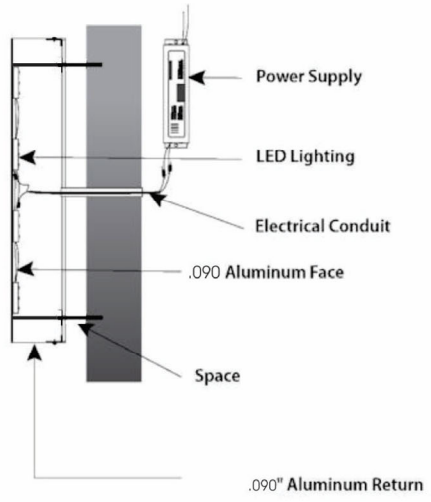
18"

108"



FRONT VIEW





4 Corners SR 520 / US Hwy 1

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SIGHT TRIANGLE 710 FEET
SOD
OVERHEAD POWER LINE
MATCHLINE: SHEET LD-6
MATCHLINE: SHEET LD-7
EXISTING R.O.W. LINE (TYP)
WATER LINE
118.0 S.Y. MULCH
1 PC
17 PM
90 JO
38 HL
LIMIT OF SOD
9 AN
9 PR-1
25.3 S.Y. MULCH
31 RIA
33 RIA
29 PA
22 JCP
25.8 S.Y. MULCH
11.8 S.Y. MULCH
15 RIA
TELEPHONE LINE
347
348
349
350
351
352
KING ST.
9
10
SANITARY LINE
22 JCP
8.2 S.Y. MULCH
10 RIA
34 PA
27.1 S.Y. MULCH
33 RIA
90 JO
17 PM
10 PR-1
1 PC
50 HL
LIMIT OF SOD
SOD
134.3 S.Y. MULCH
13.7 S.Y. MULCH
16 RIA
SOD - BAHIA
SOD-1 - ST. AUGUSTINE
SIGHT TRIANGLE REQUIRES A 2' MAXIMUM SHRUB HEIGHT AND AN 8' MINIMUM CLEAR TRUNK HEIGHT.
PROPOSED R.O.W. LINE (TYP)
36 HL
1 PC
101.3 S.Y. MULCH
SIGHT TRIANGLE REQUIRES A 2' MAXIMUM SHRUB HEIGHT AND AN 8' MINIMUM CLEAR TRUNK HEIGHT.
36 RIA
63 JO
30.2 S.Y. MULCH
15 JCP
29 PA
26.5 S.Y. MULCH
30 RIA
16 PM
LIMIT OF SOD
8 PR-1
9 AN
14.8 S.Y. MULCH
13 RIA
18.5 S.Y. MULCH
32 RIA
77 JO
27.5 S.Y. MULCH
8 PR-1
9 AN
38 HL
LIMIT OF SOD
29 PA
1 PC
18 RIA
18 JCP
104.7 S.Y. MULCH
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WATER LINE
PROPOSED R.O.W. LINE (TYP)
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SIGHT TRIANGLE 710 FEET.
OVERHEAD POWER LINE
EXISTING R.O.W. LINE (TYP)
SIGHT TRIANGLE 710 FEET
MATCHLINE: SHEET LD-7
MATCHLINE: SHEET LD-8
1 PR-2
32 LCR
13 JCP
3 LJ
56 RIA
3
ALL AREAS BEHIND SIDEWALK AND TO THE RIGHT OF WAY LINE NOT DESIGNATED AS PLANTING BEDS SHALL BE SODDED WITH SEASHORE PALPALUM.
0 10' 20' 40'
SCALE: 1"=20'
NORTH

REVISIONS					
BY	DESCRIPTION	DATE	BY	DESCRIPTION	

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
S.R. 5	BREVARD	237592-1-52-02

S.R. 5 (U.S. 1)
LANDSCAPE PLAN

SHEET NO. LD-7

MINUTES
COCOA REDEVELOPMENT AGENCY

May 7, 2002

The Cocoa Redevelopment Agency held its regular meeting on Tuesday, May 7, 2002 in the City Council Meeting Room, located at 300 Brunson Boulevard in Cocoa, as publicly noted.

I. OPENING MATTERS

Vice Chairperson Collins called the meeting to order at 7:14 p.m. The following Agency members and officials were present:

PRESENT:	Judy Parrish	Chairperson – Attended Briefly By Phone
	Jewel Collins	Vice Chairperson
	Brenda Warner	Agency Member
	Edward Lanni	Agency Member
	Harrison Vanderslice	Agency Member
	Joseph Colombo	Agency Counsel
	Anthony Garganese	Agency Counsel

STAFF: Clarence Hulse, Assistant City Manager; Donna Renberg, Grants; Kenneth Koch, Community Development Manager; John Titkanich, Economic Development Manager, Nelson Lau, Planning Manager; Chenita Joiner, Housing Manager; Marc Dick, Landscape Architect; Denise Damiano, Recording Secretary.

Ms. Collins provided the invocation, and Ms. Warner led the assembly in the Pledge of Allegiance.

II: APPROVAL OF AGENDA AND MINUTES OF PREVIOUS MEETING

AGENDA: Regular meeting of May 7, 2002

* **MOTION by Mr. Lanni; Seconded by Mr. Vanderslice, to approve the agenda.**

THE MOTION CARRIED UNANIMOUSLY (4-0)

MINUTES: Regular meeting of May 7, 2002

* **MOTION by Mr. Lanni; Seconded by Mr. Vanderslice, to approve the minutes as presented.**

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. DELEGATIONS

No delegations noted at this time.

IV. NEW BUSINESS

1. Legal Representation for the Cocoa RDA

Mr. Titkanich revealed that on April 10, 2002 a letter was received from the law firm of Brown, Ward, Salzman and Weiss stating that the law firm no longer employed the current Cocoa RDA attorney, Joe Colombo.[1] Brown, Ward, Salzman and Weiss asked if the Cocoa RDA would like to retain Mr. Colombo as counsel or if they wished to continue with the services of the law firm. Staff recommends that Cocoa RDA continue with the services of Brown, Ward, Salzman and Weiss.[2]

* **MOTION by Mr. Vanderslice; Seconded by Ms. Warner to go with the Staff's recommendation of continuing with the services of Brown, Ward, Salzman and Weiss.**

AYES: Warner, Lanni and Vanderslice.

NAYS: Collins.

THE MOTION CARRIED 3-1 with Vice Chairperson Collins dissenting.

V. OLD BUSINESS

3. Redevelopment of southwest corner of SR520 and US1

Mr. Titkanich reminded the Board that at the last meeting, Mr. Micah Savell, President of The Right Site Inc., came before the board outlining a development opportunity and asked for the boards support or direction.

Mr. Titkanich said since that time, Staff has continued discussion with Mr. Savell and a number of concerns have arisen, such as the inability to acquire the parcels in a timely manner, reasonable cost, and the main reason: one of the parcel owners is deceased with no heirs listed. It was noted that Mr. Savell has purchased the tax certificate for the property but given the lengthy process to acquire the property it would preclude development of the site because it then becomes cost prohibitive from both the stand point of Mr. Savell and an end user, such as CVS Pharmacy.

Mr. Titkanich reminded the Board that they had indicated support for the vacation of Stone Street and the development of the site and said that Mr. Savell also went to the Diamond Square Development agency and presented them with the development plan.

[1] Please see Attachment A
[2] Please see Attachment B

Mr. Titkanich reported that Diamond Square also unanimously supported the project and pledged $25,000 in Streetscape improvements to ensure pedestrian access from the neighborhood to Hwy. 520, recognizing that the Stone Street crossing at Florida East Coast Railroad would be closed. Mr. Titkanich explained that FEC had met with the City and had acknowledged that with the number of accidents they have had in the past they have been meeting with cities up and down the coast to eliminate unnecessary crossings and are beginning the process to close the Stone Street crossing. He added that it was based on those findings that the Diamond Square Board decided to pledge money and Mr. Titkanich then advised the Board that one powerful remedy or tool at the Cocoa RDA's disposal is the power of eminent domain, especially when used for the assembling of parcels.

Mr. Titkanich recommends that the Board file papers for eminent domain action for the three parcels south of Stone Street and Staff is also asking that the Board transfer money from the Signage Program in the amount of $7,500, which will be repaid at a later date once the developer acquires the parcels from the City, for the cost of the acquisition as well as for the expenses occurred to acquire the parcels.

Vice Chairperson Collins asked for verification that regardless of any motions passed tonight, the matters would still have to come before the council. Former Agency Counsel Colombo remarked that eminent domain issues could not be advanced without the Council's approval. Agency Counsel Garganese then asked for clarification as to who was giving legal advice to the Cocoa RDA this evening and pointed out that Motion was carried in favor of retaining the services of his firm, Brown, Ward, Salzman and Weiss. Mr. Garganese went on to say that the City Council had authorized the Cocoa RDA to begin eminent domain proceedings and explained that the City Council will become involved but the matter will come back before the Cocoa RDA, which will then have to adopt a resolution stating the necessity of instituting the eminent domain proceedings. Mr. Garganese noted that a public purpose would also have to be set forth and that much of that work has already been done because a redevelopment plan to eliminate slum and blight has been established. Mr. Garganese noted that he will present the Agency with relevant paperwork at the next meeting.

* **MOTION by Mr. Vanderslice; Seconded by Chairperson Parrish, to authorize staff and the RDA Attorney to initiate eminent domain proceedings for the acquisition of three Stone Street parcels for the purposes of reassembly and development.**

THE MOTION CARRIED UNANIMOUSLY (5-0) WITH CHAIRPERSON PARRISH VOTING BY PHONE

* **MOTION by Mr. Vanderslice; Seconded by Mr. Lanni, to authorize the temporary transfer of $7,500 from the Signage Program Account to the Land Account to cover expenses associated with the acquisition of the proposed parcels, expenses including two independent real estate appraisals of each parcel so property owners receive just and fair value.**

THE MOTION CARRIED UNANIMOUSLY (5-0) WITH CHAIRPERSON PARRISH VOTING BY PHONE

Chairperson Parrish then left the meeting, terminating her phone call at 7:28 p.m.

III. DELEGATIONS

George Vanderhall, 705 Howard Street, Cocoa, voiced concerns that Diamond Square RDA was unaware that eminent domain was involved in the process when they pledged Streetscape Improvements for the redevelopment of the southwest corner of SR520 and US1.

Mr. Vanderhall took a moment to commend Staff members, mentioning Mr. Vanderslice in particular, for their economic savvy in obtaining funding.

James F. Ford, 705 Aurora Avenue, Cocoa, remarked that eminent domain might negatively affect some residents and lead to problems. Vice Chairperson Collins said that the Council and Cocoa RDA would revisit the subject of eminent domain as pertaining to the redevelopment of the southwest corner of SR520 and US1.

Former Counsel Colombo left the meeting at 7:32 p.m. Vice Chairperson Collins thanked Mr. Colombo for his efforts.

IV. NEW BUSINESS

1. Legal Representation for the Cocoa RDA

See above – Discussion immediately following Approval of Agenda and Minutes of previous meeting.

2. Lee Wenner T-Dock Upgrade – Cocoa Belle

Mr. Koch said that in November, Staff had been asked to investigate the cost and feasibility of T-Dock commercial upgrades for cruise, dinner, and charter boats at Lee Wenner Park. The Downtown RDA Plan does include some discussion about commercial docking for dinner and charter boats as secondary priority projects[3] and Staff has been working on possible improvements to the T-Dock project. Mr. Koch said the estimate for improvement to the T-Docks is approximately $18,000, with the funds providing better pilings, upgrades to needed areas, and the possible installation of lighting fixtures.

Staff is asking Cocoa RDA for a budget transfer of $18,000 from the Contingency Account to the T-Dock Improvement Account with improvements being pending on State approval of commercial vessels dockage at Lee Wenner Park and an RFP process from Brevard County for competitive bid in order to operate out of Lee Wenner Park.[4]

[3] Please see Attachment C
[4] Please see Attachment D

ZONING MAP AMENDMENT APPLICATION (MAP ONLY)

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Existing Zoning Category:** **C-P Commercial Parkway District**
2. **Proposed Zoning Category:** **C-N Neighborhood Commercial**
3. **Existing Future Land Use Category: MU Mixed Use**
4. **Proposed Future Land Use Category (*if applicable*):**
5. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

   Company (if applicable): Doty Solik Law

   Name: Mary D. Solik, Esq.

   Mailing Address: 121 S. Orange Ave STE 1500

   City: Orlando State: FL Zip Code: 32801

   Phone #: 407 378 7868 Fax #:

   Mobile #: 407 925 4738 E-mail: msolik@dotysoliklaw.com

6. **Property Owner Information:** ** Check here if same as Applicant* → ☐
   ** If more than one owner, attach additional sheet with names and addresses.*

   Company (if applicable): Biscaya Cocoa Holdings, LLC

   Name: Pablo Camposano and Oded M. Kaiser

   Mailing Address: 325 S Biscayne Blvd. Unit 3423

   City: Miami State: FL Zip Code: 33131

   Phone #: Fax #:

   Mobile #: 786 326 7500 E-mail: omaxkaiser@gmail.com

7. **Property Information:**

Street Address and Location: 301 S. Cocoa Blvd, Cocoa, FL Complete Parcel list attached_____

Parcel ID: * *If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

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Tax Account Numbers: * *If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

☐☐☐☐☐☐☐ ☐☐☐☐☐☐☐

Land Area: _____ square feet or 1.39 acres_____ acres

Existing Use(s) on Property: Property is vacant_____

Proposed Use(s) on Property: Commercial uses consistent with C-N Zoning_____

8. **Please submit the following items in order complete the application:**

a. ☒ **Notarized application.**

b. ☒ **List of owners within 500 feet.** A "radius map package" from Brevard County containing a certified mailing list with mailing labels and a map of all property owners of record who reside within a 500-foot radius of the subject property is required for public notice. It is the applicant's responsibility to request these materials with the Brevard County GIS Department that are available free of charge. Inquiries need to be emailed to **servicedesk@brevardfl.gov** and forwarded to the **City of Cocoa Planning and Zoning Department** when available.

c. ☒ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

d. ☒ **Proof of ownership.** A copy of the most recent recorded warranty deed is required.

e. ☒ **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. A sample "Letter of Authorization" form is available from the City.

f. ☒ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

g. ☒ **Certified boundary survey.** Submit a certified survey showing all existing structures and all proposed structures.

h. ☒ **Legal description.** Submit a typed copy of the legal description. It may be submitted on a computer disk or by e-mail.

i. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include a site plan drawing, photos, sketches, elevations, or letters from adjoining property owners.

9. **Application filing deadline.** The application filing deadline is on the first day of each month at 5:00 pm for public hearings that are held in the following month. For Zoning Map Amendment applications that are submitted concurrently with other applications, the earlier filing deadline shall apply.

10. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

11. **Dates and locations of public hearings.** All zoning map amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council.

12. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

13. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the application. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

14. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

15. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

16. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

17. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

18. In order to approve a zoning map amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(1) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council. Use extra sheets if necessary.

a. **Whether or not the proposed change is contrary to the established land use pattern.**

No. The subject property is at the southwest corner of SR 520 and US1, both heavily traveled commercial corridors.

b. **Whether or not the proposed change would create an isolated district unrelated to adjacent and nearby districts.**

No. adjacent and nearby properties all have commercial zoning.

c. **Whether or not the proposed change would materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, streets, access, etc.**

No residential development is proposed. The subject property was previously improved with commercial uses and no new

Utility demands are created by the proposed change.

d. **Whether or not existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.**

No.

e. **Whether or not the proposed change would be contrary to the land use plan and would have an adverse effect on the comprehensive plan.**

No. The rezoning is being requested to bring the subject property into compliance with the land use plan. The current Zoning is inconsistent with the MU Future Land Use designation.

f. **Whether or not changed or changing conditions make the passage of the proposed amendment necessary.**

Yes. The change in the FLU designation of the property from Commercial to MU has rendered the current zoning Inconsistent with the FLU map.

g. Whether or not the proposed change will adversely influence living conditions in the neighborhood.

No. The property has historically been developed with commercial uses and is separated from the nearest Neighborhood by RR tracks.

h. Whether or not the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.

No.

i. Whether or not the proposed change will create a drainage problem.

No. The subject property was previously developed with commercial uses without code compliant stormwater Management. Any new development will have to meet current code standards for drainage.

j. Whether or not the proposed change will seriously reduce light and air to adjacent areas.

No.

k. Whether or not the proposed change will adversely affect property values in the adjacent areas.

No. The proposed change is to a less intense commercial zoning than the current zoning.

l. Whether or not the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.

No.

m. Whether or not the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

No.

n. Whether or not there are substantial reasons why the property cannot be used in accord with existing zoning.

Yes. The current zoning is inconsistent with the FLU designation on the subject property. The property cannot be Used at all until the inconsistency is corrected.

o. Whether or not the change suggested is out of scale with the needs of the neighborhood.

No.

p. Whether or not the it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.

Without the change the property owners are deprived of any use of their property.

19. Signatures and Notarization.

STATE OF FLORIDA COUNTY OF ORANGE. I, MARY D. SOLIK being first duly sworn, depose and say that:

☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☒ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Mary D Solik
(APPLICANT SIGNATURE)

Machele Rowe
Comm.#GG949073
Expires: May 18, 2024
Bonded Thru Aaron Notary
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

Machelle Rowe
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 13th day of DECEMBER, 20 23

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:

_____

BISCAYA COCOA HOLDINGS, LLC

Parcel List

24-36-33-31-A-5

24-36-33-31-C-1

24-36-33-31-D-11

24-36-33-31-D-12

24-36-33-31-D-13

24-36-33-31-C-2

24-36-33-31-*-R.1

24-36-33-31-*-R.2

24-36-33-31-*-R.3

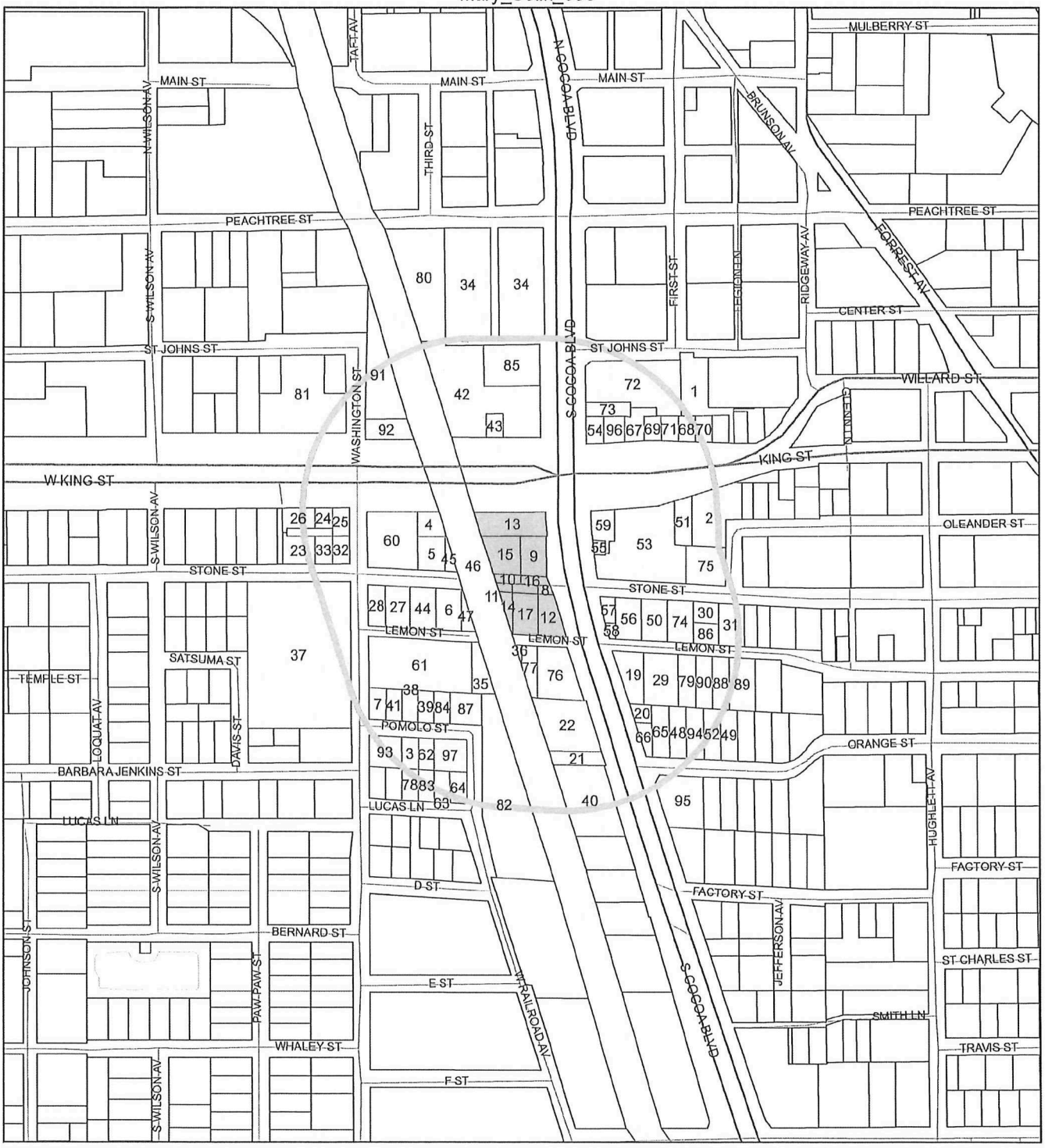
24-36-33-31-*-R.4

24-36-33-31-*-R.5

RADIUS MAP

BISCAYA COCOA HOLDINGS LLC

Mary_Solik_500



N

W E

S

1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 12/7/2023

Buffer

Subject Property

Notify Property

Parcels

58-70 57TH ROAD REALTY LLC
33 MATINECOCK AVE
PORT WASHINGTON NY 11050-2102

ADRENALINE ARCHITECTS LLC
453 KING ST
COCOA FL 32922-7621

AS INVESTMENTS LLC
10549 MERE PKWY
ORLANDO FL 32832-6153

AUSTIN, DANIEL,JR
935 BOWING LN
ROCKLEDGE FL 32955-4015

AUSTIN, DANIEL,JR
1113 HICKORY LN
COCOA FL 32922-6719

BELL, CHRISTINE
360 POMOLO ST
COCOA FL 32922-7447

BISCAYA COCOA HOLDINGS LLC
325 S BISCAYNE BLVD, APT 3423
MIAMI FL 33131-2476

BREVARD STONE INC
403 S COCOA BLVD
COCOA FL 32922-

BROWN, GEORGE L JR TRUSTEE
555 KING ST W
COCOA FL 32922-

BROWN, GEORGE L,JR
555 W KING ST
COCOA FL 32922-7421

BRYANT, JANIE B
BRYANT, PURVETTE A
1139 TARPON DR
ROCKLEDGE FL 32955-

BRYANT, PURVETTE A
1820 BARRINGTON CIR
ROCKLEDGE FL 32955-3062

BZDUN, MIECZSLAW
1908 RANCH ESTATE DR
ORLANDO FL 32825-8407

CASITA ENTERPRISES LLC
750 GLENGARRY DR
MELBOURNE FL 32940-1866

CATCHINGS, MARY E
7107 CLAYMORE AVENUE
HYATTSVILLE MD 20782-

COCOA LODGE 55 F&AM
PO BOX 7
COCOA FL 32923-0007

COCOA LODGE NO 55 F & AM INC
C/O PHILLIP J WILISON
PO BOX 7
COCOA FL 32923-0007

COCOA, CITY OF
65 STONE STREET
COCOA FL 32922-

COWHAM, RAYMOND
14 PINE GLEN RD
HILLSBOROUGH NH 03244-4522

DAWSON, BEULAH J
PO BOX 341
COCOA FL 32923-0341

DRAKE, WILLIE LEE III
356 POLOMO ST
COCOA FL 32922-

EAST FLORIDA MOTOR SALES INC
4650 HIGHWAY 520
COCOA FL 32926-2333

EAST FLORIDA MOTORS SALES INC
4650 HIGHWAY 520
COCOA FL 32926-2333

EVERETT, ROBERT W
EVERETT, MAE E ET AL
16243 SW 107TH PLACE
MIAMI FL 33157-

FINK, MARK H
61 S BALDWIN AVE, UNIT 1162
SIERRA MADRE CA 91025-7055

FLORIDA EAST COAST RAILWAY LLC
7150 PHILIPS HWY
JACKSONVILLE FL 32256-6802

FLORIDA, STATE OF (DOT)
719 S WOODLAND BLVD
DELAND FL 32720-

GREENWOOD, ALECK J
640 BREVARD AVE #201
COCOA FL 32922-

GREENWOOD, ALECK J
PO BOX 1077
COCOA FL 32923-1077

HACIENDAS LLC
750 GLENGARRY DRIVE
MELBOURNE FL 32940-1866

IBRAHIM & HAROON REALESTATE INC
1910 ROCKLEDGE BLVD
ROCKLEDGE FL 32955-

JORDAN, JOHN A
1783 HAZELTON NW ST NW
PALM BAY FL 32907-7072

KABBOORD PROPERITES INC
3201 N ATLANTIC AVE
COCOA BCH FL 32931-

KABBOORD PROPERTIES II LLC
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

KABBOORD PROPERTIES INC
3201 N ATLANTIC AVE
COCOA BCH FL 32931-

KABBOORD, DAVID WAYNE
KABBOORD, JOHN JAMES
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

KABBOORD, JOHN J,JR
KABBOORD, DAVID W
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

KABBOORD, WILLIAM D
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

LEGEND REALTY DEVELOPMENT CORPORATION
543 PALM DR
HALLANDALE BEACH FL 33009-6533

LEVENSALER, TIMOTHY
LEVENSALER, ARLET
PO BOX 542349
MERRITT ISLAND FL 32954-2349

MAPP, DOUGLAS O'NEAL
BULLOCK, SYLVIA LEE
880 GLADIOLA CIR, APT 356
ROCKLEDGE FL 32955-6258

MARILYN A ARNOLD TRUST
1102 EGRET LAKE WAY
MELBOURNE FL 32940-6862

MAROTTO, JOHN
4370 COQUINA AVE
TITUSVILLE FL 32780-6524

METROPOLITAN BAPTIST CHURCH
474 KING ST
COCOA FL 32922-7622

METROPOLITAN BAPTIST CHURCH INC
474 KING ST
COCOA FL 32922-

METROPOLITAN BAPTIST CHURCH OF COCOA INC
474 KING ST
COCOA FL 32922-

METROPOLITAN BAPTIST CHURCH OF COCOA INC
PO BOX 758
COCOA FL 32923-0758

METROPOLITAN BAPTIST CHURCH OF COCOA INC
474 KINGS ST
COCOA FL 32922-

MOUNT MORIAH AFRICAN METHODIST EPISCOPAL CHURCH
223 OLEANDER ST
COCOA FL 32922-

MOUNT MORIAH AFRICAN METHODIST EPISCOPAL CHURCH OF COCOA INC
223 OLEANDER ST
COCOA FL 32922-7695

NEGRI PROPERTY LLC
401 S COCOA BLVD
COCOA FL 32922-7699

NEGRI, GERALD M
780 BUTTONWOOD DR
MERRITT ISLAND FL 32953-4611

NICOLE LEANN INVESTMENTS LLC
668 WING TER
DELTONA FL 32725-7038

NORBURY, VONNAY
1007 MONTCLAIR RD
COCOA FL 32922-6355

PRICE, THOMAS J JR
ABRUZZO-PRICE, THERESA TRUSTEES
1996 US HIGHWAY 1 S
ROCKLEDGE FL 32955-

R & R COCOA LLC
246 MCLEAN PT
WINTER HAVEN FL 33884-4135

RAILROAD AVENUE WAREHOUSE COMPLEX LLC
626 OLD DIXIE HWY SW
VERO BEACH FL 32962-4536

RICH, CHEVAYA D
704 GEORGIA AVE N
COCOA FL 32922-

RIVERA, MANUEL ANTONIO TORO
1456 FLEDGLING CT
ORLANDO FL 32837-8112

ROSCHMAN PARTNERS
6300 NE 1ST AVE STE 300
FORT LAUDERDALE FL 33334-

ROSSIELLO, DOMINIC
750 GLENGARRY DR
MELBOURNE FL 32940-1866

RUIZ, MANUEL C
6 WESTVIEW LN
COCOA BEACH FL 32931-2621

SANDS REVOCABLE TRUST
1370 WAR EAGLE BLVD
TITUSVILLE FL 32796-1530

SHAND, TANIA A
SHAND, ITSELDA M
1901 VERMONT AVE NW
WASHINGTON DC 20001-

STONE, JANORISE TRUSTEE
516 KING ST
COCOA FL 32922-4501

STONE, RICHARD E
STONE, DAISY
516 W KING ST
COCOA FL 32922-4501

TOWERBRIDGE INC
773 CITRUS COVE DR
WINTER GARDEN FL 34787-5221

TR CORP/GREATER ST PAUL BAPTIST
CHURCH OF COCOA FLORIDA INC
213 STONE ST
COCOA FL 32926-

WHEALY HOLDINGS LLC
2758 TRAILS AT HIDDEN HBR
MERRITT ISLAND FL 32952-4175

WILLIAM D KABBOORD TRUST
3201 N ATLANTIC AVE
COCOA BEACH FL 32931-3406

WILLIAMS, LASCELLE B
WILLIAMS, EVELYN M
345 POMOLO ST
COCOA FL 32922-7446

Ellis, Clerk of Courts, Brevard County Doc. D: $10500.00

This instrument prepared by
and after Recording return to:
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
605 Lincoln Road, Suite 210
Miami Beach, FL 33139

Folio No. 24-36-33-31-0000C.0-0002.00
Folio No. 24-36-33-31-0000C.0-0001.00
Folio No. 24-36-33-31-0000A.0-0005.00

(For Recorder's Use Only)

TRUSTEE'S WARRANTY DEED

(301 & 305 S. Cocoa Blvd., Cocoa, FL 32922)

THIS TRUSTEE'S WARRANTY DEED, dated as of March 10th, 2017, between **EVA IRENE CRUMB, AN UNMARRIED WIDOW, INDIVIDUALLY AND AS TRUSTEE OF THE EVA IRENE CRUMB REVOCABLE TRUST DATED JULY 17, 2014** both with an address of PO Box 8489, Cocoa FL 34942 (collectively "Grantor"), and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, with an address of 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, grants, bargains, sells and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **301 & 305 S. Cocoa Blvd., Cocoa, FL 32922** legally described as follows ("Property"):

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2017 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, and conditions, restrictions, limitations, reservations, declarations, easements, dedications and agreements of record (collectively "Permitted Exceptions"), all without intent to reimpose the same.

And the GRANTOR does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

[Signature Page to Follow]

SIGNATURE PAGE TO TRUSTEE'S WARRANTY DEED

(301 & 305 S. Cocoa Blvd., Cocoa, FL 32922)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered
in the presence of:

Eva Irene Crumb

EVA IRENE CRUMB, INDIVIDUALLY AND AS TRUSTEE OF THE EVA IRENE CRUMB REVOCABLE TRUST DATED JULY 17, 2014

Sign Name: _____
Witness #1

Print Name: TIMOTHY PICKLES

Sign Name: Janet M. Meadows
Witness #2

Print Name: JANET M. MEADOWS

STATE OF FLORIDA)
) **SS:**
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 9th day of March 2017, by Eva Irene Crumb, individually and as Trustee of the Eva Irene Crumb Revocable Trust dated July 17, 2014. She is personally known to me or has produced _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

Print Name: _____
NOTARY PUBLIC

Serial No. (none, if blank): _____

NOTARY PUBLIC STATE OF FLORIDA
TIMOTHY R. PICKLES
MY COMMISSION # GG 001818
EXPIRES: July 16, 2020
Bonded Thru Budget Notary Services

EXHIBIT "A" LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Brevard, State of Florida, and is described as follows:

PARCEL 1:

Lot 1, Block C, less road right-of-way, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida.

PARCEL 2:

That part of Lots 5, 6 and 7, in Block A, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

Also known as:
That portion of Lots 5, 6 and 7, Block "A", LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, lying South of the road right of way of State Road No. 520 and East of the right of way line of the Florida East Coast Railway, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

PARCEL 3:

Lot 2, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

Also: Begin at the Southeast corner of Lot 3, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; thence run along the South line of said Lot West to the East side of the right-of-way of the Florida East Coast Railway, thence run the East side of said railroad right-of-way Northwesterly to the North line of said Lot 3, thence run the North line of said Lot 3 East to the Northeast corner thereof, thence run the East line of said Lot South to the point of beginning, excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

PARCEL 4:

A portion of vacated Stone Street as shown in City of Cocoa Resolution No. 2016-103, recorded in Official Record Book 7724, Page 150 in the Public Records of Brevard County, Florida, more particularly described as follows:

The North half of the following described parcel abutting said Parcels 1 and 3:

That portion of Stone Street (said street being an un-named 50 foot wide right-of-way dedicated by "LAPHAM'S SUBDIVISION", recorded in Plat Book 2, Page 6 and re-dedicated as Magnolia Street by "SUNNYSIDE ADDITION TO COCOA, FLORIDA", recorded in Plat Book 2, Page 34, both of the Public Records of Brevard County, Florida), which lies west of the west right-of-way line of U.S. Highway No. 1 and east of the east right-of-way line of the Florida East Coast Railway (a 100 foot wide right-of-way), more particularly described as follows: Begin at the Southeast corner of Lot 1, Block "C" of "LAPHAM'S SUBDIVISION" recorded in Plat Book 2, Page 6 of the Public Records of Brevard County, Florida, (said point being on the west right-of-way line of U.S. Highway No.1 as defined by Florida Department of Transportation Right of Way Maps, Section 70020, W.P.I. 5110519, F.P. 237592-1, dated 7/30/04), thence run west, along the north right-of-way line of Stone Street, a distance of 156 feet, more or less, to a point on the east right-of-way line of the Florida East Coast Railway; thence southeasterly, along said east right-of-way line, a distance of 53.5 Feet, more or less, to a point on the south right-of-way line of said Stone Street; thence east, along said south right-of-way, a distance of 160 FEET, more or less, to an intersection with the west right-of-way line of U.S. Highway No. 1 (a variable width right-of-way) as defined by the aforesaid Florida Department of Transportation Right of Way Maps; thence northwesterly, a distance of 55 Feet, more or less to the Point of Beginning.

Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

This instrument prepared by:
And after recording return to
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
200 S. Biscayne Boulevard
Suite 3200
Miami FL 33131

Folio No. 24-36-33-31-0000D.0-0012.00

(For Recorder's Use Only)

MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED

(BISCAYA STONE STREET 2, LLC)

THIS GENERAL WARRANTY DEED, dated as of May 23, 2016 between **BISCAYA STONE STREET 2, LLC**, a Florida limited liability company, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantor") and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, its sole Member, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, distributes, grants, bargains, and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **341 Stone Street, Cocoa, FL 32922** legally described as follows ("Property"):

Lot 12, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2016 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, all without intent to reimpose the same.

AND, Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to transfer and convey the Property and the Grantor does hereby fully warrant the title to said land and Property, and will defend the same against lawful claims of all persons whomsoever.

NOTE TO RECORDER AND TAX ASSESSOR: This is a Distribution General Warranty Deed of unencumbered real property from a single member Limited Liability Company to its sole member in the process of the Grantor LLC winding up its affairs, and is given for nominal consideration. The beneficial interest in and to the Grantee member and the Property remains the same before and after this Conveyance, and this Deed does not represent any change in the beneficial ownership of the Property. Accordingly, no documentary stamps other than nominal stamps are due in connection with this Deed.

SIGNATURE PAGE TO
MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED
(BISCAYA STONE STREET 2, LLC)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered in the presence of:
(as to both signatures)

BISCAYA STONE STREET 2, LLC,
a Florida limited liability company

BY: BISCAYA COCOA HOLDINGS, LLC,
a Florida limited liability company,
It's Manager and Sole Member

Sign Name: _____
Witness #1

Print Name: CHARLES H. RATNER
Witness #1

By: _____
Oded M. Kaiser, Manager

By: _____
Pablo A. Camposano, Manager

Sign Name: _____
Witness #2

Print Name: Karen Hamandi
Witness #2

STATE OF FLORIDA)
) **SS:**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ___ day of May, 2016, by ODED M. KAISER and PABLO A. CAMPOSANO, as Managers of Biscaya Cocoa Holdings, LLC, a Florida limited liability company, the Manager and Sole Member of **BISCAYA STONE STREET 2, LLC**, a Florida limited liability company corporation, on behalf of such limited liability company. They are personally known to me or have produced _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

Print Name: CHARLES H. RATNER
NOTARY PUBLIC

Serial No. (none, if blank): _____

CHARLES H. RATNER
MY COMMISSION # FF 236739
EXPIRES: October 3, 2019
Bonded Thru Notary Public Underwriters

Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

This instrument prepared by:
And after recording return to
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
200 S. Biscayne Boulevard
Suite 3200
Miami FL 33131

Folio No. 24-36-33-31-0000D.0-0013.00

(For Recorder's Use Only)

MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED

(BISCAYA STONE STREET 3, LLC)

THIS GENERAL WARRANTY DEED, dated as of May 23, 2016 between **BISCAYA STONE STREET 3, LLC**, a Florida limited liability company, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantor") and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, its sole Member, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, distributes, grants, bargains, and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **347 Stone Street, Cocoa, FL 32922** legally described as follows ("Property"):

Lot 13, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2016 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, all without intent to reimpose the same.

AND, Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to transfer and convey the Property and the Grantor does hereby fully warrant the title to said land and Property, and will defend the same against lawful claims of all persons whomsoever.

NOTE TO RECORDER AND TAX ASSESSOR: This is a Distribution General Warranty Deed of unencumbered real property from a single member Limited Liability Company to its sole member in the process of the Grantor LLC winding up its affairs, and is given for nominal consideration. The beneficial interest in and to the Grantee member and the Property remains the same before and after this Conveyance, and this Deed does not represent any change in the beneficial ownership of the Property. Accordingly, no documentary stamps other than nominal stamps are due in connection with this Deed.

SIGNATURE PAGE TO
MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED
(BISCAYA STONE STREET 3, LLC)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered in the presence of:
(as to both signatures)

BISCAYA STONE STREET 3, LLC,
a Florida limited liability company

BY: BISCAYA COCOA HOLDINGS, LLC,
a Florida limited liability company,
It's Manager and Sole Member

Sign Name: _____
Witness #1

CHARLES H. RATNER
Print Name: _____
Witness #1

By: _____
Oded M. Kaiser, Manager

Sign Name: _____
Witness #2

Karen Hamandi
Print Name: _____
Witness #2

By: _____
Pablo A. Camposano, Manager

STATE OF FLORIDA)
) **SS:**
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of May, 2016, by ODED M. KAISER and PABLO A. CAMPOSANO, as Managers of Biscaya Cocoa Holdings, LLC, a Florida limited liability company, the Manager and Sole Member of **BISCAYA STONE STREET 3, LLC**, a Florida limited liability company corporation, on behalf of such limited liability company. They are personally known to me or have produced _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name: _____

CHARLES H. RATNER
Print Name: _____
NOTARY PUBLIC
Serial No. (none, if blank): _____

CHARLES H. RATNER
MY COMMISSION # FF 236739
EXPIRES: October 3, 2019
Bonded Thru Notary Public Underwriters

Ellis, Clerk of Courts, Brevard County Doc. D: $0.70

This instrument prepared by:
And after recording return to
Charles H. Ratner, Esq., President
Charles Ratner, P.A.,
200 S. Biscayne Boulevard
Suite 3200
Miami FL 33131

Folio No. 24-36-33-31-0000D.0-0011.00

(For Recorder's Use Only)

MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED

(BISCAYA STONE STREET 1, LLC)

THIS GENERAL WARRANTY DEED, dated as of May 23, 2016 between **BISCAYA STONE STREET 1, LLC**, a Florida limited liability company, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantor") and **BISCAYA COCOA HOLDINGS, LLC**, a Florida limited liability company, its sole Member, with an address at 444 Brickell Avenue, Suite 417, Miami, FL 33131 ("Grantee").

Grantor, for and in consideration of the sum of $10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, distributes, grants, bargains, and conveys to Grantee the real property situate, lying and being in Brevard County, Florida, located at **337 Stone Street, Cocoa, FL 32922** legally described as follows ("Property"):

Lot 11, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida, LESS road right-of-way.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances, and other rights and benefits belonging to, running with the owner of, or in any way related to the Property; any or all of the foregoing, if applicable.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for 2016 and subsequent years, comprehensive land use plans, zoning and other restrictions, regulations and prohibitions imposed by governmental authorities, all without intent to reimpose the same.

AND, Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to transfer and convey the Property and the Grantor does hereby fully warrant the title to said land and Property, and will defend the same against lawful claims of all persons whomsoever.

NOTE TO RECORDER AND TAX ASSESSOR: This is a Distribution General Warranty Deed of unencumbered real property from a single member Limited Liability Company to its sole member in the process of the Grantor LLC winding up its affairs, and is given for nominal consideration. The beneficial interest in and to the Grantee member and the Property remains the same before and after this Conveyance, and this Deed does not represent any change in the beneficial ownership of the Property. Accordingly, no documentary stamps other than nominal stamps are due in connection with this Deed.

SIGNATURE PAGE TO
MEMBER'S DISTRIBUTION GENERAL WARRANTY DEED
(BISCAYA STONE STREET 1, LLC)

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered in the presence of:
(as to both signatures)

BISCAYA STONE STREET 1, LLC,
a Florida limited liability company

BY: BISCAYA COCOA HOLDINGS, LLC,
a Florida limited liability company,
It's Manager and Sole Member

Sign Name:_____
Witness #1

Print Name: CHARLES H. RATNER
Witness #1

By:_____
Oded M. Kaiser, Manager

By:_____
Pablo A. Camposano, Manager

Sign Name:_____
Witness #2

Print Name: Karen Hamandi
Witness #2

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of May, 2016, by ODED M. KAISER and PABLO A. CAMPOSANO, as Managers of Biscaya Cocoa Holdings, LLC, a Florida limited liability company, the Manager and Sole Member of **BISCAYA STONE STREET 1, LLC**, a Florida limited liability company corporation, on behalf of such limited liability company. They are personally known to me ~~or have produced~~ _____ as identification *(strike one)*.

My Commission Expires:
[NOTARIAL SEAL]

Sign Name:_____

Print Name: CHARLES H. RATNER

NOTARY PUBLIC

Serial No. (none, if blank): _____

CHARLES H. RATNER
MY COMMISSION # FF 236739
EXPIRES: October 3, 2019
Bonded Thru Notary Public Underwriters

PROPERTY OWNER
LETTER OF AUTHORIZATION

APPLICATION REQUEST:

Zoning Map Amendment

AFFECTED PROPERTY: List the Parcel/Tax IDs that are subject to this Letter of Authorization. If there are more than four Parcel/Tax IDs, complete additional Letters of Authorization containing the additional Parcels/Tax IDs.

SEE ATTACHED PARCEL LIST

☐☐-☐☐-☐☐-☐☐-☐☐☐☐☐.☐-☐☐☐☐.☐☐

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STATE OF Florida COUNTY OF Miami - Dade

I, Oded M. Kaiser, Manager of Biscaya Cocoa Holdings, LLC being first duly sworn, depose and say that I am the fee simple owner of the above-described property, and I hereby authorize

Mary D. Solik of Doty Solik Law to serve as agent on my behalf for the purpose of making and executing this application request. Also, I fully understand that any representation(s) made on my behalf, by my authorized representative, shall be legally binding on me and my aforesaid property as if I myself had made said representation(s).

(OWNER SIGNATURE)

Personally Known ✓ OR Produced Identification ✓

Type of I.D. Produced _____

(Print, Type, or Stamp Commissioned Name of Notary Public)

Notary Public State of Florida
Blanca C Vega
My Commission HH 421283
Expires 7/13/2027

Blanca C. Vega

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 07 day of December, 20 23.

Rev. 4-30-09

BISCAYA COCOA HOLDINGS, LLC

Parcel List

24-36-33-31-A-5

24-36-33-31-C-1

24-36-33-31-D-11

24-36-33-31-D-12

24-36-33-31-D-13

24-36-33-31-C-2

24-36-33-31-*-R.1

24-36-33-31-*-R.2

24-36-33-31-*-R.3

24-36-33-31-*-R.4

24-36-33-31-*-R.5

Detail by Entity Name

Florida Limited Liability Company
BISCAYA COCOA HOLDINGS, LLC

Filing Information

Document Number	L15000184312
FEI/EIN Number	81-1824590
Date Filed	10/29/2015
Effective Date	10/29/2015
State	FL
Status	ACTIVE

Principal Address

325 S Biscayne Blvd
Unit-3423
Miami, FL 33131

Changed: 03/15/2021

Mailing Address

325 S Biscayne Blvd
Unit-3423
Miami, FL 33131

Changed: 03/15/2021

Registered Agent Name & Address

CHARLES RATNER, P.A.
605 LINCOLN ROAD
SUITE 210
MIAMI BEACH, FL 33139

Address Changed: 04/10/2017

Authorized Person(s) Detail

Name & Address

Title MGR

KAISER, ODED M
325 S Biscayne Blvd
Unit-3423
Miami, FL 33131

Title MGR

CAMPOSANO, PABLO A
8525 SW 54 CT
MIAMI, FL 33143

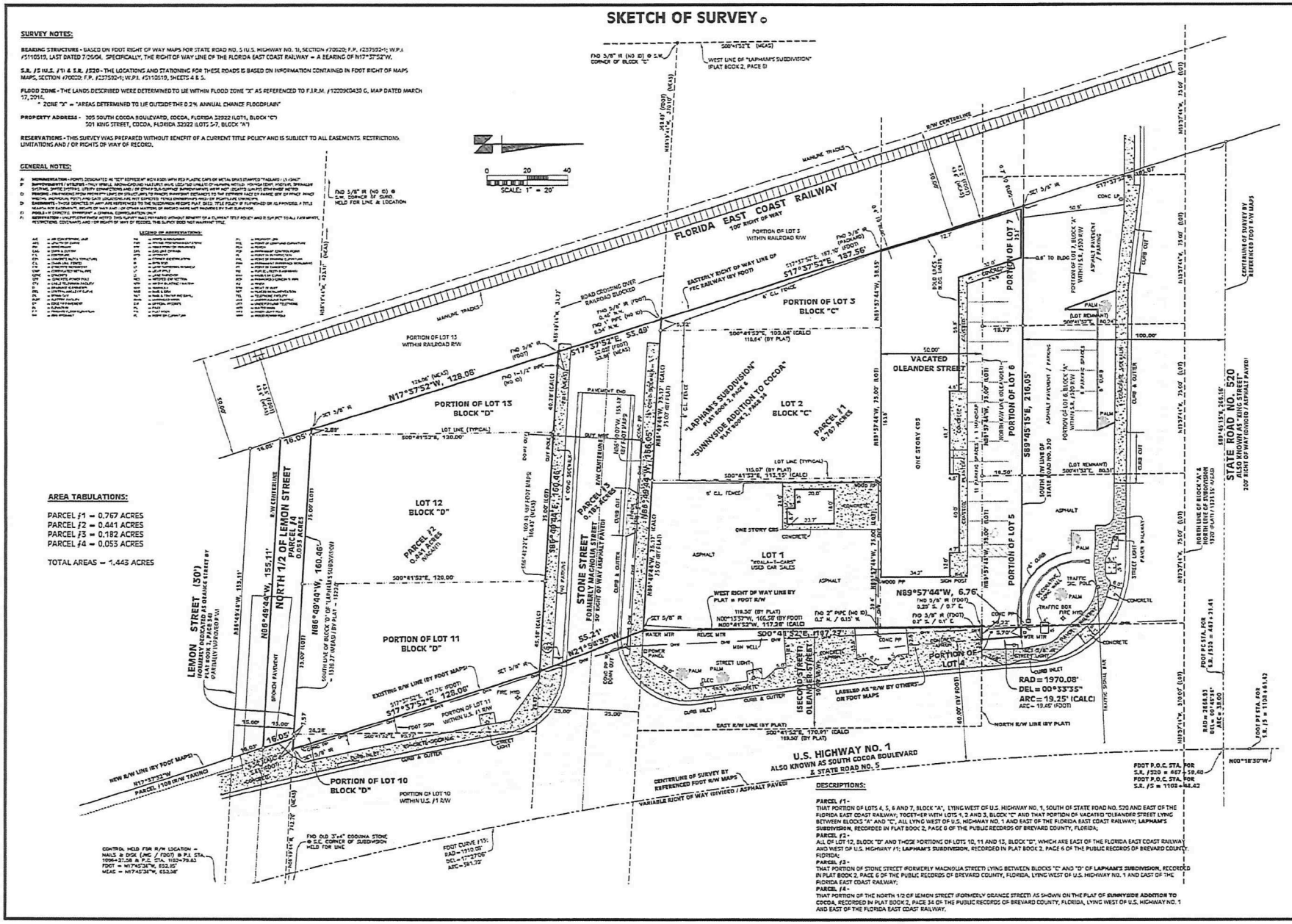
Annual Reports

Report Year	Filed Date
2021	03/15/2021
2022	01/27/2022
2023	03/30/2023

Document Images

03/30/2023 -- ANNUAL REPORT	View image in PDF format
01/27/2022 -- ANNUAL REPORT	View image in PDF format
03/15/2021 -- ANNUAL REPORT	View image in PDF format
02/21/2020 -- ANNUAL REPORT	View image in PDF format
04/30/2019 -- ANNUAL REPORT	View image in PDF format
04/03/2018 -- ANNUAL REPORT	View image in PDF format
04/10/2017 -- ANNUAL REPORT	View image in PDF format
03/30/2016 -- ANNUAL REPORT	View image in PDF format
10/29/2015 -- Florida Limited Liability	View image in PDF format

SKETCH OF SURVEY



SURVEY NOTES:

BEARING STRUCTURE - BASED ON FDOT RIGHT OF WAY MAPS FOR STATE ROAD NO. 5 (U.S. HIGHWAY NO. 1), SECTION #70020, F.P. #237592-1; W.P.I #5110519, LAST DATED 7/09/04. SPECIFICALLY, THE RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY = A BEARING OF N17°37'52"W.

S.R. #5 (U.S. #1) & S.R. #520 - THE LOCATIONS AND STATIONING FOR THESE ROADS IS BASED ON INFORMATION CONTAINED IN FDOT RIGHT OF WAYS MAPS, SECTION #70020: F.P. #237592-1; W.P.I. #5110519, SHEETS 4 & 5.

FLOOD ZONE - THE LANDS DESCRIBED WERE DETERMINED TO LIE WITHIN FLOOD ZONE "X" AS REFERENCED TO F.I.R.M. #12009C0433 G, MAP DATED MARCH 17, 2014.
* ZONE "X" = "AREAS DETERMINED TO LIE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN"

PROPERTY ADDRESS - 305 SOUTH COCOA BOULEVARD, COCOA, FLORIDA 32922 (LOT1, BLOCK "C")
201 KING STREET, COCOA, FLORIDA 32922 (LOTS 5-7, BLOCK "A")

RESERVATIONS - THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, LIMITATIONS AND / OR RIGHTS OF WAY OF RECORD.

GENERAL NOTES:

- A: MONUMENTATION - POINTS DESIGNATED AS "SET" REPRESENT INCH ROD WITH RED PLASTIC CAPS OR METAL DISK STAMPED "PACKARD / LS 6947"
- B: IMPROVEMENTS / UTILITIES - ONLY VISIBLE, ABOVE-GROUND NATURAL AND MAN-MADE OBJECTS OF HUMAN INTEREST, HOWEVER, SPRINKLER SYSTEMS, WATER SYSTEMS, UTILITY CONNECTIONS AND / OR OTHER SUBSURFACE IMPROVEMENTS, WERE NOT LOCATED UNLESS OTHERWISE NOTED.
- C: FENCING - DISTANCES FROM PROPERTY LINES OR STRUCTURES TO FENCES, PAVEMENT DISTANCES TO THE EXTERIOR FACE OF FENCE, SIDE OF FENCE, AND/OR WIDTHS, INDIVIDUAL POSTS, AND GATE LOCATIONS ARE NOT DEPICTED. FENCE OWNERSHIPS UNLESS OTHERWISE NOTED.
- D: EASEMENTS - UNLESS DIRECTED BY ANY INTERESTED TO THE CONTRARY BEFORE PLAT SALE, TITLE POLICY IF FURNISHED OR AS PROVIDED A TITLE COMMITMENT OR OPINION, REPORT OR DATA AND / OR OTHER MATTERS OF RECORD WERE NOT PROVIDED BY THE SURVEYOR.
- E: BOUNDARY LINES - DESCRIPTIONS AND/OR BOUNDARY LINES DEPICTED WITHOUT BENEFIT OF A CURRENT TITLE POLICY AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS AND / OR RIGHTS OF WAY OF RECORD. THE SURVEY DOES NOT WARRANT TITLE.

LEGEND OF ABBREVIATIONS:

A/C = AIR CONDITIONER UNIT	FIRM = FLOOD INSURANCE RATE MAP	PROP. = PROPERTY LINE
ASPH. = ASPHALT PAVEMENT	FIP = FOUND IRON PIPE	P.O.B. = POINT OF BEGINNING
BLDG. = BUILDING	FIR = FOUND IRON ROD	P.O.C. = POINT OF COMMENCEMENT
BM = BENCH MARK	FIRC = FOUND IRON ROD & CAP	P.R.M. = PERMANENT REFERENCE MONUMENT
C = CALCULATED	FND = FOUND	P.C.P. = PERMANENT CONTROL POINT
CALC = CALCULATED	FPC = FOUND PIPE & CAP	R = RADIUS
CATV = CABLE TV	FPK = FOUND PK NAIL	R/W = RIGHT OF WAY
CB = CATCH BASIN	FPKC = FOUND PK NAIL & CAP	RCP = REINFORCED CONCRETE PIPE
CBS = CONCRETE BLOCK STRUCTURE	FSIR = FOUND SET IRON ROD	RES. = RESIDENCE
CH = CHORD	FSIRC = FOUND SET IRON ROD & CAP	SEC. = SECTION
CL = CENTERLINE	GAR. = GARAGE	SIR = SET IRON ROD
CLF = CHAIN LINK FENCE	I.D. = IDENTIFICATION	SIRC = SET IRON ROD & CAP
CONC. = CONCRETE	INV. = INVERT	SPK = SET PK NAIL
CPP = CONCRETE POWER POLE	L = ARC LENGTH	SPKC = SET PK NAIL & CAP
D = DEED	LB = LICENSED BUSINESS	TEL. = TELEPHONE
DEL = DELTA ANGLE	M = MEASURED	TYP. = TYPICAL
DRIVE = DRIVEWAY	MAS = MASONRY	UP = UTILITY POLE
E = EAST	MB = MAP BOOK	W = WEST
EL. = ELEVATION	MES = MASONRY ENCLOSURE STRUCTURE	WM = WATER METER
ENCL. = ENCLOSURE	MH = MANHOLE	WV = WATER VALVE
EOP = EDGE OF PAVEMENT	N = NORTH	
EOW = EDGE OF WATER	NAD = NORTH AMERICAN DATUM	
FD = FOUND	NGVD = NATIONAL GEODETIC VERTICAL DATUM	
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	NTS = NOT TO SCALE	
FF = FINISHED FLOOR	OHW = OVERHEAD WIRES	
FFE = FINISHED FLOOR ELEVATION	PB = PLAT BOOK	
FH = FIRE HYDRANT	PG = PAGE	

AREA TABULATIONS:

PARCEL #1 = 0.767 ACRES
PARCEL #2 = 0.441 ACRES
PARCEL #3 = 0.182 ACRES
PARCEL #4 = 0.053 ACRES

TOTAL AREAS = 1.443 ACRES

DESCRIPTIONS:

PARCEL #1 -
THAT PORTION OF LOTS 4, 5, 6 AND 7, BLOCK "A", LYING WEST OF U.S. HIGHWAY NO. 1, SOUTH OF STATE ROAD NO. 520 AND EAST OF THE FLORIDA EAST COAST RAILWAY; TOGETHER WITH LOTS 1, 2 AND 3, BLOCK "C" AND THAT PORTION OF VACATED "OLEANDER STREET LYING BETWEEN BLOCKS "A" AND "C", ALL LYING WEST OF U.S. HIGHWAY NO. 1 AND EAST OF THE FLORIDA EAST COAST RAILWAY; LAPHAM'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

PARCEL #2 -
ALL OF LOT 12, BLOCK "D" AND THOSE PORTIONS OF LOTS 10, 11 AND 13, BLOCK "D", WHICH ARE EAST OF THE FLORIDA EAST COAST RAILWAY AND WEST OF U.S. HIGHWAY #1; LAPHAM'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;

PARCEL #3 -
THAT PORTION OF STONE STREET (FORMERLY MAGNOLIA STREET) LYING BETWEEN BLOCKS "C" AND "D" OF LAPHAM'S SUBDIVISION, RECORDED IN PLAT BOOK 2, PAGE 6 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 1 AND EAST OF THE FLORIDA EAST COAST RAILWAY;

PARCEL #4 -
THAT PORTION OF THE NORTH 1/2 OF LEMON STREET (FORMERLY ORANGE STREET) AS SHOWN ON THE PLAT OF SUNNYSIDE ADDITION TO COCOA, RECORDED IN PLAT BOOK 2, PAGE 34 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING WEST OF U.S. HIGHWAY NO. 1 AND EAST OF THE FLORIDA EAST COAST RAILWAY.

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, F.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

Date: 7/20/15

REVISIONS
ORIGINAL SURVEY DATE
MAP/BOUNDARY SURVEY

r.m. packard
SURVEYING & MAPPING, INC.
197 BOUGAINVILLEA DRIVE / SUITE "D"
ROCKLEDGE, FLORIDA 32955
TEL: (321) 639-4646 FAX: (321) 639-4952
WWW.RMPACKARD.COM

BOUNDARY SURVEY FOR:
BISCAYA COCOA HOLDINGS, LLC

DRAWN BY: RMP
CHK'D BY:
DATE: 7/20/15
DWG #: D-15-160
NOTES: FILES
JOB #: 15-160

SHEET 1 OF 1

LEGAL DESCRIPTION

The land referred to herein below is situated in the County of Brevard, State of Florida, and is described as follows:

PARCEL 1:

Lot 1, Block C, less road right-of-way, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida.

PARCEL 2:

That part of Lots 5, 6 and 7, In Block A, LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

Also known as:
That portion of Lots 5, 6 and 7, Block "A", LAPHAM'S SUBDIVISION, according to the plat thereof as recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida, lying South of the road right of way of State Road No. 520 and East of the right of way line of the Florida East Coast Railway, together with the area formerly contained in Oleander Street, all as described in Official Records Book 441, Page 336 and Official Records Book 460, Page 589, all of the Public Records of Brevard County, Florida.

PARCEL 3:

Lot 2, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

Also: Begin at the Southeast corner of Lot 3, Block C, LAPHAM'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 2, Page 6, Public Records of Brevard County, Florida; thence run along the South line of said Lot West to the East side of the right-of-way of the Florida East Coast Railway, thence run the East side of said railroad right-of-way Northwesterly to the North line of said Lot 3, thence run the North line of said Lot 3 East to the Northeast corner thereof, thence run the East line of said Lot South to the point of beginning, excepting, however, all land adjoining said Lot on the North and embraced within the area of that portion of Oleander Street which has been vacated.

PARCEL 4:

A portion of vacated Stone Street as shown in City of Cocoa Resolution No. 2016-103, recorded in Official Record Book 7724, Page 150 in the Public Records of Brevard County, Florida, more particularly described as follows:

The North half of the following described parcel abutting said Parcels 1 and 3:

That portion of Stone Street (said street being an un-named 50 foot wide right-of-way dedicated by "LAPHAM'S SUBDIVISION", recorded in Plat Book 2, Page 6 and re-dedicated as Magnolia Street by "SUNNYSIDE ADDITION TO COCOA, FLORIDA", recorded in Plat Book 2, Page 34, both of the Public Records of Brevard County, Florida), which lies west of the west right-of-way line of U.S. Highway No. 1 and east of the east right-of-way line of the Florida East Coast Railway (a 100 foot wide right-of-way), more particularly described as follows: Begin at the Southeast corner of Lot 1, Block "C" of "LAPHAM'S SUBDIVISION" recorded in Plat Book 2, Page 6 of the Public Records of Brevard County, Florida, (said point being on the west right-of-way line of U.S. Highway No.1 as defined by Florida Department of Transportation Right of Way Maps, Section 70020, W.P.I. 5110519, F.P. 237592-1, dated 7/30/04), thence run west, along the north right-of-way line of Stone Street, a distance of 156 feet, more or less, to a point on the east right-of-way line of the Florida East Coast Railway; thence southeasterly, along said east right-of-way line, a distance of 53.5 Feet, more or less, to a point on the south right-of-way line of said Stone Street; thence east, along said south right-of-way, a distance of 160 FEET, more or less, to an intersection with the west right-of-way line of U.S. Highway No. 1 (a variable width right-of-way) as defined by the aforesaid Florida Department of Transportation Right of Way Maps; thence northwesterly, a distance of 55 Feet, more or less to the Point of Beginning.

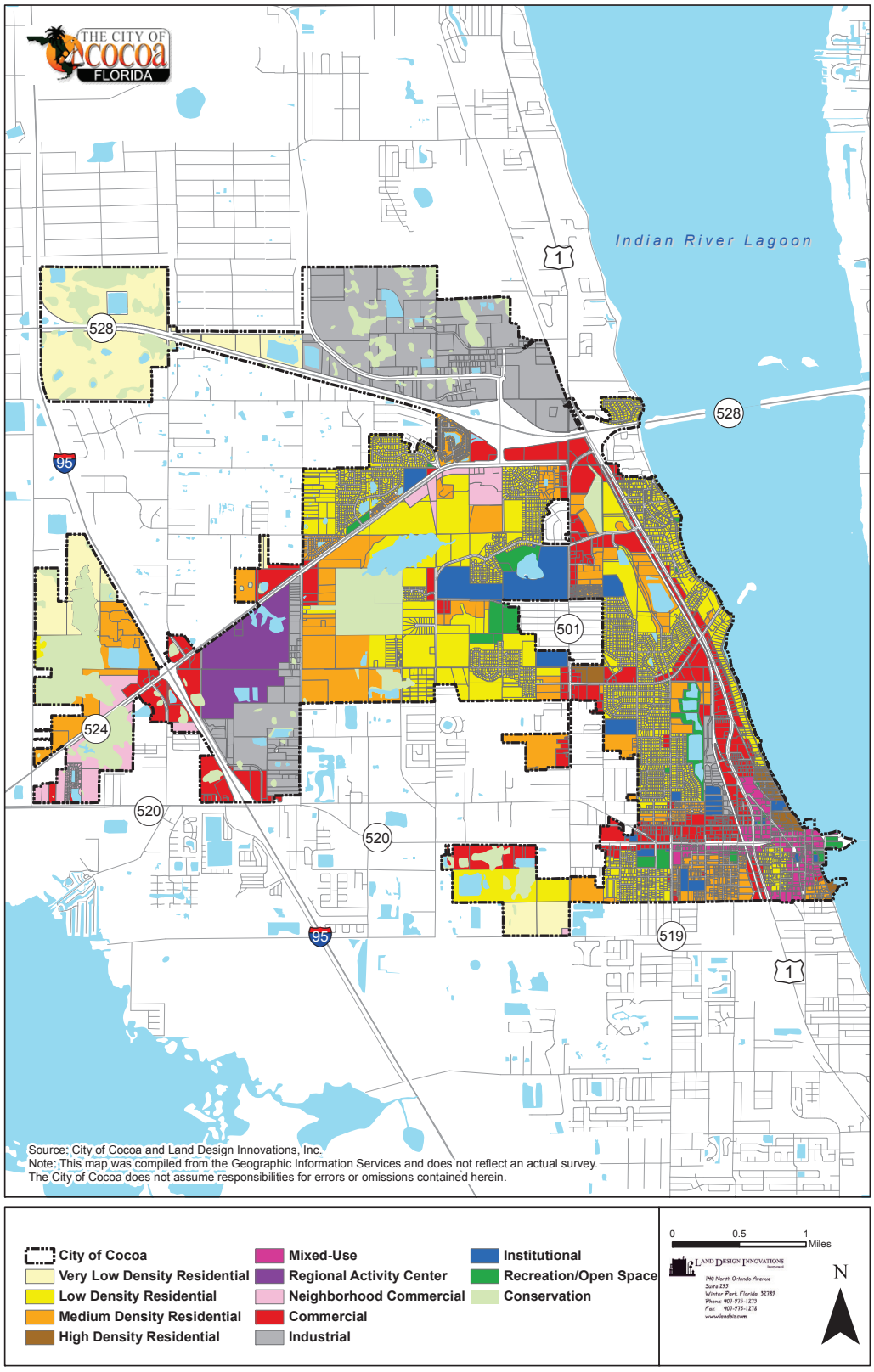
Together with:

Lot 11, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida, LESS road right-of-way.

Lot 12, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

Lot 13, Block D of LAPHAM'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 2, Page 6, of the Public Records of Brevard County, Florida.

Map M-I-7: Future Land Use Map



LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

CITY OF COCOA (TE)
Accounting Division
City Of Cocoa - Te
65 Stone ST
Cocoa FL 32922-7982

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the 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 Notices, was published on the publicly accessible website of Brevard County, Florida, or in a newspaper by print in the issues of, on:

01/23/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 01/23/2024

Legal Clerk

Notary, State of WI, County of Brown

1-7-25

My commision expires

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KATHLEEN ALLEN
Notary Public
State of Wisconsin

Ad#9756679 1/23/2024

CITY OF COCOA
NOTICE OF PUBLIC HEARING, ZONING MAP AMENDMENT AND SITE PLAN & PRELIMINARY PLAT APPROVAL
NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD/LOCAL PLANNING AGENCY AND CITY COUNCIL PROPOSE TO CONSIDER THE FOLLOWING:

PZ-24-02100001 – ZONING MAP AMENDMENT (301 S. Cocoa Blvd)

A. Ordinance XX-2024. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; amending the Official Zoning Map designation of eleven (11) parcels of real property, totaling 1.39 acres, more or less, and generally located on the southwest corner of SR-520 and US-1, more particularly depicted and legally described on Exhibit "A" attached hereto, from Commercial Parkway District (C-P) to Neighborhood Commercial (C-N); providing for the repeal of prior inconsistent ordinances and resolutions, severability, and an effective date. Parcel ID numbers: 24-36-33-31-A-5, 24-36-33-31-C-1, 24-36-33-31-D-11, 24-36-33-31-D-12, 24-36-33-31-D-13, 24-36-33-31-C-2, 24-36-33-31-*-R.1, 24-36-33-31-*-R.2, 24-36-33-31-*-R.3, 24-36-33-31-*-R.4, and 24-36-33-31-*-R.5.

PZ-21-00100002- SITE PLAN AND PRELIMINARY PLAT APPROVAL (Lakes at Cocoa Groves)

B. Consideration of a large-scale site plan and preliminary plat, pursuant to Chapter 18 and Appendix A, Zoning, Article XIII, Sec. 1 of the Cocoa City Code, of one (1) parcel of real property, totaling 246.43 acres, more or less, and generally located on the northeast corner of SR-528 and I-95, in Cocoa, Florida, for a residential subdivision of approximately 350 lots with private recreational common space and amenities. Tax Parcel ID number: 24-35-10-00-3.

PLANNING & ZONING BOARD/ LOCAL PLANNING AGENCY PUBLIC HEARING WILL BE HELD FOR BOTH ITEMS ON:
February 7, 2024
CITY COUNCIL 1st PUBLIC HEARING FOR ITEM A WILL BE HELD ON
February 13, 2024
CITY COUNCIL FINAL PUBLIC HEARING FOR THE PRELIMINARY PLAT IN ITEM B WILL BE HELD ON
February 13, 2024
ALL HEARINGS WILL TAKE PLACE AT 6:00 P.M. OR SOON THEREAFTER IN THE COCOA CITY HALL COUNCIL CHAMBERS LOCATED AT 65 STONE STREET, COCOA, FL

General Notice Information:

This is a public meeting. Interested parties are hereby advised that they may appear at said meeting and be heard. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, Assistant City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov.

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 BOA, P&Z Board/LPA or 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.

The BOA or PZ Board/LPA meeting may include the attendance of one (1) or more members of the Cocoa City Council who may or may not participate in the Board discussions held at this public hearing. The BOA, PZ Board/LPA and City Council reserve the right to continue or postpone hearings to a date certain without re-advertising.

Public Participation Information:

Members of the public may view the meeting agenda, ordinances, project applications, supporting documents, and staff reports on the City's website at the following link prior to attending or commenting:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

Documents pertaining to the above may also be inspected at the Community Services Department, between 8:00 a.m. and 5:00 p.m., Monday through Friday, or by phoning (321) 433-8535.

Interested persons may submit their written comments or questions prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda at the link above. Any electronic comments submitted will be made part of the meeting record.

Viewing In Real Time. Interested persons are encouraged to view and listen to the hearings live by accessing the meetings at the following internet address:

• City of Cocoa meeting calendar at https://cocoa.legistar.com/Calendar.aspx

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

Special Information for Quasi-Judicial Hearings:

Any person that (1) can demonstrate that they may suffer special damages different in kind and degree from that of the general public at large; and (2) wishes to present factual or expert witnesses and/or evidence at the quasi-judicial hearing is highly encouraged to immediately contact Lucilene Ribeiro, Planner, at (321) 433-8535 or lribeiro@cocoafl.gov, to make proper arrangements for presentation of witnesses and/or evidence. All witnesses should be identified and all evidentiary documents and exhibits that are intended to be distributed to the BOA, P&Z/LPA and City Council should be submitted to Ms. Ribeiro via email or mail at least three (3) days prior to the hearing.

Legislation Details (With Text)

File #:	24-325	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/30/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Approve the District 4 Brevard County Parks and Recreation Interlocal Agreement.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FY 24 - Parks and Recreation Overview and Maintenance Agreement 060424 Special Council Cocoa Parks Agreement 071924 Revisions.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 30, 2024
Agenda Date: July 9, 2024
Prepared By: Abby Morgan, P.E., Public Works Director/City Engineer
Through: Stockton Whitten, City Manager
Requested Action:
Approve the District 4 Brevard County Parks and Recreation Interlocal Agreement.

BACKGROUND:

Brevard County Recreation District 4 is a taxing district that levies property taxes on the Cities of Cocoa, Rockledge, and a portion of the unincorporated County. The district's governing board comprises the Cities of Cocoa, Rockledge, and Brevard County members.

Brevard County has operated and maintained all the parks in Recreation District 4, including all Cocoa and Rockledge Parks, through Interlocal Agreements for over 40 years. The current Interlocal Agreement with the City of Cocoa expired in 2011, and the Interlocal Agreement with Rockledge expires in 2031.

Under the expired Interlocal Agreement, the County assumed the costs of operations and maintenance as well as some capital improvements to the Parks within the City of Cocoa except for: Bracco Pond Park, Cocoa Conservation Area, Cocoa Riverfront Park, Johnnie Johnson Nature Trails, Lee Wenner Park and Taylor Park. The City of Cocoa has also provided for some investments into their Parks.

The Brevard County Parks and Recreation Department has continued to operate and maintain the City Parks and make capital investments in cooperation with the City of Cocoa. In Fiscal Year 2022-2023, Recreation District 4 generated $568,957 within the City of Cocoa. The expenses for the

Cocoa Parks operations, maintenance, and capital projects totaled $1,683,713, leaving the County to fund the remaining deficit.

In the last couple of years, the City has provided comments on the County proposed Interlocal Agreement. The latest proposed Interlocal Agreement includes several updates, language clauses, and notifications. It also addresses responsibility for utility payment and termination language. The current Interlocal Agreement differs significantly from the expired Interlocal Agreement in the County's responsibilities in utilizing District 4 taxes. The current Interlocal Agreement presented to Cocoa would require the City to maintain or replace any equipment or fixture over $5,000. In addition, once the City of Cocoa's expenditures exceed the Recreation District 4 tax revenues, the County will only be responsible for 50% of the operating and maintenance of the parks and no amount above $2,500 for any other costs outside of staffing.

On April 24, 2024, Brevard Board of County Commissioners approved direction to staff regarding the proposed Interlocal Agreement with the City of Cocoa for the operation and maintenance of Cocoa parks with the following options:
1. Present the proposed Interlocal Agreement to the City of Cocoa as is for their approval by October 1, 2024.
2. If the City does not approve the Interlocal Agreement by July 31, 2024, the County will notify the City that it will cease to maintain the City of Cocoa Parks on October 1, 2024, at the beginning of the fiscal year.
Staff has worked with the County and has come to agreement on the terms and conditions of the interlocal agreement. It will be effective when all parties have executed the agreement and will expire on September 19, 2031. The City will have to budget for these parks costs for each year of the contract. Staff has included approximately $500,000 in the FY24 budget as estimated costs as a result of this interlocal agreement.

Staff requests approval of the interlocal agreement with Brevard County for parks maintenance.

STRATEGIC PLAN CONNECTION:

Comprehensive Plan Policy 10.1.1.1: Continue the inter-governmental coordination involved in the established Brevard County Parks and Recreation District 4.

BUDGETARY IMPACT:

If the city enters into the Interlocal Agreement, there will be annual budgetary impacts.

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

Approve the District 4 Brevard County Parks and Recreation Interlocal Agreement.

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City of Cocoa Parks and Recreation

June 4, 2024

Current City Maintained Parks

Council District	Park	Location
1	Carmalt Park	Carmalt St. and Forrest Ave.
1	Thomas Cole Stormwater Recreation Area	Barbara Jenkins and Pineapple Ave.
1	Lee Wenner Park	300 Riveredge Blvd.
1	Myrt Tharpe Square	12 Stone St.
1	Peachtree Park	Peachtree and Forrest
1	Regina Myra Park	Lucas ln.
1	Riverfront Connector	Lee Wenner to N. Indian River Drive
1	Riverfront Park	430 Delannoy St.
1	Scarborough Park	1st and Brunson
1	Taylor Park	Delannoy Ave. and Harrison
1	Bracco Stormwater Facility	Plaza Parkway and Crestview
2	Jim Wallen Park	Circle Dr.
2	Helow Park	Dixon and N. Fiske
3	Cocoa Conservation Area	1714 Cocoa Bay Blvd.
3	Otterbein Park	Otterbien and Slippery Rock Dr.
4	Brevard Museum*	2201 Michigan Ave.
		Total Estimated Cost to Maintain: $448,800

Parks and Recreation Background

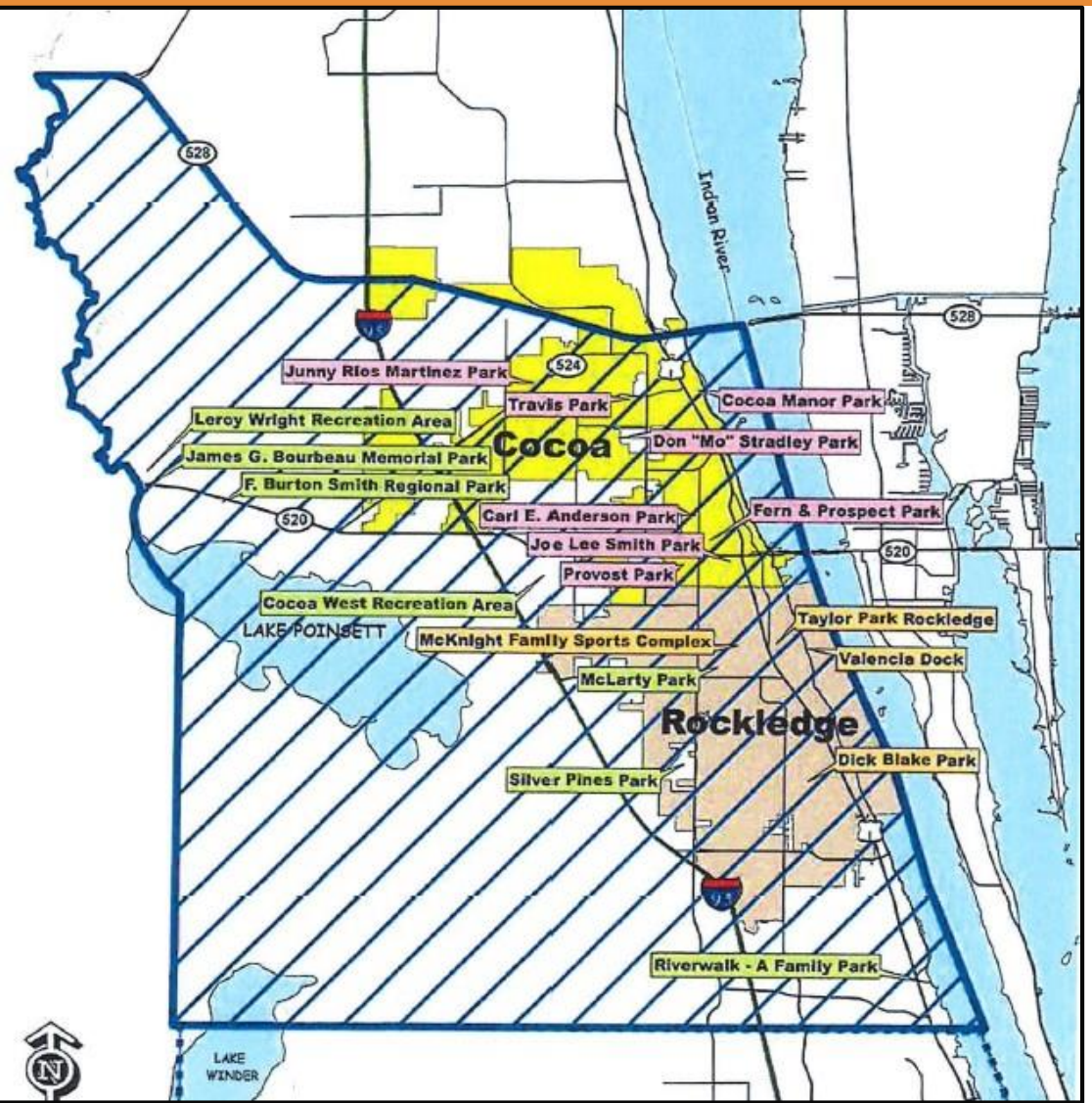
- Recreation District 4 was established in 1961 to provide funding for recreational facilities and programs to the residents of Cocoa, Rockledge, and surrounding Unincorporated Brevard County.

- This was a State Legislative action to help address the gap in park and recreational areas within this area.

- Current Expired Maintenance Agreement (2011)
  - Currently operating under the terms of the Agreement

- Current Level of Service Exceeds the Comprehensive Plan Requirement
  - 1.25 acres per 1,000 population
  - Current Population 18,833= 23.54 acres of park space
  - City currently has 323.58 acres of park space

Brevard County District 4 Recreation Area



Brevard County (6)

- Leroy Wright Recreation Area
- James G. Bourbeau Memorial Park
- F. Burton Smith Regional park
- Cocoa West Recreation Area
- Silver Pines Park
- Riverwalk Park

Cocoa (8)

- Carl E. Anderson Park
- Cocoa Manor Park
- Don “Mo” Stradley Park
- Dr. Joe Lee Smith Park
- Fern & Prospect Park
- Junny Rios Martinez Park
- Provost Park
- Travis Park

Rockledge (8)

- Dick Blake Park
- Larry Schultz
- Martin Anderson Senior Center
- McKnight Family Sports Complex
- McLarty Park (Brevard County Lease)
- Silver Pines
- Taylor Park - Rockledge
- Valencia Dock

Brevard County Maintenance Agreement

	November 2023 Draft Agreement	April 2024 Maintenance Agreement
Term	Ten years with two options for renewal of five-year periods.	Term shall be for a period to September 19, 2031.
County's and City's Duties and Responsibilities	1. The County shall keep the subject property and all improvements thereon in good condition and appearance. Details the maintenance standards and modes with specific maintenance tasks and frequencies in Exhibit "C".; 2. The County shall be responsible for the provision and costs of day-to-day routine maintenance.; 3. At the end of the term, the County shall return the subject property in a good state and condition as reasonable use and wear would permit.	1. The County shall keep the subject property and all improvements thereon in good condition and appearance. Exhibit "C" with specific tasks and frequencies has been removed.; 2. The County shall still be responsible for the provision and costs of day-to-day routine maintenance.; 3. At the end of the term, similarly, the County shall return the subject property in a good state and condition as reasonable use and wear would permit.
County's Responsibilities Utilizing the District Four Administrative Taxes	1. County's responsibility includes garbage/solid waste removal and electricity.; 2. City pays for additional utilities such as telephone, cable/satellite TV, internet access, and security system operation/monitoring.; 3. County's responsibility for maintenance costs is capped at $5,000 per item.	1. City shall pay the costs, if applicable, of the following utilities: electricity, water, sewer.; 2. The County shall additionally be responsible for the telephone, cable/satellite TV, internet access, and security system operation/monitoring garbage and/or solid waste removal at the locations; 3. Similarly, City covers costs exceeding $5,000, including structural

Brevard County Maintenance Agreement

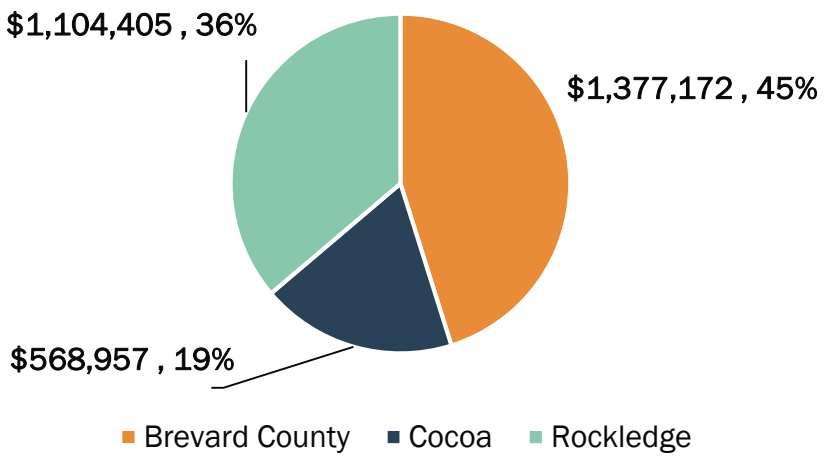
	November 2023 Draft Agreement	April 2024 Maintenance Agreement
Responsibilities in Excess of District Four Administrative Taxes	1. Should total expenditures including staffing and capital improvement projects subject to this agreement, exceed the District Four Administrative Taxing District revenue collected in the City of Cocoa for that fiscal year, the cost shall be split equally between the County and the City.City pays for criminal mischief or theft damages.; 2. County's maximum contribution (other than staffing costs) is $2,500 per item/occurrence.	No change in this section. 1. Total expenditures including staffing and capital improvement projects subject to this agreement, exceeding the District Four Administrative Taxing District revenue collected in the City of Cocoa for that fiscal year, shall still be split equally between the County and the City.; 2. Similar contribution limit of $2,500 per item/occurrence.; 3. City still covers criminal mischief or theft damages.
Alterations and Improvements	1. County may not make alterations or improvements to any infrastructure within any Park without first obtaining the prior written consent of the City.; 2. Fixed improvements remain with the Park upon agreement termination.; 3. County can remove non-fixed improvements purchased with Recreation District Four funds or County general funds.	Same as previous draft. 1. County improvements will need City approval.; 2. Fixed improvements remain with the Park upon agreement termination.; 3. County can remove non-fixed improvements purchased with Recreation District Four funds or County general funds.
Insurance	Only the City's insurance obligations are mentioned.	No Change.
Right of Entry	The City or its agent may at any reasonable time, with twenty-four hours notice.	The City or its agent may at any reasonable time, with notice.

Current Recreational Services Provided

- City of Cocoa
  - Sponsored/City Special Events
- Brevard County Parks and Recreation
  - Park Reservations, Park Programming, Youth Camps
- Brevard County Recreation Partner Agreements
  - Cocoa Youth Athletics (youth football, youth cheerleading)
    - Stradley Park
  - Cocoa Little League (youth baseball)
    - Stradley Park
  - Brevard Old Red Eye Rugby Club (adult rugby)
    - Provost West
  - Cocoa Police Athletic League
    - Dr. Joe Lee Smith Park
  - Cocoa Soccer Club
    - Provost Park
- Recreation Centers
  - Dr. Joe Lee Smith Center- youth, adult and senior programming
  - Travis Park Community Center- youth and adult programming

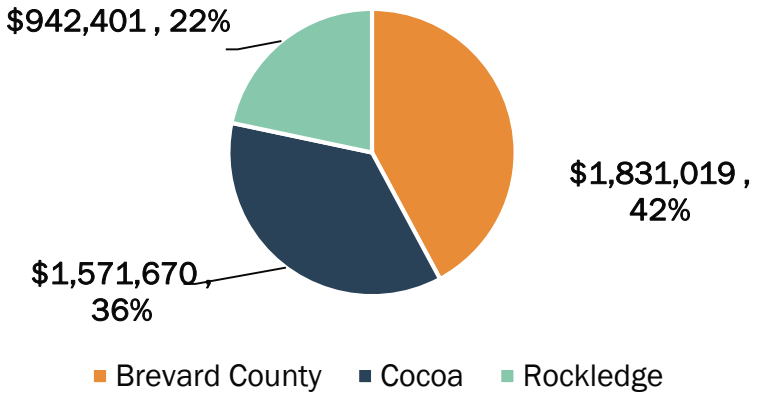
District 4 Revenue and Expenses

FY 22-23 District 4 Revenue by Jurisdiction



FY 22-23 District 4 Revenue Total: $3,050,534

FY 23-24 District 4 Maintenance Expenses by Jurisdiction



FY 22-23 District 4 Expense Total: $4,345,090

All capital improvement program funds in FY 22-23 district-wide went toward field renovations and concession renovations at Stradley, renovations at Travis, shade structures at Dr. Joe Lee Smith, Gilmore and Carl E. Anderson, and restroom renovations at Junny Rios Martinez

Estimated Annual City Cost to Maintain Current Brevard County Operated Parks

Cocoa Parks under Interlocal Agreement:	Operations Costs (22/23)	Revenue	Net	Parks w/Programs	Remove JLSCC
Carl Anderson Park	$56,493.93	$21.32	$56,472.61		
Cocoa Manor	$16,653.31	$0.00	$16,653.31		
Fern & Prospect	$39,477.55	$192.69	$39,284.86		
Joe Lee Smith	$436,921.00	$42,984.89	$393,936.11	$393,936.11	
Junny Rios Martinez Park	$124,465.83	$3,012.49	$121,453.34		
Provost Park	$149,273.11	$6,704.70	$142,568.41	$142,568.41	$142,568.41
Stradley Park	$527,807.39	$1,355.16	$526,452.23	$526,452.23	$526,452.23
Travis Park	$302,293.88	$27,445.12	$274,848.76	$274,848.76	$274,848.76
	$1,653,386.00	**$81,716.37**	**$1,571,669.63**	**$1,337,805.51**	**$943,869.40**

Estimated Annual City Cost to Maintain Current Brevard County Operated Parks Under New Agreement

	FY 22-23 Maintenance		City Annual Cost Under New Agreement		
Park	Operating Expenses	Budgeted Salaries	Agreement Section 5 (c)	Agreement Section 5 (d)	Repairs in FY 24
Carl Anderson Park	$2,197.14	$23,997.08	$352.41		
Cocoa Manor	$1,641.50	$14,754.01	$257.80		
Gilmore Park	$3,073.00	$35,845.63	$558.92		
Joe Lee Smith Park Community Center & Pool	$124,373.56	$246,278.49	$66,268.95		
Community Center Fire Alarm					$15,365.00
Pool					$105,375.00
Junny Rios Martinez Park	$6,493.12	$36,885.02	$2,841.69		
Provost Park	$7,815.32	$119,485.42	$21,972.37		
Stradley Park	$42,154.79	$73,770.04	$3,549.53		
Travis Park Community Center	$99,253.31	$145,573.25	$15,113.46		
	$287,001.74	**$696,588.94**	**$110,915.13**	**$207,316.84**	**$120,740.00**
TOTAL		**$983,590.68**			**$438,971.97**

Note: Cost does not include CIPs.

Estimated Annual City Cost to Maintain Current Brevard County Operated Parks

City	Number of Parks	Population	Staff					Annual Budget	
			Full	Part (0.5 FTE)	Seasonal (0.25 FTE)	Total	Emp/Park	Total Budget	Cost/Park
City of Margate	18	58,023	33	24	48	57	3.17	$5,280,574	$293,365.22
City of Lake Mary	17	16,698	19	9	0	23.5	1.38	$3,605,973	$212,116.06
City of Deland	19	32,413	39	1	0	39.5	2.08	$3,810,108	$200,532.00
City of Winter Springs	12	36,342	13	10	0	18	1.50	$2,389,039	$199,086.58
City of Oldsmar	11	14,657	19	10	0	24	2.18	$2,161,570	$196,506.36
City of Casselberry	17	27,950	17	1	0	17.5	1.03	$2,430,554	$142,973.76
City of Satellite Beach	15	10,873	8	23	0	19.5	1.30	$1,030,133	$68,675.53
City of Cocoa Beach	19	11,619	4	49	0	28.5	1.50	$1,245,759	$65,566.26
City of Crystal River	6	3,129	5	0	0	5	0.83	$386,321	$64,386.83
City of Cocoa (HIGH)	18	18,657	33.00	24.00	48.00	57.00	3.17	$5,280,574	$293,365.22
City of Cocoa (AVG)	18	18,657	20.78	15.66	5.33	29.95	1.66	$2,886,417	$160,356.51
City of Cocoa (LOW)	18	18,657	15.00	0.00	0.00	15.00	0.83	$1,158,963	$64,386.83

Summary

- The failed referendum in early 2000s crippled the D4 Parks ability to fund capital and routine maintenance. Seeking other opportunities to fund capital would help lessen the burden on the D4 revenue.
  - These funding sources could be a bond, revisited referendum, or a parks impact fee for new developments.

- The Operations and Maintenance funding can only be increased by a revisited referendum related to the D4 mileage rate, higher property values, or an additional assessment related to parks. This would require support from the entire Administrative Area. If there was a steady contribution to capital needs outside of the D4 revenue, this would also provide additional funding towards Operations and Maintenance.

Summary

- The City of Cocoa contributes approximately 19% of the District 4 revenue.
- The City of Cocoa receives approximately 36% of the total revenue.
- Historically, the Brevard County BOCC has further contributed general fund dollars beyond what District 4 is able to fund.

Summary

- Based on an average of the cities included in the Cost Comparison Chart, the City should seek to fund approximately 30 employees with an annual budget of $2,886,417. This would create a separate Parks and Recreation Department that would also absorb Leisure Services.
- Including the currently funded Leisure Services Staff (3 FTE and 5 PTE) a staffing need of 24.5 FTE is still needed. The Leisure Services Division is currently 37% vacant, even after citywide wage increases.
- The $2,886,417 does not include the initial capital outlay that would be needed.
- The equipment cost is estimated at $1.5-2.0M depending on the number of staff and there is an 18-24 month lead time on vehicles and equipment.

City Council Parks Operation Direction

On April 24, 2024, Brevard Board of County Commissioners approved direction to staff regarding the proposed Interlocal Agreement with the City of Cocoa for the operation and maintenance of Cocoa parks with the following options:

1) Present the proposed Interlocal Agreement to the City of Cocoa as is for their approval by October 1, 2024.
2) If the City does not approve the Interlocal Agreement by July 31, 2024, the County will notify the City that it will cease to maintain the City of Cocoa Parks on October 1, 2024, at the beginning of the fiscal year.

Recommendation

- Staff recommends entering into the D4 Maintenance Agreement with the County.
- The City prioritize parks needs based on the Parks Infrastructure Plan.
- As part of the annual budget planning, the City could utilize unspent funding to help complete those initiatives.

Interlocal Agreement

This Interlocal Agreement □ □d□ □□d □□□□r□d □□□□ □□ □□d □□□□ □□□□ □□□□ B□□rd □□C□□□□□ C□□ □ □□□□□□□□r□ □□Br□□□rd C□□□□□□□□□□r□d□□□ □□□□□□□□□□□□d□□□□□□□ □□□□□ □ □□□□ □□□□□r□d □□ hereinafter referred to as "C□□□□□", and the C□□□ □□C□□□□□□□□r□d□□□□ □ □□□□□□□□□□□r□□r□□□□ chartered under the laws of the State of Florida, hereinafter referred to as "C□□".

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Section 1. Purpose of Interlocal Agreement: □□□ □□r□□□□ □□□□□ □□□r□□□□A□r□□□ □□□ □□ d□□□□ □□□ r□□□□□□□□□□□□ □□□□□ C□□□□□ □□d □□□ C□□ □□ □□□□r□□□□ □□ □□□ C□□ □□r□□□ □□ □r□□□r□□ □□□□d □□ □□□□□□□“A”□□□□□□□□□d □□r□□□ □□d □ □d□ □ □□r□□□r□□□□□ □□□□r□□□r□□□□

[illegible] r [illegible] r [illegible] d [illegible] “Park(s)” or “Property”) [illegible] [illegible] [illegible] [illegible] r [illegible] r [illegible] [illegible] [illegible] [illegible] d [illegible] [illegible] Pr [illegible] r [illegible] [illegible] d [illegible] Pr [illegible] r [illegible] A [illegible] [illegible] [illegible] [illegible] d in Exhibit “B”, attached hereto and made a part hereof by this reference [illegible] [illegible] [illegible] [illegible]

[illegible] [illegible] [illegible] [

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Section 6. Alterations and Improvements:

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□□□□**Disposition of Alterations and Improvements at Termination:** □ □□□□ □□□□ □□□□□r□□□□□□□ □r □□□r□ □□□□□□□□□□ □□□□□□□□□ □□□□□□r□□□□□□ A□r□□□□ □□□□□□□□□□□□□□□d □□□□□r□□□□□□□□□□ □r □□□ □r□□□□□ □□□□□ □□□□□□□□r□□□ □□□□ □ □□□□ □□□□ P□r□ □□□d □□□□□ □□□□□□□□r□□□ □□□□ □ □□□□ □□□□ C□□□ □□□ □ □□□r□□□□□□□r□□□□□

Section 7. Indemnification: □□□□□ □□□r□□ □□□□□□□□□□□ □□□□□□□□ □□□r □□□□ □□□ □ □□□□□□□□□□□ □□d □□□□□□□□□□□□□□ □□d□□□□ □□□□ □□□□□□□□□□□□□□r□ □□□□□d □□□ □□□□ □□□□□□ C□□□□□□ □□□□□□□□□□□d□□□ □□□□□□□□□d□□□□□d □□d □□□d □□r□ □□□□□ □□□□ C□□□ □□□□□□□□□□□□□□ □□□□□□□□□□□□□□□□□□□□ □ □r d□□ □□□□□ □r□□□□□□ □□□□□□□□□□□ County's □□□□□□□□□□□□□□ □□□ □□□□□□□□□□□□□□□ □ □□□□ □□□□□ □□□□□□r□□□□□□□A□r□□□□ □□□□□□□□□d □□□□□ C□□□ □□□□□□□□□□□d□□□ □□□□□□□□□d□□□□□d □□d □□□d □□r□ □□□□□ □□□□ C□□□□□□ □□□□□□□□□□□□□□ □□□□□□□□□□□□□□□□□□□□ □ □r d□□ □□□□□ □r□□□□□□ □□□□□□□□□□□ City's □□□□□□□□□□□□□□ □□□ □□□□□□□□□□□□□□□ □ □□□□ □□□□□ □□□□□□r□□□□□□□A□r□□□□ □□□□□□□□□□ □□r□□□□□□□ □□d□□□ □□□□□□□□□□□□□□□□□□□□

of the insurance carrier's [illegible] [illegible] [illegible]

Section 15. Independent Contractor: [illegible] Agreement [illegible] Agreement [illegible] Agreement

[illegible]

Section 22. Severability: [illegible]

Section 23. Captions: [illegible]

Section 24. Notice: [illegible]

Section 25. No Third-Party Beneficiaries: [illegible]

Section 26. Execution in Counterparts: [illegible]

In Witness Whereof [illegible]

BOARD O[illegible] CO[illegible] COMM[illegible] O[illegible] R[illegible]
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Don “Mo” Stradley Memorial Park:

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Dr. Joe Lee Smith Park:

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Junny Rios Martinez Park:
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Travis Park:

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Park Amenity Inventory

1. Don “Mo” Stradley Memorial Park: Park Amenity Inventory: □□□r□□ C□□ □□□□□ B□□□□□□□□d □□ □□□□□□ □□□□□□□□□□□□□□□d □□ □□□□□r□□□□ □□□□□□□□□□□□□□□□ □r □□□□□□□□□R□□r□□□□ □□P□□□□□□ □ □□□□□□r□C□□□□□□□□□□□□ □□d P□r□□□□ Ar□□

2. Dr. Joe Lee Smith Park: Park Amenity Inventory: C□□ □ □□□□□□ C□□□□r□□ □ □□□ □ □□□□ P□□□□□ P□□□□r□□□d □ □□□□□□□ □□□□□□□□d P□r□□□□ Ar□□

3. Junny Rios Martinez Park: Park Amenity Inventory: □□□□□□□ C□□r□□ B□□□□□□□□□□C□□r□□ P□r□□□□ Ar□□□P□□□□□□ P□□□□□□□□R□□r□□□ □□P□□□□r□□□d □□d W□□□□□□□ P□□□

4. Provost Park: Park Amenity Inventory: R□□□□ □□□d □R□□□□ C□□□□□□□□□□□□□□□□r □□□d □ P□r□□□□ Ar□□□□□□□ □ P□□□□□□□□□ □□□ □□□□P□□□□□□□□ □□□□ □□□d □□r□□□□ □□□□□□□□□□□□□□□□□ □ B□□□□□□□□□C□□r□□□ □□□□□□ C□□r□□P□□□□r□□□d □□□□□□ □□□□□□□d □□□□□□□□□□□□d □

5. Travis Park: Park Amenity Inventory: P□□□r□□□d □□ □□d □□□□□□□□□□C□□r□□C□□ □ □□□□□ C□□□r□□ □□□□□r□P□r□□□□ Ar□□ □□d □□□□-□□□□B□□□□□□□□□C□□r□□

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Don “Mo” Stradley Sports Complex
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Mode II Locations
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Mode III Locations
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□□ **Standard Operating Procedures (SOPs):** Br□□□rd C□□□□□ P□r□□ □□d R□□r□□□□□ □ □□□d□rd O□□r□□□□ Pr□□□d□r□□ □□OP□□ □□□□□□r □□ □□□ D□□□r□□ □□□’□ P□r□□ Pr□□□d□r□□ M□□□□□□□ □□□□□r□ □ □ □□□ □□□□d□rd□ □□□□ □□ □□□ D□□□r□□ □□□□Dr□□□□r □□d □□□ □ □□□□□□□R□□r□□□□□ □□d P□r□ A□□□□□□□□□ □□d □r□ r□□□□□□□□ □□ □□□□□r□□□d□□r□ □□□□d□rd□ □□d □□rr□□□d □□□□r□□ □□□□ □r□□□□□□□ □□□□ P□r□□ Pr□□□d□r□□ M□□□□□□□□ □□□□□d □□□ □□r□□□□□□□d□ □□□□□r□□□□ □rd□r□ □□d B□□rd □□□□□□□□P□r□□ □□d R□□r□□□□□ D□□□r□□ □□□□ □□□□□□□□□□□ □□d □□□□□d□□ M□□□□□□□□□ □OP□ □□r □□□□□□□□□□□□ □r□□□d□r□□□ □d□ □□□□□r□□□□ □r□□□d□r□□□ □□□□□□□□□□ □r□□□d□r□□□ □ □□□□□□□□□□□ □□□□d□rd□ □□d □r□□□d□r□□□ □□d □ □□□□□□□□□□□□ r□□□□□□ □r□□□d□r□□□ □□□□ P□r□□ Pr□□□d□r□□ M□□□□□□ □□ r□□□□□d □□□□□□□□□□ □□ r□□□□□ □□□□□□□□□ □□ □d□□r□ □□□□d□rd□□ □□r□ □r□□□□□□□□□r □□□□□□□ □□d d□□□r□□ □□□□d□r□□□□□□□d□□□□□□□□□□□□□□ □r □r□□□d□r□□□

7□ **Safety:** □□□□d□rd O□□r□□□□ Pr□□□d□r□□ □□ □□□□ P□r□□ Pr□□□d□r□□ M□□□□□□ □□ □ □□□□ □□ □ □□□□□□□□□□□□ □□□□□□□ □□□□ □□□□r□ □□□□□ □r□ □□□□□□□□□□ □□□□ r□□□□r□□ □□□□□ □□□ □□□□□ Br□□□rd C□□□□□□ P□r□□ □□d R□□r□□□□□ P□r□ □□□□□□ M□□□□□□

8□ **Modes of Maintenance Checklists:** C□□□□□□□□□□ □□□□□□r □□ □□□□□□□ □ □□□ □□□□□□ □□□ □□□□□□□d *Maintenance Task, Daily, Weekly, Monthly, Yearly* □d *Comments*□ □□□□ □r□□□□□□□□□ □□□ □□□□ □ □□□□□□□□□□□□ □□□□□ is indicated by an “X” in □□□ □□□□r□□r□□□□ □□□□□□ □□□ □□□□ □□□□ □ □□□□□ □□□□□□□□ □r□□d□□ □□□r□□□□□□□□ □dd□□□□□□□ □□□□□r□ □□□□□ □r r□□□r□□□□□ □□□ □OP □□r □□d□□□□□ □r □□r□□□r □□□□r□ □□□□□□□

Modes of Maintenance Checklist – Mode I Parks

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GENERAL REQUIREMENTS CHECKLIST	Daily	Weekly	Monthly	Yearly	Comments
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GENERAL HOUSEKEEPING CHECKLIST	Daily	Weekly	Monthly	Yearly	Comments
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ROADWAYS, WALKWAYS, HARD SURFACES	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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PARK SYSTEMS	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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PARK FACILITIES	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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LANDSCAPE AND GENERAL GROUNDS	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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ATHLETIC FIELD TURF CARE	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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BALLFIELD AND ATHLETIC COMPLEX MAINTENANCE	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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HARD COURTS	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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Modes of Maintenance Checklist – Mode II Parks

GENERAL REQUIREMENTS CHECKLIST	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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GENERAL HOUSEKEEPING CHECKLIST	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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PARK SYSTEMS	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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PARK FACILITIES	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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LANDSCAPE AND GENERAL GROUNDS	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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ATHLETIC FIELD TURF CARE (Except Mode I Fields)	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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NON-ATHLETIC TURF CARE	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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BALLFIELD AND BALLFIELD COMPLEX MAINTENANCE (Except Mode I Fields)	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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HARD COURTS	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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SAND VOLLEYBALL COURTS	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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Modes of Maintenance Checklist – Mode III Parks

GENERAL REQUIREMENTS CHECKLIST	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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GENERAL HOUSEKEEPING CHECKLIST	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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P r r M B r r d P r r P r r d R D/D r/P r					P r OP 3 2 OP 3 2 1 d OP 4 23
C D r r Pr d r					P r OP 3 1
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PARK SYSTEMS	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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PARK FACILITIES	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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LANDSCAPE AND GENERAL GROUNDS	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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ATHLETIC FIELD TURF CARE (Except Mode l Fields)	**Daily**	**Weekly**	**Monthly**	**Yearly**	**Comments**
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Legislation Details (With Text)

File #:	24-416	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/19/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Brightline Update. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	COCOA BRIGHTLINE_2024_07_17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 22, 2024
Agenda Date: July 23, 2024
Prepared By: Stockton Whitten, City Manager
Through:
Requested Action:
Brightline Update.

BACKGROUND:

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

PREVIOUS ACTION:

RECOMMENDED MOTION:

Informational Only.

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CITY OF COCOA

BRIGHTLINE STUDY

JULY 2024

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OPPORTUNITY DEFINITION

WHAT IF THE BRIGHTLINE STATION WAS INSULATED BY COCOA'S PREMIER CREATIVE AND INNOVATIVE MIXED-USE DISTRICT?



CONNECTED



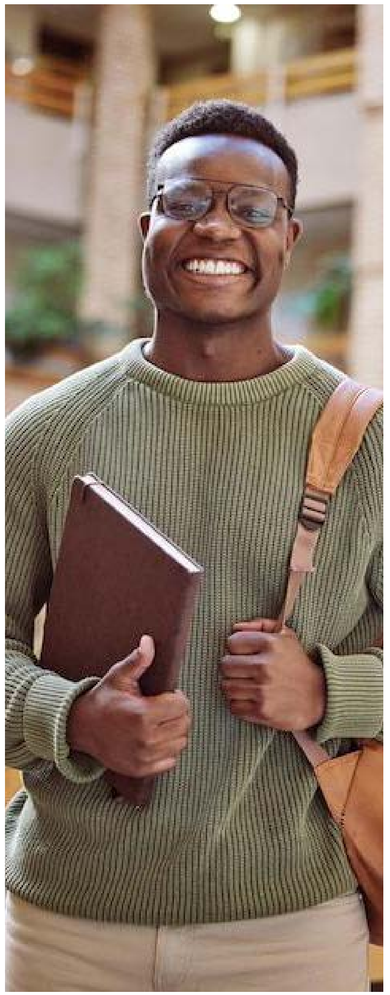
ACCESSIBLE



REJUVINATING



ATTAINABLE



EDUCATIONAL



CREATIVE



EMERGING SCHOLARS

- 21-25yo single-person households or living with roommates to save costs.
- Entering work force, likely employed full-time for first time in life.
- Likely to pursue job opportunities in new locations, might be moving far away from home.
- Household income roughly higher than US Average.
- Place great value on fitness & health.
- Extremely social, desires amenity areas to interact with other recent graduates.
- Emphasis on creating new social circles after leaving home/college.
- Close proximity to nightlife and entertainment desired.



YOUNG PROFESSIONALS

- 26-35yo single-person households & married couples.
- Household income 1.5x US average.
- Located in close proximity to metro areas.
- Many work from home, specializing in tech, management, sales, design & business operations.
- Love name brands, fashion trends.
- May change jobs often, requires flexible & impermanent living situations.
- Convenience is key: desires easy-button living, minimal commitments & home-focused responsibilities.
- Place great value on fitness & health.
- Highly social & drawn to gravitational scenes.
- Likely building wealth to buy a home or contribute to investment portfolios.
- Eats out often, fast-casual restaurants like Chipotle & Panera are preferred.
- Streaming content is big part of home life.



WAYWARD RETIREES

- Significant discretionary income and unencumbered by debt and childcare costs/ responsibilities.
- Will make up larger proportion of population moving forward due to the Baby Boomer generation.
- Seeking more age-agnostic, wellness-driven housing, environments, and experiences that blur the lines between old and young.
- Looking for ease of accessibility to services and goods, and a robust social lifestyle.
- Desires access to leisure destinations and ports of travel.
- Potentially downsizing living situation and seeking to simplify lifestyle.

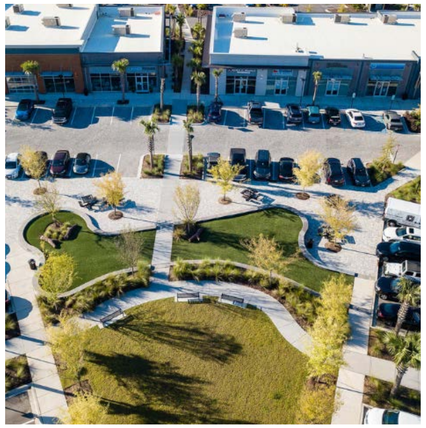
CASE STUDIES

MIXED USE DEVELOPMENT

FEATURES

Surround the transit hub with a well connected and self sustaining district with daily services, lifestyle commercial, and diverse housing opportunities.













MASTER STORMWATER SYSTEM / PARK

PROMISE

Create a net-environmental-benefit by leveraging natural characteristics of the site for storm water treatment and community enriching parkland.









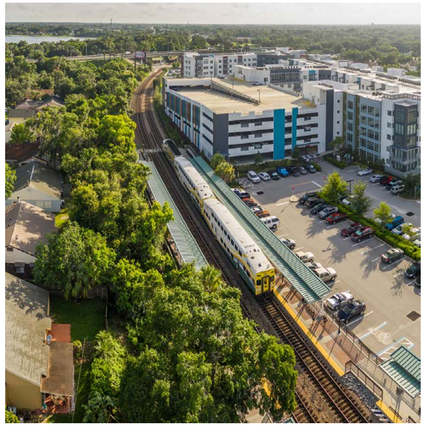




MASS TRANSIT

PROMISE

Embrace the Brightline station seamlessly within the development as an activating destination and regional connector.













CONCEPTUAL PLAN

Imagine a compact, well-connected mixed-use center with a regional tie. While the Brightline station and eclectic mixed-use surroundings will offer an urban experience, the village will be balanced and linked together by a green thread of natural wetlands.

A welcoming gateway park anchors the district arrival sequence at the corner of Michigan Ave and N Cocoa Blvd.

In paying respect to the native environment, a wetland park will cleans runoff and provide respite for Cocoa's newest urban dwellers and visitors.

Upstream of the wetland park, a dedicated master stormwater system will collect development rainwater centrally; freeing up valuable land for development.









CONTACT

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Legislation Details (With Text)

File #:	24-417	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/22/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Approve Resolution No. 2024-069 recognizing the resignation of Councilman Matthew Barringer and declaring a vacancy in Seat 3 of the City Council effective July 31, 2024. Take whatever action the City Council deems legally necessary to fill the Seat (District) 3 vacancy on the City Council pursuant to Article III, Section 10 (a) of the City Charter.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2024-069.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 22, 2024
Agenda Date: July 23, 2024
Prepared By: Stockton Whitten, City Manager
Through:
Requested Action:
Approve Resolution No. 2024-069 recognizing the resignation of Councilman Matthew Barringer and declaring a vacancy in Seat 3 of the City Council effective July 31, 2024. Take whatever action the City Council deems legally necessary to fill the Seat (District) 3 vacancy on the City Council pursuant to Article III, Section 10 (a) of the City Charter.

BACKGROUND:

Councilman Mathew Barringer has announced his resignation of Seat (District) 3 effective July 31, 2024.

City Charter, Article III, Section 10 (a) states that *"A vacancy in a councilmember's office shall occur upon the death, resignation, removal from office as authorized by law, or forfeiture of office of the councilmember. In the event of such a vacancy, it shall be the duty of the remaining members, absent the councilmember that created the vacancy, at either of the next two regular meetings following the creation of such vacancy, to select a duly qualified citizen to fill said vacancy until the next general election; except that no such appointment shall be made during the period between any election and the time the newly elected councilmembers are seated. Appointment of such person shall be by the affirmative vote of three (3) councilmembers."*

As such, the City Council has a "duty" to attempt to fill the vacancy, by majority vote of at least 3 of

the remaining City Councilmembers, at either of the next two regular Council meetings. The next two regular City Council meetings are scheduled for August 13, and August 27, 2024.

Given that the vacancy is related to Seat (District) 3, any person appointed to fill the vacancy must meet all of the qualifications for Seat 3 in order to serve on the City. Specifically, pursuant to Article III, Section 1 of the City Charter, that person *"shall have been domiciled within the district … for at least one year prior to the date of qualification for office and shall have the qualifications of a city elector and shall be domiciled within the district during their term as councilmember."*

Any person appointed by the City Council to serve in Seat 3 will serve the remaining balance of the existing four (4) year term which will expire at the general election held in November of 2024.

At this time, the City Council is working under a tight time frame per the City Charter. Generally, the City Council has the following two options for appointing a duly qualified person to fill the vacancy and serve as a Seat 3 City Councilmember:

1. The City Council can take a less structured approach and leave it up to each City Councilmember to nominate one or more duly qualified persons for consideration by the City Council. Again, the nominations must occur at either the August 13th or August 27th, 2024 meeting, or

2. The City Council can take a more structured approach and require that a public notice be published in various places advising interested candidates to file an application for serving in the District 3 seat by 12:00 P.M., Tuesday, August 6, 2024. Candidate application packages that are timely submitted to the Office of the City Clerk will be reviewed to determine whether the person is qualified to serve in Seat 3.

Any appointment of a qualified person made by the City Council to fill the vacancy will be effective immediately upon acceptance by the person and upon the candidate taking the oath of office.

However, City Charter, Article III, Section 10 (b) also provides that if the council fails to fill the vacancy by the conclusion of the second regular meeting following the creation of such vacancy, the city clerk is required to schedule a special election pursuant to Article XVII, Section 5 of the City Charter, to fill the vacancy for the balance of the unexpired term

Here, however, a separate special election is not required because the November 5, 2024, general election is only 97 days away from the vacancy's effective date of July 31, 2024. Thus, assuming the council had to schedule a special election, Article XVII, Section 5 provides that when a regular municipal election "is scheduled to be held within 100 days of the creation of such vacancy, … [then] … the special election shall be held on the same day as the regular municipal election." Therefore, the Charter would require the unexpired term to be filled by a qualified candidate on November 5, 2024. In this case though, District 3 is already scheduled for a general election for a new 4-year council term. As such, there is an intervening general election already scheduled within 100 days for District 3 and no special election will be required if the council is unable to make an appointment because the District 3 seat will be filled in accordance with its normal election schedule per City Charter.

Accordingly, if Council is unable to make an appointment of a qualified candidate to serve the

remaining balance of the District 3 term for approximately 3-months, the District 3 seat will just remain vacant until filled by the voters at the general election scheduled on November 4, 2024.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve Resolution No. 2024-069 recognizing the resignation of Councilman Matthew Barringer and declaring a vacancy in Seat 3 of the City Council effective July 31, 2024. Take whatever action the City Council deems legally necessary to fill the Seat (District) 3 vacancy on the City Council pursuant to Article III, Section 10 (a) of the City Charter.

RESOLUTION NO. 2024-069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, OFFICIALLY RECOGNIZING AND DECLARING EFFECTIVE ON JULY 31, 2024 A VACANCY IN DISTRICT SEAT 3 OF THE CITY COUNCIL, PURSUANT TO ARTICLE III, SECTION 10 OF THE CITY CHARTER; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article III, Section 11 of the City Charter, the City Council is the sole judge of the election and qualifications of its members; and

WHEREAS, a vacancy in a councilmember's office shall occur upon the death, resignation, removal from office as authorized by law, or forfeiture of office of the councilmember; and

WHEREAS, the City Council desires to recognize that Councilmember Matthew Barringer has submitted a resignation for his District 3 seat effective July 31, 2024; and

WHEREAS, in recognition of the resignation of Councilmember Matthew Barringer, the City Council desires to officially declare Seat 3 on the City Council vacant on July 31, 2024, pursuant to Article III, Section 10(a) of the City Charter; and

WHEREAS, due to the creation of the vacancy on July 31, 2024, the City Council intends to exercise its duty to attempt to appoint, by majority vote of at least three remaining councilmembers, a duly qualified citizen to fill the vacancy during the next two duly held regular City Council meetings; and

WHEREAS, if the City Council fails to fill the vacancy by the conclusion of the second regular meeting following the creation of such vacancy, which shall become effective on July 31, 2024, the City Council finds that a special election shall not be required due to the fact that within 100 days, an intervening general election is already scheduled on November 5, 2024 and the District 3 seat will be filled for a new 4-year term by the voters under District 3's regular election cycle at the general election scheduled on November 5, 2024. See Article XVII, Section 5 of the Cocoa City Charter (special election to fill council vacancy within 100 days of regular municipal election to be held on same day as the regular municipal election); and

WHEREAS, this Resolution is hereby deemed by the City Council to be in the best interest of the City of Cocoa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. Vacancy on City Council.

(A). Pursuant to Article III, Section 10(a) of the City Charter, the City Council hereby officially recognizes and declares City Council Seat 3 vacant due to the resignation of Councilmember Matthew Barringer. Said declaration and vacancy shall be deemed effective on July 31, 2024, pursuant to this Resolution.

(B). Pursuant to Article III, Section 10 of the City Charter, the City Council shall exercise its duty to attempt to appoint, by majority vote of at least three remaining councilmembers, a duly qualified citizen to fill the vacancy. The appointment shall be made at either of the next two (2) duly scheduled and held regular City Council meetings.

(C). If the City Council fails to fill the vacancy by the conclusion of the second regular meeting following the creation of such vacancy, which shall become effective on July 31, 2024, the City Council declares that the City Clerk will not schedule a special election to fill the vacancy because the vacancy is within 100 days of an intervening general election to be held on November 5, 2024, and the District 3 seat will be filled for a new 4-year term by the voters under District 3's regular election cycle at that general election. See Article XVII, Section 5 of the Cocoa City Charter (special election to fill council vacancy within 100 days of regular municipal election to be held on same day as the regular municipal election).

SECTION 2. Repeal of Prior Inconsistent Resolutions.

All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. Severability.

Should any section or provision of this Resolution, or any portion hereof, any paragraph, sentence, or work be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereto as a whole or part thereof to be declared invalid.

SECTION 4. Effective Date.

This Resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 23rd day of July, 2024.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, City Clerk

Legislation Details (With Text)

File #:	24-407	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	7/18/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Authorize the City Manager to publish RFP# P24-XX-COC, in accordance with the Community Redevelopment Act of 1969, to solicit proposals for the purchase and redevelopment of real property currently owned by the City of Cocoa, and located at 915 Florida Avenue within the Cocoa Redevelopment Area. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	AC24-2425 City of Cocoa MF Land (004).pdf 915 Florida RFP 7.22.24 (CLEAN)docx.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 18, 2024.
Agenda Date: July 23, 2024.
Prepared By: Charlene Neuterman, Community Services Director
Anthony Garganese, City Attorney
Through: Stockton Whitten, City Manager
Requested Action:
Authorize the City Manager to publish RFP# P24-XX-COC, in accordance with the Community Redevelopment Act of 1969, to solicit proposals for the purchase and redevelopment of real property currently owned by the City of Cocoa, and located at 915 Florida Avenue within the Cocoa Redevelopment Area.

BACKGROUND:

This Request for Proposal (“RFP”) is issued in accordance with the Community Redevelopment Act of 1969 (s. 163.330 - s. 163.463, Florida Statutes) and specifically related to the disposal of real property provisions set forth in Section 163.380, Florida Statutes.

The RFP (Exhibit A) invites developers and interested parties to submit a proposal to purchase and develop the 4.38-acre parcel situated at the Southwest corner of Rosa L. Jones Blvd. and Florida Ave., having an address of 915 Florida Avenue. A companion parcel (.55-acres) lies contiguous to the subject site and is owned by the City. The companion parcel, located within the City of Rockledge limits, will also be available to the selected developer for ancillary uses through an agreement with the City. There are several billboards on the parcel that must be maintained, and ownership of the parcel will be retained by the City.

This RFP is substantially based on the RFP recently used by the Cocoa CRA for a different property located at 603 Brevard Avenue and should already be familiar to the City Council. The RFP sets forth the intent by the City to sell/offer approximately 4.38-acres within the Cocoa Community Redevelopment Area for the purposes of developing the site for its highest and best use consistent with the findings set forth in the report issued by Tuttle-Armfield Wagner Appraisal and Research, Inc. on January 26, 2024. The selected developer will be required to enter into a binding development agreement with the City which will set forth the agreed upon terms and conditions of the selected development proposal including a development schedule under which the project will be completed.

The requirements of the proposals are as follows:

- A detailed account of proposed terms and purchase price for the property
- Proposer's detailed development experience identifying not less than five (5) years of experience related to the proposed use/project type
- Concept theme that does not severely duplicate or compete with any other business but rather complement the current market
- Comprehensive Development Schedule
- Estimated development costs and verifiable evidence of financial capability
- Design, with scaled drawings that demonstrates the project will meet design criteria required by current zoning requirements
- A colored rendering of the site, elevations and decorative structures (hardscape and entrance features)
- Primary contact names for the project proposal
- A list of any previous CRA and or City-project or project funded in whole/part by the CRA and/or the City that the Proposer or any member of the team was involved with directly/indirectly
- A signed Proposal Form

An opportunity for incentives may be available to the awarded project team. Those incentives may include:

- Assistance with the application and receipt of any City regulatory approvals as required for site plan approval
- Streetscape improvements within the right of way
- Modifications to existing public utilities if necessitated by the City vacation of existing streets and alleys - -
- The companion site for ancillary uses such as storm water management. Approved uses will be outlined in the binding development agreement required by this RFP.

The schedule for release of the RFP is as follows:

Action	**Date**
RFP Advertised:	To be determined
Pre-Bid Meeting (Non-Mandatory)	To be determined
Deadline for Respondent Questions:	To be determined
Proposal Submission Deadline:	**To be determined**

Evaluation and Selection:	To be determined
Presentations, if required:	To be determined

The selection criteria is stated in the RFP.

Staff is requesting approval of the RFP # P24-XX-COC, for the purchase of real estate and development of 915 Florida Avenue scheduled to be published on Vendor Link on August XX, 2024.

STRATEGIC PLAN CONNECTION:

Redevelopment of vacant property in a Community Redevelopment Area.

BUDGETARY IMPACT:

Budgeted N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Authorize the City Manager to publish RFP# P24-XX-COC, in accordance with the Community Redevelopment Act of 1969, to solicit proposals for the purchase and redevelopment of real property currently owned by the City of Cocoa, and located at 915 Florida Avenue within the Cocoa Redevelopment Area.

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The file *https://cocoa.legistar.com/View.ashx?M=F&ID=13162201&GUID=56CE2537-C1A0-4F0A-9BC4-E126F7254B8A* is a secure document that has been embedded in this document. Double click the pushpin to view.



REQUEST FOR PROPOSAL

FOR THE PURCHASE/DISPOSAL OF REAL ESTATE AND DEVELOPMENT OF A MIXED-USE PROJECT AT 915 FLORIDA AVENUE (FKA OAKS MOBILE HOME PARK) COCOA FLORIDA 32922 SITUATED IN THE COCOA COMMUNITY REDEVELOPMENT AREA



REQUEST FOR PROPOSAL
DISPOSAL OF REAL ESTATE, AND DEVELOPMENT OF A MIXED-USE PROJECT AT 915 FLORIDA AVE SITUATED IN THE COCOA COMMUNITY REDEVELOPMENT AREA IN COCOA FLORIDA 32922

This Request for Proposal **("RFP")** is issued in accordance with the Community Redevelopment Act of 1969 (s. 163.330 – s. 163.463, Florida Statutes) and specifically related to the disposal of real property provisions set forth in Section 163.380, Florida Statutes. The City of Cocoa, Florida a municipal corporation existing under the laws of the State of Florida invites Proposers to submit their qualifications, approach, conceptual design, financial and other terms for the Proposer to develop, design, permit, construct, finance, operate and maintain a mixed-use development project at approximately 4.38**- acre site (parcel number 24-36-33-80-00023 0-0000.00)** located at **915 Florida Avenue (FKA Oaks Mobile Home Park),** Cocoa Florida. A companion **0.55-acre parcel (parcel number 24-36-33-00-00755)** lies contiguous to the subject site and is also owned by the City of Cocoa. The companion parcel, which is located within the City of Rockledge, will also be available to the selected Proposer for ancillary uses through an agreement with the City only. There are 5 billboards on the parcel, which must remain. Ownership and access to the parcel will be retained by the City.

Although subject to change at the City's discretion, a current schedule of City known actions and deadlines regarding this RFP are as follows:

Action	Date
RFP Advertised:	Monday, August XX, 2024
Mandatory Pre-Bid Meeting Mandatory Site Visit	Monday, Month, Day, 2024
Deadline for Respondent Questions:	Monday, Month, Day, 2024
Proposal Submission Deadline:	**Friday, Month, Day, 2024**
Proposal Review	Friday, Month, Day, 2024
Presentations before Selection Committee (Optional):	TBD
City Council consideration of proposals – authorize negotiations with selected proposer	TBD
City Council consideration of negotiated Project Agreement with selected proposer	TBD

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL") and five (5) copies and one (1) electronic copy on CD or USB Flash Drive in PDF format, of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, RFP# P-??-??-COC. Respondent name and return address must be clearly identified on the outside of the envelope.

SECTION I. BACKGROUND

The City of Cocoa owns the property at 915 Florida Avenue, which is located within the Cocoa Village Redevelopment Area, and in accordance with the CRA's Redevelopment Plan, seeks to redevelop the property as a vibrant, active, dynamic keystone site that will further the City's and Community Redevelopment Agency's goals and objectives. The City desires a project that has the ability to provide adaptable mixed-use development on the site. This RFP has been issued in accordance with Section 163.380, Florida Statutes. As such, the City shall consider all such proposals consistent with this RFP and the financial and legal ability of the persons making such proposals to carry them out; and the City may negotiate with the selected proposer for the purchase, lease, or other transfer of the subject property for purposes of constructing a mixed-use project and meeting the objective of this RFP. The City may accept such proposal and negotiate a written agreement as it deems to be in the public interest and in furtherance of the purposes of the Act and the CRA's Redevelopment Plan.

The Project Agreement, if successfully negotiated, shall be subject to such covenants, conditions, and restrictions, including covenants running with the land, as the City deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the purposes of this RFP. The Project Agreement, if successfully negotiated by the parties and approved by the City Council, shall obligate the proposer to close on the conveyance of the subject property and devote the subject property to a mixed-use project and shall obligate the proposer to comply with such other requirements as the City of Cocoa may determine to be in the public interest, including the obligation to begin any improvements on such real property within a reasonable time and complete construction within the development schedule required by the City of Cocoa.

The property is currently zoned for Core Commercial (CC) use, primarily for high intensity urban development. The future land-use for the property is Mixed Use. This designation is intended for a wide range of urban style development. The main part of the property is also within the Cocoa Waterfront Overlay District and is designated in the South-End Subdistrict with a ("CL") notation for a Commercial Mixed Use- Large Building Type subject to a development agreement requirement. The Overlay District establishes urban design standards to perpetuate the positive design elements and the residential and commercial development patterns found within the Cocoa Village and Cocoa Community Redevelopment Area. The adjacent .55-acre parcel located within the City of Rockledge is zoned Residential Mixed Use (RMU).

Respondents should review and evaluate the applicable Comprehensive Plan and Zoning Code requirements to determine the development requirements for these land uses and zoning designations before submitting a proposal.

The development of a mixed-use project at 915 Brevard Avenue is expected to serve as a catalyst for redevelopment in the south-western portion of Cocoa Village. Proposals submitted under this RFP should be attractive, stimulate additional development activity, provide opportunity for new small business growth, and substantially add to the vibrancy of Cocoa Village. Proposers are encouraged to seriously consider incorporating compatible neighborhood commercial uses on the NE portion of the site fronting Florida Avenue and Rosa L. Jones.

Cocoa is a unique, vibrant and diverse community situated in the heart of the Space Coast along the Indian River in Brevard County. The city serves as the gateway to the Space Coast's beautiful beaches and activities, and Central Florida's many amenities. The Metropolitan Area which includes the city of Cocoa which according to the Milken Institute, has the second-best performing economy in the United States and is rated the third Best Place to Live in Florida per US News and World Report. Recently, Brightline extended their commuter rail system from South Florida, through Cocoa, to Orlando, expanding opportunities in the Central Florida region. Earlier this calendar year Brightline announced that the City of Cocoa will be the location of a new Brevard Brightline Station.

The development site is situated within historic Cocoa Village, the downtown core of the City of Cocoa. Cocoa Village offers shopping, dining, and entertainment. Downtown Cocoa Village is home to historic landmarks such as the Porcher House, Derby Street Chapel, and the Historic Cocoa Village Playhouse and the Cocoa Civic Center. Cocoa Village annually hosts numerous events ranging from concerts, seminars, marathons, cruise ship tours, car shows, weddings, and much more. Also located in Downtown Cocoa Village is Riverfront Park and Amphitheater, which hosts over 65 special events attracting hundreds of thousands of visitors each year to our area and has day dock facilities for boaters. Cocoa Village is merely minutes to attractions such as Port Canaveral's cruise port (the world's busiest cruise port), Kennedy Space Center, the Brevard Zoo, and the USSSA sports complex.

SECTION II. PROPERTY DESCRIPTION

The Subject Property consists of two parcels and is legally described on Exhibit "A." The two parcels combined represent 4.932 acres of commercially zoned land. The majority of the site is zoned "CC" Core Commercial, and a small portion is zoned "C2", General Commercial within the City of Rockledge. The larger parcel is a **4.38-acre site** (parcel number 24- 36-33-80-00023 0-0000.00) situated at the Southwest corner of Rosa L. Jones Blvd and Florida Avenue, having an address of **915 Florida Ave (FKA Oaks Mobile Home Park)** Cocoa Florida (See Survey attached as Exhibit B). The zoning for this parcel allows for 125 dwelling units per acre to be developed up to a maximum of 616 units, however, the maximum density and intensity of a project could be less and will be required to be negotiated and approved by the City Council by written development agreement. The companion 0.55-acre parcel (parcel number 24-36-33-00-00755) lies contiguous to the subject site (See Survey attached as Exhibit B).

The future land-use for the property is "Mixed Use". The property is zoned "Commercial Business District – Cocoa Village Overlay (CBD-CVO)" and "Cocoa Waterfront Overlay District". The maximum height for the proposed project is eight (8) stories subject to approval by the City Council of a development agreement, however, the maximum height of a project could be lower and will be required to be negotiated and approved by the City Council by written development agreement.

The property has access to all typical utilities including but not limited to water, electric, telephone, sewer, and internet. However, any project developed on the subject property will be subject to a concurrency evaluation in accordance with applicable law.

SECTION III. INTENT

The City of Cocoa, by this RFP, sets forth its intent to sell/offer approximately **4.932 acres** within the CRA

area to develop a project that has the ability to provide an adaptable mixed-use development consistent with the CRA's and City's policies and objectives located at 915 Brevard Avenue (the former Oaks Mobile Home site) in Cocoa Florida.

To be considered, the City will consider certain developments that best develop the property into a vibrant, active and dynamic keystone site that will further the CRA's and City's policies and objectives. **The City seeks a development partner who can offer a serious and concrete plan for a feasible and viable project that will serve as a catalyst for further economic development, enhance the quality of life for residents.**

The City is not aware of any known soil or groundwater contamination that may adversely affect development, but developers will be required to conduct their own due diligence regarding the property and provide copies of any environmental reports to the City of Cocoa. The site has been vacant and occasionally utilized for public parking since the City of Cocoa acquired the subject property for redevelopment in 2016.

SECTION IV. HIGHLIGHTED REQUIREMENTS

The City is seeking an experienced and well-financed developer that is capable of immediately developing the Property. The Proposer must first submit a proposal meeting the requirements of this RFP including submitting elevation drawings or other photos/illustrations and conceptual site development plan. Proposals will then be evaluated and ranked by the City Council and/or a committee appointed by the City Council. The top ranked proposer will then be invited to negotiate the terms and conditions of a written project agreement with the City. The selection of the top ranked proposer does not in any way form a contract with the City. Rather, it is simply an invitation to commence negotiations with the City to draft a mutually agreeable project agreement which shall be subject to consideration and final approval by the City Council. No guarantees or representations whatsoever are given by the City that the selected proposer will be able to successfully negotiate a written project agreement with the City Council, and neither is the City obligated or required to provide an executable project agreement. If selected and invited to negotiate a project agreement, the negotiation period shall not exceed three (3) months and can be terminated at any time by the City Council. Upon expiration or termination of the negotiations, the City Council may choose to negotiate with any other proposer or terminate the RFP at the City Council's sole and absolute discretion. A contract is formed with the City only at such time the City Council and selected proposer approve and execute the written project agreement. Otherwise, the selected proposer, regardless of the fact that a proposal was submitted, and the parties negotiated, has no rights whatsoever to acquire the subject property and/or construct a mixed-use project on the property. Additionally, the selected proposers must be able to commit to complete construction of the mixed-use development within twelve (12) to eighteen (18) months from the date that the site plan is approved by the City.

The project agreement is expected to address the agreed upon terms and conditions of the project including, but not limited to, the proposed conceptual site development plan, building elevations, covenants, conditions, and restrictions, including covenants running with the land, as the City deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the purposes of this RFP which are to construct a MIXED-USE DEVELOPMENT project, and such other design, permitting, financial, development schedules, and construction terms and conditions deemed necessary by the City.

SECTION V. INCENTIVES

All potential proposers should be aware of the City's need for additional public parking. A proposal that incorporates public parking may receive financial incentives towards the land purchase.

The City may provide additional incentives including as follows:

A. Assistance with the application and receipt of any City regulatory approvals as required for site plan approval.
B. Streetscape improvements within the right-of-way.

C. Modifications to existing public utilities if necessitated by the City vacation of existing streets and alleys.

D. The companion site for ancillary uses such as stormwater management.

SECTION V. PROPOSAL REQUIREMENTS

Each firm must satisfy the minimum requirements listed below to be considered. Firms that do not meet the minimum requirements as determined by the City, at its sole discretion, will be deemed non-responsive and not considered for award. **All decisions made by the City Council shall be deemed Final.** All Proposers must demonstrate the following:

COVER LETTER
Proposer shall submit a letter of interest *signed by an authorized representative that can contractually obligate and bind the firm making the Proposer*. The Proposer or authorized representative is attesting that the information provided is current and factual.

The letter shall include:

- Date
- Proposers Information (history, length of existence & business structure)
- Representatives Contact Information (telephone number and email address)
- Proposer's federal taxpayer identification number
- Confirmation of Proposer meeting **ALL** minimum requirements
- Type of ownership, if applicable (small business, small disadvantaged business or women-owned business)
- A detailed description of the nature and status of any pending or completed litigation claims made, contract disputes, alleged defaults and liens arising in connection with the performance of any services by your company or by current or former members of your firm, within the last three years. If proposer intends to utilize subcontractors or sub-consultants, provide similar information for the subcontractors/sub-consultants.

Anonymous proposals or proposals submitted by third parties claiming to be acting on behalf of the firm who will be responsible for contracting with the City and completing the mixed-use development

will not be accepted.

TABLE OF CONTENTS

Include a clear identification of the materials included in the Proposal by numbering them and providing the proper page number.

QUALIFICATIONS (TAB 1)

PROPOSER/COMPANY QUALIFICATIONS

- A detailed summary of the developer's experience in being the lead developer for the acquisition and development of a mixed-use development.
- A brief description of at least (3) most comparable projects that the developer has served as the lead developer and has successfully completed.

NOTE: The use of past project photos, renderings and graphics from the developer's previously completed projects are highly encouraged, and the lack of such photos, renderings and graphics in the proposal may be construed by the City that the developer is lacking the experience that the City is seeking for this project.

TEAM QUALIFICATIONS

- Team members and credentials
- Include information for the proposed Master Planner, Architect, or Contractor for the project
- Provide up to two comparable projects undertaken, as part of this team or separately by each professional. (Note which projects the professional consultants and contractors provided the services on behalf of the Proposer).
- Team credentials include, but are not limited to, specialized qualifications, education and experience. Brief background outlining relevant work performed within the last five (5) years.
- Provide the Florida registration numbers of professional personnel.

PROPOSED USE (TAB 2)

- **PROPOSED USE OF SITE**
- Describe the proposed use of the site.
- Include conceptual plans, elevations, renderings, etc. Anticipated square footage per use, estimated parking counts, and number of stories in proposed structures, if applicable.
- A conceptual site development plan, drawn to scale, evidencing that the plan will satisfy current zoning requirements for a "Commercial/Mixed-Use building type, to the extent that a development agreement is approved, and the planning objectives of the Cocoa CRA Master Plan, and overlay performance criteria.
- Colored renderings of the site and front, back and side elevations of building (s) and decorative structures such as hardscape features and entrance signs.
- Describe the organization and future plans of the proposed end users of the site; include information on past and future business operations of the user. Provide market-based data supporting demand and feasibility as well as estimated rental rates/sales prices (if applicable).

- **Requested Waivers.** A summary of any relief to be proposed from the Land Development Code or the Waterfront Overlay District (South-End Subdistrict) for items such as building size, height, coverage, material finishes, parking requirements, or landscaping; or a summary of any relief to be proposed from fees associated with site plan review of the property.

- **PROPOSED COMPLETION TIME**

- Describe proposed completion time for this redevelopment, outline time frames for site planning, permitting, construction, etc.

FINANCIAL REQUIREMENTS (TAB 3)

- **FINANCIAL ABILITY**
- Provide sufficient evidence of secured financing, or having the ability to secure all required financing no later than the time of committing to complete the mixed use development project by contract with the City of Cocoa . Evidence of financial resources to complete the proposed project in a timely fashion and provide long-term financial support to the project after built is a material and absolute minimum requirement. Proposers with speculative, highly contingent, or unsubstantiated financial resources should not submit a proposal under this RFP because they will not be considered by the City.
- Funding Mechanism. Explain the proposed funding mechanism amount (i.e. how the redevelopment will be funded) timeframe and terms. The proposer is responsible for all building and other permits and fees which are associated with the proposed project unless otherwise contractually noted. Prospective bidders may submit bank documents that support their application.

NOTE: This evidence can be shown by the Proposer's audited or compiled financial statements, or signed letters from banks or equity sources with verifiable funds to complete the project. Such letters must be on bank or equity source letterhead and include details of the financial entity's experience in working with the Proposer on similar- sized or larger projects and their willingness to consider funding the proposed project subject to successful negotiations and due diligence.

CONFIDENTIAL INFORMATION:

Pursuant to **section 119.071, Florida Statutes,** any financial statements that the CRA requires to be submitted may be exempt from the Public Records Law. **Therefore, any submitted financial statements that the Proposer wishes to remain confidential shall be submitted in a sealed opaque envelope and marked "Confidential Financial Statement Enclosed."** By submission of a response to this RFP the proposer agrees to indemnify and hold the City harmless should any information marked as confidential knowingly or unknowingly be released as the result of a public records request.

REQUIRED FORMS (TAB 4)

FORMS

All Forms required by the RFP shall be fully executed by the Proposer and submitted. **Refer to**

***Section 6*.**

1. A signed Proposal Form **(Exhibit "C").**

SECTION VI. PRE-PROPOSAL CONFERENCE.

This will be an opportunity to attend a pre-proposal forum for the purposes of proposal vision casting and to address any Questions and Answers relative to the development of the proposal. Appropriate staff will be in attendance. Notice of such pre-proposal conference will be posted by the City. Relevant documents such as the Parking Study will be available on the City website (https://www.cocoafl.org/DocumentCenter/View/14775).

SECTION VII. PROPOSAL PACKAGE

Please submit One Original marked "Original" and five (5) copies of the Proposal and one (1) electronic copy on CD or USB Flash Drive in PDF format.

SECTION VIII. DELIVERY

Proposals should be marked "**PROPOSAL FOR 915 Brevard Avenue (FKA OAKS MOBILE HOME PARK) REDEVELOPMENT SITE**" and delivered:

(1) By hand, courier, FEDEX or otherwise to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922, City of Cocoa, Florida; or

(2) By USPS mail to Purchasing Manager, at 65 Stone St., Cocoa, Florida 32922, City of Cocoa, Florida.

SECTION IX. SUBMITTAL DEADLINE.

The deadline to submit proposals shall be 4:00 p.m. local time on _____. Proposals received after the specified time and date **will not** be considered. The CITY will not be responsible for failure of the United States Postal Service, private courier, or any other delivery means to deliver a proposal to the appointed place at the specified time to be considered. The clock located in the lobby of the City Hall will be the official authority for determining late responses.

SECTION X. SELECTION AND PROJECT AGREEMENT

Proposals will be ranked in accordance with and must meet the RFP selection criteria in the attached Exhibit "D". Staff shall review all qualified proposals and the proposal selected, if any, that is determined to be in the public interest for uses in accordance with the CRA's Redevelopment Plan and other master planning documents of the City and CRA. Qualified proposals received by the CITY will be presented to the Cocoa City Council for consideration of ranking all qualified proposals for purposes of determining which proposer, if any, will be invited to commence negotiating the terms and conditions of the project agreement. The proposal selected is only considered preliminary information to consider in negotiating the project agreement and is not considered a contractual offer. Selection of a proposer to negotiate

shall not in any way form a contract with the City. All terms and conditions of the project agreement are subject to negotiations and must be in a separate legal written instrument approved and executed by both the City Council and proposer. All other verbal and written communications between the City and employees and any proposer including, but not limited to, those made during the selection and negotiation process shall not constitute a contract. The City reserves the right, at its sole discretion, with or without notice, to cease and/or commence negotiations with any of the Proposers that have submitted a proposal at any time. Any binding agreement shall be approved separately from the rankings by, and at the sole discretion of, the City Council and shall be in writing and dependent on numerous factors including the Proposer's ability to accept the terms and conditions of a mixed-use development project which the City finds desirable and in the public interest. Other written agreements with the City of Cocoa will be required to construct the mixed-use development project, and such agreements will be a condition in the project agreement with the City, but negotiated and approved separately with the City in accordance with applicable requirements and procedures of the City of Cocoa.

SECTION XI. INQUIRIES AND QUESTIONS.

All inquiries, questions, requests for interpretation, correction, or clarification can be made to City of Cocoa Purchasing Contract Manager, Brian Dale 321-433-8833, or email bdale@cocoafl.gov. If it becomes necessary to revise or amend any part of this RFP, the Purchasing Manager will furnish the revision by written Addendum to all prospective Proposers who are recorded with the CRA as having received an original RFP.

PROPOSERS AND PERSONS DESIRING TO RESPOND TO THIS RFP ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFP, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE PROPOSER OR PERSON DESIRING TO RESPOND TO THIS RFP SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFP FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFP MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OR ANY SELECTION ADVISORY COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITTED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

SECTION XIII. CITY AND AGENCY RESERVATIONS

A. The City reserves the right to:

(1) Modify, waive, or otherwise vary the terms and conditions of this RFP at any time, including but not limited to, deadlines for submission and proposal requirements, with the exception that a written project agreement is required and necessary to bind the City.

(2) Hear presentations from the top-rated firm(s).

(3) Select one or more proposals to develop the entire site or a portion thereof; or award the developments rights for the site to more than one developer.

(4) Waive irregularities in the proposals.

(5) Reject or refuse any or all proposals.

(6) Modify, cancel and withdraw this RFP at any time.

(7) Negotiate with any or all Proposers to obtain terms most beneficial to the City, and impose such covenants, conditions, and restrictions, including covenants running with the land, as the City deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the purposes of this RFP which are to construct a mixed-use development project.

(8) Terminate negotiations with any proposer for any reason and at any time, without recourse against the City and its officials and employees.

(9) Select the proposal which, in its sole and absolute discretion, best serves the interest of the City.

(10) Require the proposer to comply with any and all City of Cocoa code requirements as a condition of permitting and constructing the mixed-use project, and such compliance will be determined in the City of Cocoa's sole and absolute discretion.

SECTION XIV. BID SECURITY and COST REIMBURSEMENT.

In order for a proposal to be considered by the City during this RFP process, the proposer shall be required to furnish security in the form of a Security Proposal Bond issued by a surety acceptable to the City, postal money order, certified check, cashier's check, or irrevocable letter of credit in the amount of $15,000 payable to the City ("Security"). Failure to furnish the Security in the proper form and amount, by the time set for the opening of the proposals, shall be cause for the rejection of the proposal. The Security will be returned to unsuccessful proposers as soon as practicable after the City has selected and invited a proposer to commence negotiations of a project agreement, and such negotiations have commenced.

With respect to the proposer selected by the City Council to negotiate a project agreement, if the proposer accepts the invitation to negotiate the project agreement, the Security shall be maintained by the City and returned to selected proposer only upon the selected proposer successfully negotiating a project agreement and later obtaining site plan approval by the City of Cocoa and closing on the purchase of the subject property. However, the City may immediately claim payment of the Security if the selected proposer commences negotiations, and either of the following three events occurs for any reason whatsoever: (1) negotiations are terminated by the City Council or proposer without obtaining approval and execution of a written project agreement, or (2) site plan approval is not obtained from the City in accordance with the terms and conditions of an approved written project agreement, or (3) the closing on the property does not occur and the written project agreement is terminated, then the selected proposer shall be liable to reimburse the City for all labor, fees and expenses incurred by the City including, but not limited to, staff time, consultant fees, and attorney's fees related to this RFP and any implementation of the written project agreement should it be approved and executed by the City Council and proposer. Upon submittal of the Security required hereunder, the proposer hereby agrees that such actual labor, fees and expenses are difficult to ascertain at this time, but such labor, fees and expenses are estimated to be at least equivalent to the full amount of the Security, and such Security is a fair representation of the anticipated cost of labor, fees and expenses that will

be incurred by the City and subject to reimbursement. As an economic incentive and City contribution to the approved mixed-use project, the Security will be returned to the selected proposer if the closing on the City property occurs in accordance with the terms and conditions of the written project agreement.

SECTION XV. DISCLOSURE

(1) Information contained in this RFP is believed to be reliable; however, interested parties should rely on their own experts for counsel.

(2) All proposals submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. However, proposals will be exempt from public records disclosure for a period of time in accordance with Section 119.071, Florida Statutes. Furthermore, certain exemptions to the public records law are also statutorily provided for under section 119.07, Florida Statutes and other applicable laws, for certain information such as "trade secrets". If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

No contractual, legal, equitable or development rights of any kind are afforded to any proposer submitting a proposal under this RFP unless and until the City and the selected proposer are able to successfully negotiate a written Project Agreement, which shall require approval and execution by the City Council and the selected proposer to be binding. The City is under no requirement or obligation to provide any proposer an executable project agreement, and such parties shall participate equally in drafting such agreement during the negotiation process.

(3)

PUBLIC ENTITY CRIMES–- A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit a response for leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List. A person or affiliate on the Convicted Vendor List will not be considered under this RFP by the City.

(4)

(5) The City is not responsible for any expenses that Proposers or prospective Proposers may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the respondent. The City will not be liable for any costs incurred by the respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.). Proposers are hereby advised that Proposers submit or consider submitting proposals under this RFP at their sole risk and that the City will not be liable or responsible for any claims for damages or equitable relief resulting from the City's exercise of its discretion to approve or reject any proposal submitted in furtherance of this RFP. Nothing contained in this paragraph or elsewhere in this RFP 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 in any respect whatsoever including, but not limited to, in an action based on a tort, beyond the limits established in said Section 768.28 Florida Statutes.

EXHIBIT "A"

Legal Description:

915 Florida Avenue

Parcel IDs# 24-36-33-80-23 and 24-36-33-00-755

EXHIBIT "B"

PROPERTY SURVEY

EXHIBIT "C"

PROPOSAL COMMITMENT FORM

By submitting an RFP proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Proposer to submit this RFP package to the Cocoa City Council and bind the Proposer to the terms and conditions of this RFP. The Proposer represents and warrants to the Cocoa City Council that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFP Package and all subsequently issued addendums including, but not limited to, the Bid Security requirements. Further, Proposer certifies, represents, and warrants that all information contained in Proposer's RFP submittal is accurate and truthful and that the Cocoa City Council will rely on said information during the RFP process. Proposer further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Proposer agrees that the Cocoa City Council shall have the sole discretion to rank, select and negotiate with any proposer under this RFP. The ranking and selection of a proposer to negotiate the terms and conditions of a written project agreement by the City does not guarantee that a written project agreement will be approved by the City Council. Without limiting any other provision in the RFP, the Proposer hereby agrees that no contractual, legal, equitable or development rights of any kind is afforded to any proposer submitting a proposal under this RFP unless and until the City and the selected proposer are able to successfully negotiate a written Project Agreement, which shall require approval and execution by the City Council and the selected proposer to be binding. The City is under no requirement or obligation to provide any proposer an executable project agreement, and the selected proposer shall participate equally in drafting such agreement during the negotiation process. The Proposer hereby waives any and all rights to claim or bring any legal action in equity or law against the City of Cocoa that submittal of a proposal, or selection of a proposal by the City Council to negotiate a written project agreement, constitutes a contract or other binding commitment on the City. The Proposer understands and agrees that only a written project agreement approved at a duly held public meeting and executed by the City Council will be binding on the City.

The undersigned certifies that the enclosed proposal is being submitted and is subject to the terms and conditions as outlined in the Request for Proposal as issued by the City on Monday, August XX, 2024.

_____

Name of Company/Organization

_____

Signature of Authorized Principal

Date _____

_____ Phone _____

Printed name/title of Principal

_____ Fax _____

E-mail address

Exhibit "D"

Selection Criteria

Proposer Name: _____

Evaluator: _____

Scale	Weight		
1.	**Professional Abilities/Experience - 25 points**	_____	**(0-25) 25%**
2.	**Financial Feasibility - 25 points**	_____	**(0-25) 25%**
3.	**Concept Development/Building Elevations/ Overall Vision – 30 points**	_____	**(0-30) 30%**
4.	**Development Schedule – 20 Points**	_____	**(0-20) 20%**

TOTAL SCORE: _____ **RANK:** _____

Evaluator Comments:

Professional Abilities of Personnel

_____

_____

_____

_____

_____

Financial Feasibility

_____

_____

_____

_____

_____

Concept Development/Building Elevations/Overall Vision

_____

_____

_____

_____

_____

Development Schedule

_____

_____

_____

Legislation Details (With Text)

File #:	24-418	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	7/22/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Approve Resolution 2024-070 renaming the Cocoa Conservation Area Hiking Trail to Gregg Stoll Conservation Area Hiking Trail.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2024-70 Naming Gregg Stoll Conservation Area Hiking Trail.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 22, 2024
Agenda Date: July 23, 2024
Prepared By: Tammy Gemmati, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approve Resolution 2024-070 renaming the Cocoa Conservation Area Hiking Trail to Gregg Stoll Conservation Area Hiking Trail.

BACKGROUND:

At the July 10, 2024 City Council Meeting, a recommendation was made by Councilman Matthew Barringer to rename the Cocoa Conservation Area Hiking Trail for Gregg Stoll, a citizen advocate for developing the conservation area hiking trails.

City of Cocoa Code of Ordinances Chapter 2, Article 1, Section 2-9 establishes the method and procedure for naming certain city buildings, streets and parks. The authority to name city buildings, parks and streets is solely vested in the authority of the City Council and recommendations may come forth by the following means.

- The City Council
- The City Manager may make a recommendation to the City Council based on the City Manager's own initiative
- Any person or entity wishing to assist the City Council in determining the name of a city building, park or street shall submit an assistance petition to the City Manager for evaluation and a recommendation by the City Manager

The City of Cocoa recently installed new trail markers at the Cocoa Conservation Area (CCA). Mr.

Stoll was instrumental in bringing this project forward for the City. The CCA is a 380-acre natural open space park, located in the northwest portion of the City. The park is now clearly marked, with a map displaying the various trails to help guide visitors.

STRATEGIC PLAN CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve Resolution 2024-070 renaming the Cocoa Conservation Area Hiking Trail to Gregg Stoll Conservation Area Hiking Trail.

RESOLUTION NO. 2024-070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, RENAMING COCOA CONSERVATION AREA HIKING TRAIL IN HONOR OF GREGG STOLL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-9 of the City Code establishes the method and procedure for naming certain City buildings, streets and parks and such naming rights are solely vested in the City Council; and

WHEREAS, Gregg Stoll is a long-standing community volunteer who was a graduate of Cocoa's first Citizens Academy in 2019 and was appointed by City Council in June 2020 to sit on the Space Coast Transportation Planning Organization's Citizens Advisory Committee; and

WHEREAS, Mr. Stoll is a proud supporter of the Brevard Museum of History and Natural Science; and

WHEREAS, Mr. Stoll volunteers to help maintain the conservation trails and gives guided tours; and

WHEREAS, the City Council hereby acknowledges his commendable and selfless dedication and contributions to the City of Cocoa, it is a most fitting tribute to name the City of Cocoa's Conservation Area Hiking Trail in honor of Gregg Stoll; and

WHEREAS, the City Council hereby bestows this naming honor upon Gregg Stoll with a sense of tremendous thankfulness and gratitude, and wishes to once again commend him for his tireless devotion and contributions to the Cocoa Community; and

WHEREAS, the City Council has determined this Resolution is in the best interests of the City of Cocoa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. Ren**aming Cocoa Conservation Area.** The City Council hereby renames Cocoa Conservation Area Hiking Trail in honor of Gregg Stoll and said park shall hereafter be known and referred to as the "Gregg Stoll Conservation Area Hiking Trail." City staff is hereby directed to acquire, install and maintain a permanent marker at Gregg Stoll Conservation Area Hiking Trail to appropriately reflect the naming honor bestowed on Gregg Stoll.

SECTION 3. Effective date. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 23rd day of July, 2024.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, CMC, City Clerk

Legislation Details (With Text)

File #:	24-249	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Agenda Ready	
File created:	4/29/2024		**In control:**	City Council	
On agenda:	7/23/2024		**Final action:**		
Title:	Council Approval of the First Amendment to Interlocal Agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services. (Police Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa Rockledge School Crossing Guard First Amendment to Interlocal Agreement 5.28.2024.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 29, 2024
Agenda Date: July 9, 2024
Prepared By: Susan L. Lambert, CAP, OM, Administrative Technician
Through: Evander Collier, IV, Chief of Police
Requested Action:
Council Approval of the First Amendment to Interlocal Agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services.

BACKGROUND:

Pursuant to Section 163.01, Florida Statutes, Cocoa and Rockledge agree that the safety of the students living in their cities is a matter of great public concern. The two cities have entered into an Interlocal Agreement Between the Cities of Cocoa and Rockledge Crossing Guard Services (At Intersection of Fiske Boulevard and Rosa L. Jones Street), dated June 21, 2023, and recorded at Official Record Book 9831, Page 804 of Brevard County, Florida ("Agreement").

Due to inflationary costs, the City's share of the cost of providing the crossing guard services will be increasing to an amount not to exceed $7,000 for the upcoming 2024/25 school year. As such, an amendment to the Agreement is being proposed for adoption to reflect Cocoa's increased cost sharing amount. Additionally, the proposed First Amendment also provides that Cocoa and Rockledge may adjust this cost sharing amount in the future without further amending the Agreement provided said adjustment is approved in writing by each party's respective City Manager.

STRATEGIC PLAN CONNECTION:

Public Safety.

BUDGETARY IMPACT:

Budgeted Yes

This is budgeted in FY 24 so there is no further impact; the Police Department has a line item in the FY25 proposed budget for school crossing guard services.

Amount Requested	$7,000
Account Number	_001-2100-521.34-00
Account Name	_Contract Services

PREVIOUS ACTION:

The current Agreement was approved by Council in 2023.

RECOMMENDED MOTION:

Council Approval of the First Amendment to Interlocal Agreement between the City of Cocoa and the City of Rockledge for School Crossing Guard Services.

FIRST AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN
THE CITIES OF COCOA AND ROCKLEDGE
CROSSING GUARD SERVICES
(AT INTERSECTION OF FISKE BOULEVARD AND ROSA L. JONES STREET)

THIS FIRST AMEDMENT TO INTERLOCAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the **CITY OF COCOA,** a Florida municipal corporation located at 65 Stone Street, Cocoa, Florida, 32922 (hereinafter "Cocoa") and **CITY OF ROCKLEDGE,** a Florida municipal corporation located at 1600 Huntington Lane, Rockledge, Florida 32955 (hereinafter "Rockledge").

W I T N E S S E T H:

WHEREAS, Cocoa and Rockledge previously entered into that certain Interlocal Agreement Between the Cities of Cocoa and Rockledge Crossing Guard Services (At Intersection of Fiske Boulevard and Rosa L. Jones Street), dated June 21, 2023, and recorded at Official Record Book 9831, Page 804 of Brevard County, Florida (hereinafter referred to as "Agreement"); and

WHEREAS, the Agreement provides that the Parties may annually extend the Agreement each school year by mutual written consent of the Parties; and

WHEREAS, the Parties desire to extend the Agreement to cover the 2024/25 school year under the amended terms and conditions stated herein; and

WHEREAS, Cocoa and Rockledge deem it necessary for the benefit of the public health, safety and welfare to enter into this First Amendment to Interlocal Agreement.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter set forth, to be kept and performed by both parties, Cocoa and Rockledge agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

2. **RENEWAL.** Pursuant to Section 6 of the Agreement, the Parties hereby renew the Agreement for the 2024/25 school year.

3. **AMENDMENT TO SECTION 8.1.** Section 8.1 of the Agreement is hereby amended in its entirety to read as follows:

   8.1 Cocoa agrees to compensate Rockledge to offset the costs directly related to Rockledge providing crossing guard services pursuant to this Agreement. Beginning in the 2024/25 school year, such compensation shall not exceed Thirty-Eight Dollars and eighty cents ($38.80) per day such crossing guard services are provided or Seven Thousand Dollars ($7,000.00) per school year. Cocoa and Rockledge may adjust this compensation to address increased costs associated with providing crossing guard services without further amending this Agreement provided said adjustment is approved in writing by each party's respective City Manager.

4. All other terms and conditions of the Agreement not expressly modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

BY: _____
MICHAEL C. BLAKE
MAYOR

ATTEST:

BY: _____
MONICA ARSENAULT
CITY CLERK

CITY OF ROCKLEDGE, FLORIDA

BY: _____
THOMAS J. PRICE
MAYOR

ATTEST:

BY: _____
JENNIFER LeVASSEUR
PUBIC RELATIONS OFFICER/
CITY CLERK

Legislation Details (With Text)

File #:	24-364	**Version:**	1	**Name:**	Agreement to Purchase Neptune Meters and related equipment from Ferguson Enterprises for FY24
Type:	Resolution			**Status:**	Agenda Ready
File created:	6/25/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Approve an Agreement For Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC., Authorize the City Manager to approve Purchase Orders for Ferguson Enterprises LLC. for up to $1,900,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY25 Budget. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	MSA-2024-07-23 Neptune Meter Master Agreement.pdf Resolution 2024-064_Waive_Comp_Bid_Ferguson.pdf EXHIBIT A - Equipment Product Sheets.pdf EXHIBIT B Cocoa - Neptune Unit Prices 8-16-24 thru 8-15-25.pdf EXHIBIT C - Product Warranty.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 25, 2024
Agenda Date: July 23, 2024
Prepared By: Brian Dale, Purchasing Manager
Through: Rebecca Bowman, CGFO, CGFM, Finance Director
Requested Action:
Approve an Agreement For Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC., Authorize the City Manager to approve Purchase Orders for Ferguson Enterprises LLC. for up to $1,900,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY25 Budget.

BACKGROUND:

The City of Cocoa has purchased Neptune water meters and other ancillary hardware through the Neptune authorized distributor and reseller, Ferguson Enterprises LLC (formerly 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 Ferguson Enterprises LLC 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 Ferguson Enterprises LLC throughout FY25. 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 issue a Blanket Purchase Order for warehouse stock as well as individual Purchase Orders for specific projects Ferguson Enterprises LLC. Total purchases on the blanket PO for FY25 are estimated at $1,900,000. Although pricing on the meters increased slightly, about 1-3%, depending on the model, total spending is expected remain about the same.

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 FY25 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	Upon Adoption of the FY25 Budget
If not budgeted, is amendment/transfer attached?	No

Amount Requested	Up to $1,900,000 FY25
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.

On September 13, 2021, City Council approved an extension to the Master Agreement, a Resolution to waive competitive bidding and a Blanket Purchase Order in the amount of $1,500,000 for FY22.

On July 12, 2022, City Council approved an extension to the Master Agreement, a Resolution to waive competitive bidding and a Blanket Purchase Order in the amount of $1,6500,000 for FY23.

On July 11, 2023, City Council approved the final extension to the 2020 Master Agreement, a Resolution to waive competitive bidding and a Blanket Purchase Order in the amount of $1,900,000 for FY24.

RECOMMENDED MOTION:

Approve an Agreement For Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC., Authorize the City Manager to approve Purchase Orders for Ferguson Enterprises LLC. for up to $2,000,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY25 Budget.

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MASTER AGREEMENT FOR WATER METER AND METER READING EQUIPMENT PURCHASES

THIS AGREEMENT is made and entered into this **23rd** day of **July 2024**, 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 **FERGUSON ENTERPRISES, LLC DBA FERGUSON WATERWORKS** a Virginia limited liability company, whose address is 7800 Ellis Road, Melbourne, Fl 32904-1517, 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 15, 2025. 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 Ferguson Enterprises, LLC dba Ferguson Waterworks, a Virginia limited liability company, 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:
FERGUSON WATERWORKS
Attention: Benjamin Jacobs
7800 Ellis Road
Melbourne, Fl 32904-1517

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 769.28, 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, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Service Provider 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 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. The foregoing shall not apply to the extent the Equipment: (i) was supplied in accordance with City's unique use, design or instructions; or (ii) was modified by City or was combined by City with items not furnished pursuant to this Agreement.

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, to the extent caused by the negligent acts, negligent omissions, or willful misconduct of Seller, its employees, or agents, arising out of or connected with this Agreement; , except to the extent of negligence, wrongful acts or omissions of the City or its agents, elected or appointed officials, employees, or representatives. . 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 no event shall either party be liable for any incidental, punitive, special or consequential damages hereunder.

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 any and all existing assignable warranties 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. 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 commercial 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 are caused by 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 are caused 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 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**

20.0 E-VERIFY

20.1 Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Seller shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021.

20.2 Subcontractors

(i) Seller shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Seller shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Seller shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

20.3 Seller must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SELLER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

20.4 Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the City. To the extent provided by Florida law, Seller shall be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

[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: _____
Jeff Kimbrough II

Print Name/Title: Sales Manager

Date: 7/12/2024

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

MASTER AGREEMENT FOR
WATER METER AND METER READING
EQUIPMENT PURCHASES

EXHIBIT B
COST SCHEDULE

MASTER AGREEMENT FOR
WATER METER AND METER READING
EQUIPMENT PURCHASES

EXHIBIT C
PRODUCT WARRANTY

RESOLUTION NO. 2024-064

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 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 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, **BREVARD COUNTY, FLORIDA, that:**

SECTION 1. The purchase 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 on the 23rd day of July, 2024.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, CMC, City Clerk

EXHIBIT "A"

To Resolution No. 2024-064

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of Water Meter and Meter Reading Equipment from Ferguson Waterworks #3648., 14001 W. Newberry Road, Newberry, FL.

The Department Director has 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 this resolution.

_____

Stockton Whitten, City Manager

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

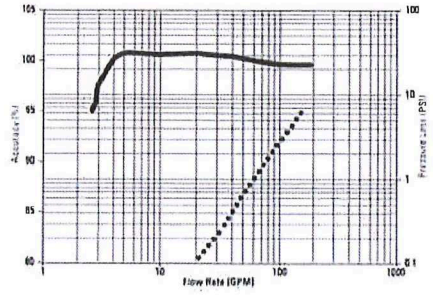
Lead Free Maincase

- 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

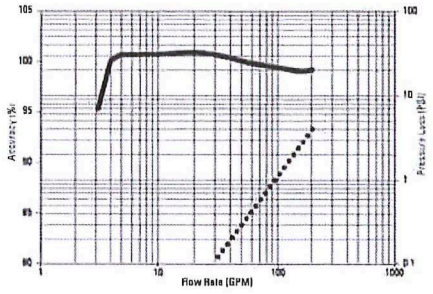
Turbine Measuring Element

- 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

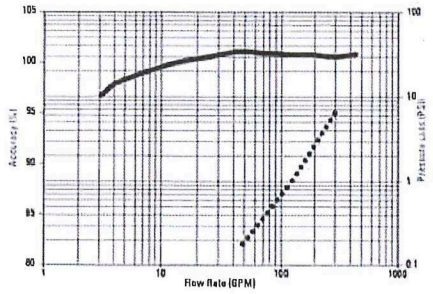
1½" Accuracy



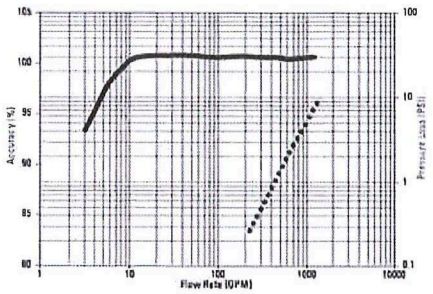
2" Accuracy



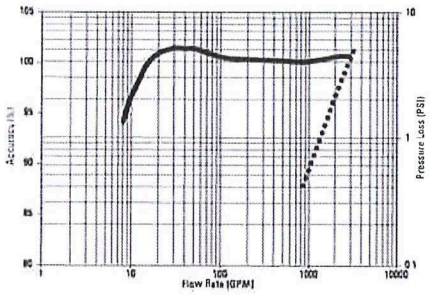
3" Accuracy



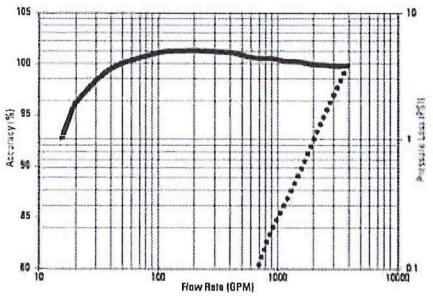
4" Accuracy



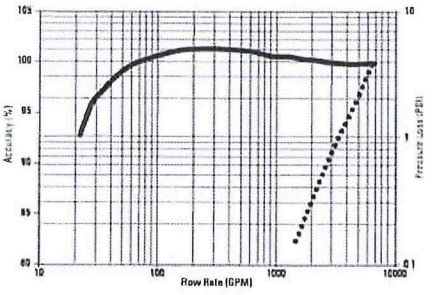
6" Accuracy



8" Accuracy



10" Accuracy



Accuracy

Head Loss

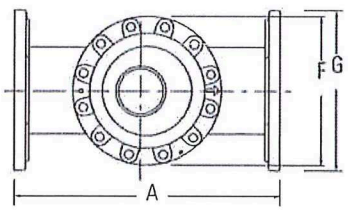
These charts show typical meter performance. Individual results may vary.

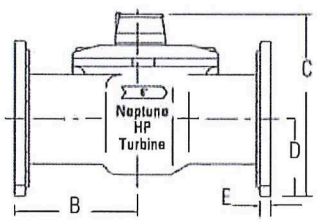
Operating Characteristics

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
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Tallassee, AL 36078
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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

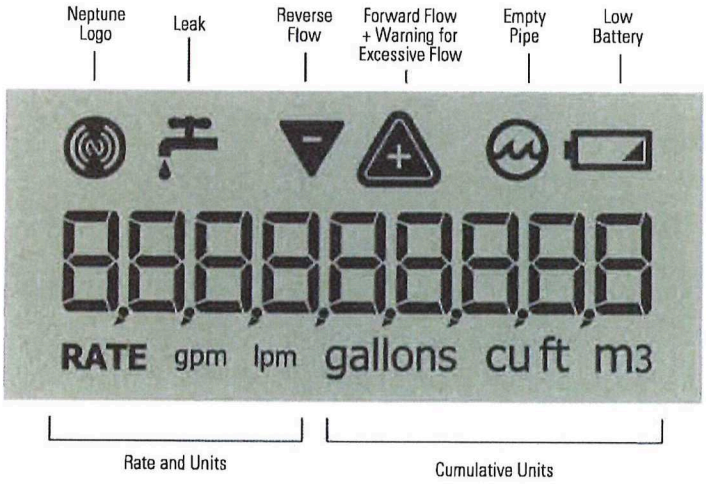
DIMENSIONS

METER SIZE	LENGTH (L)		HEIGHT (H)		FLANGES
	IN	MM	IN	MM	
1½"	10", 13"	254, 330	6 3/32	158	OVAL
2"	10", 15.25", 17"	254, 387, 432	6 13/32	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

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Mississauga, Ontario
L5N 5M9
Canada
Tel: (905) 858-4211
Fax: (905) 858-0428

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C.P. 11560
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Mexico D.F.
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(525) 5203-5294
Fax: (525) 5203-6503

NEPTUNE TECHNOLOGY GROUP

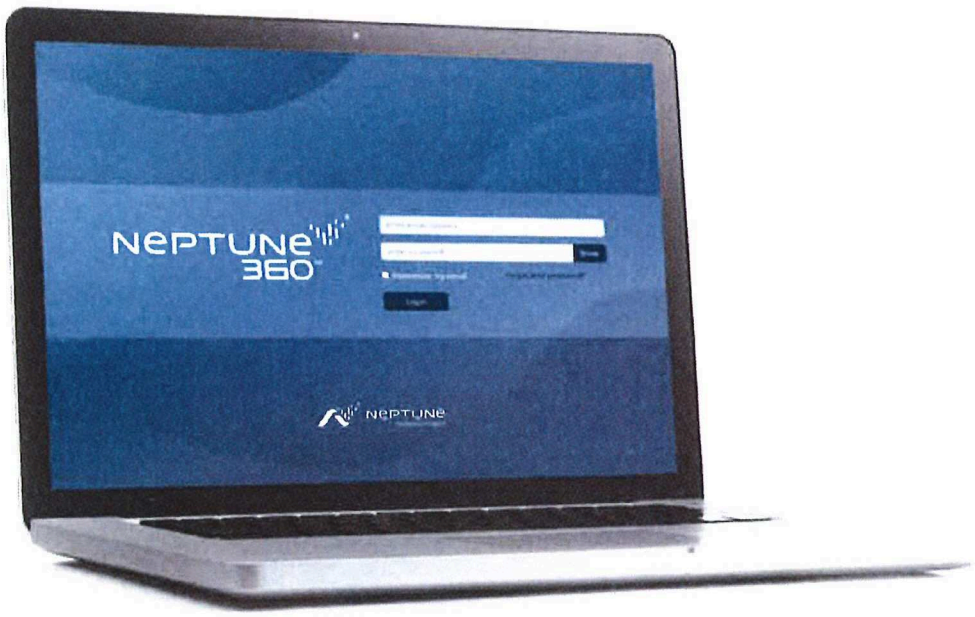
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Neptune engages in ongoing research and development to improve and enhance its products. Therefore, Neptune reserves the right to change product or system specifications without notice.

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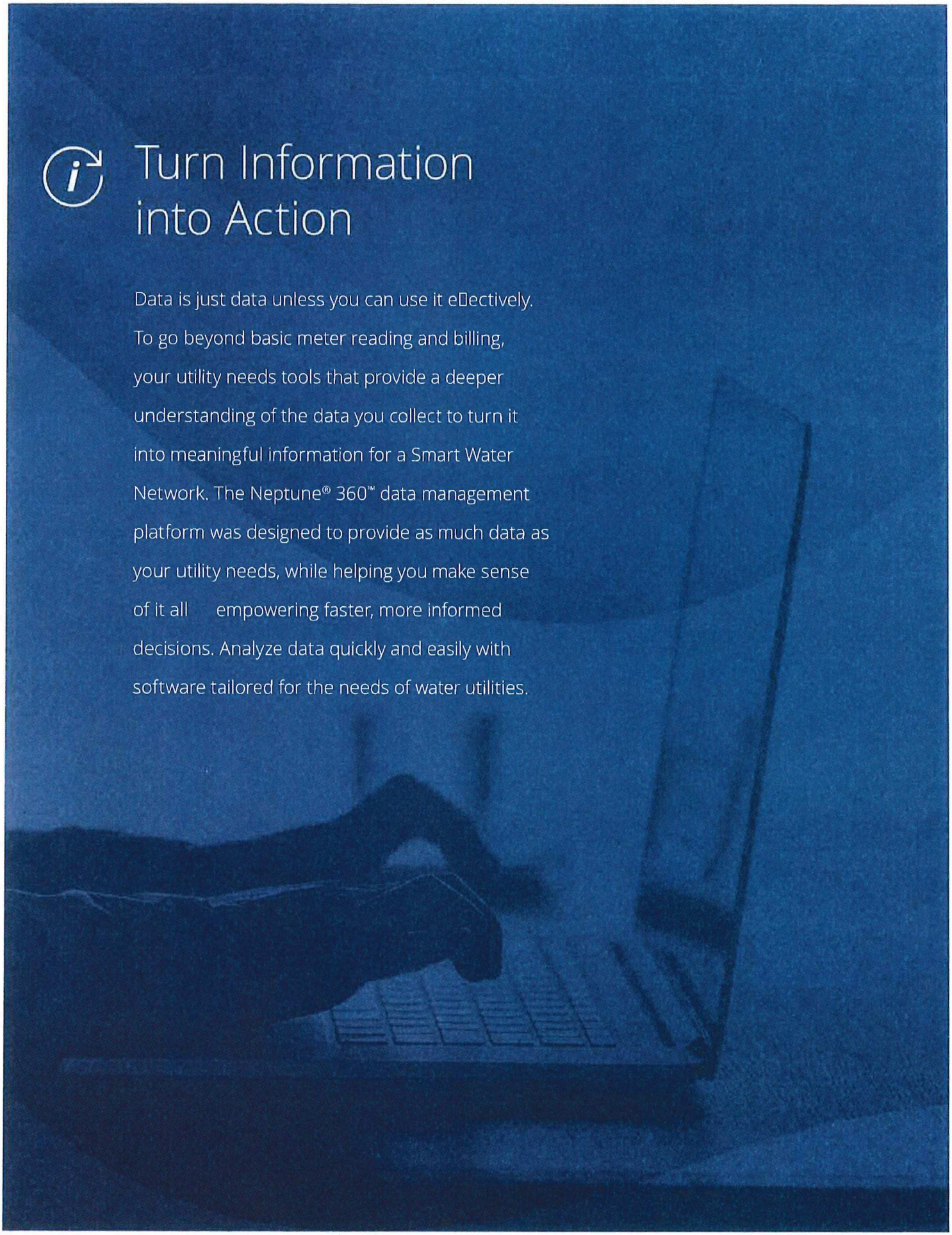
Neptune® 360™
Data Management Platform

A Product of Neptune Technology Group



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TECHNOLOGY GROUP

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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.



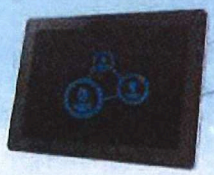
MOBILE

Incorporate mobile data collection



BRING YOUR OWN DEVICE

Eliminate specialized devices and communicate efficiently.



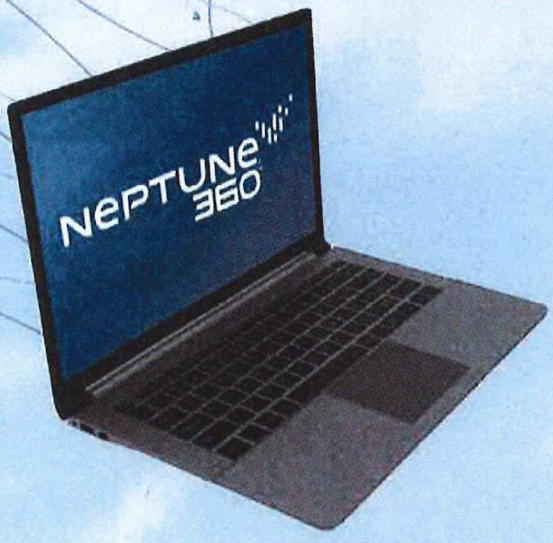
THIRD PARTY SOFTWARE

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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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

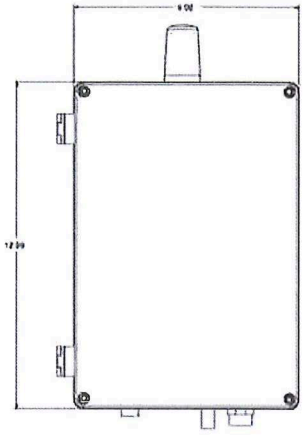
- AC version – UPS provides 8 hours battery backup
- Solar version – 3-day backup battery

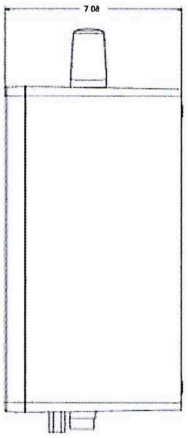
Backhaul Options

- 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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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)

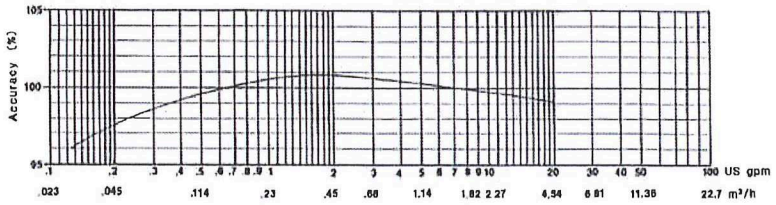
Remote Reading:
- ProRead, ProCoder, E-CODER, E-CODER)R900*i*, E-CODER)R450*i*, E-CODER)L900*i*, TRICON/S, TRICON/E3
- Reclaim

Bottom Caps
- Synthetic polymer (5/8" only)
- Cast iron
- Lead free, high-copper alloy

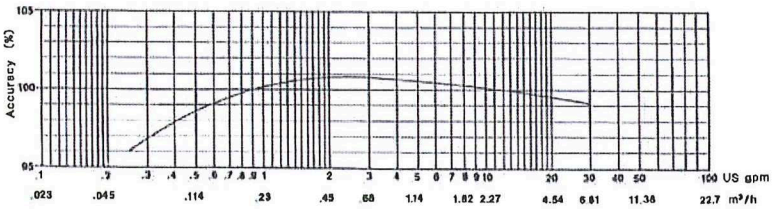
Connections
- Lead free, high-copper alloy, straight or bent

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)

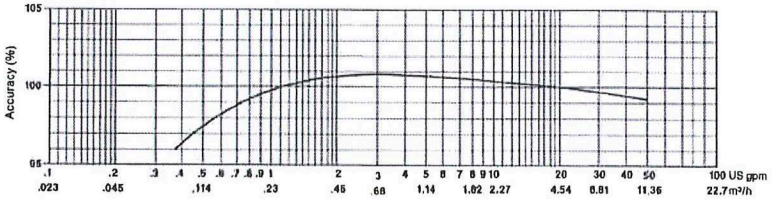
5/8" ACCURACY



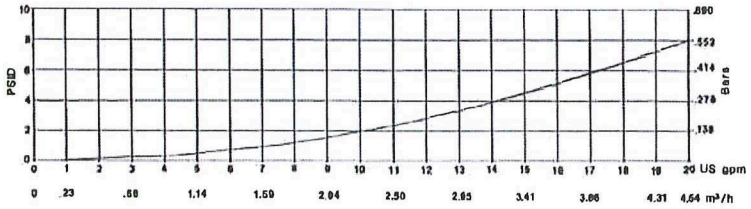
3/4" ACCURACY



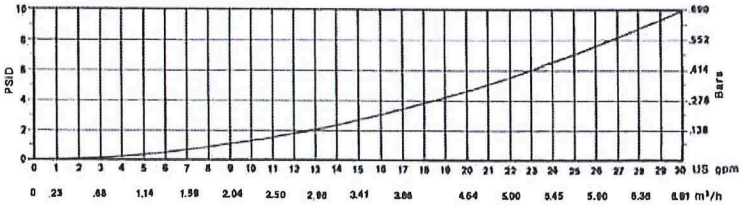
1" ACCURACY



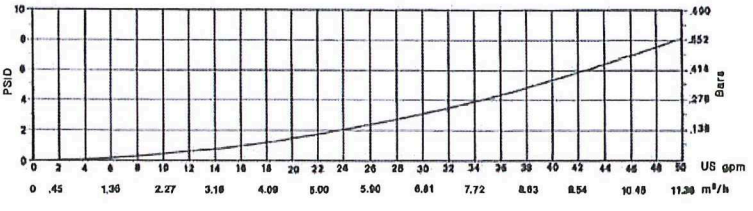
5/8" PRESSURE LOSS



3/4" PRESSURE LOSS

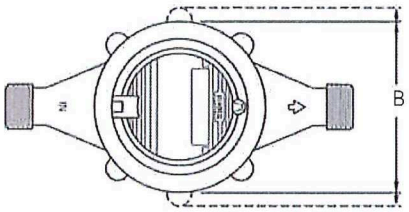


1" PRESSURE LOSS

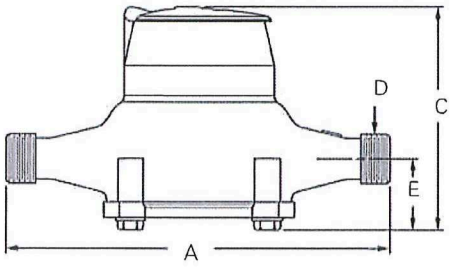


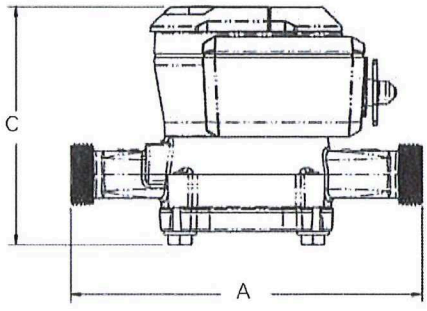
Dimensions

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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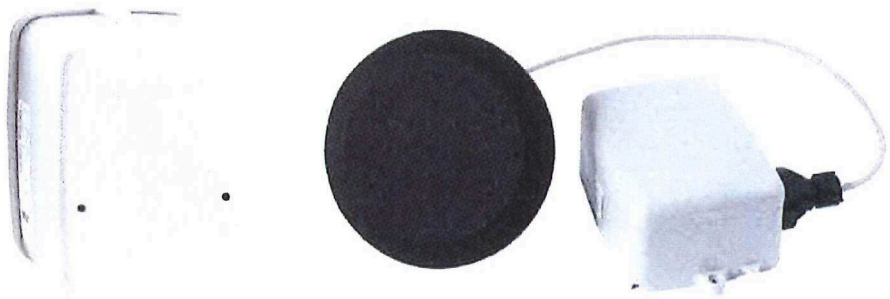
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Reap AMI Benefits with an Existing 4G LTE Network

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.

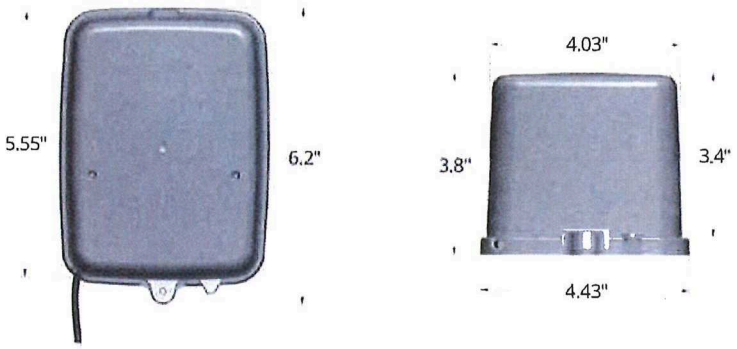
- Network-as-a-Service (NaaS)
- 4G LTE cellular technology using AT&T or Verizon
- Eliminate maintenance, costs associated with AMI deployment
- Operating modes:
  Basic – hourly data delivered every 24 hours
  Advanced – hourly data delivered every 4 hours
  Pro – 15-minute data delivered every hour

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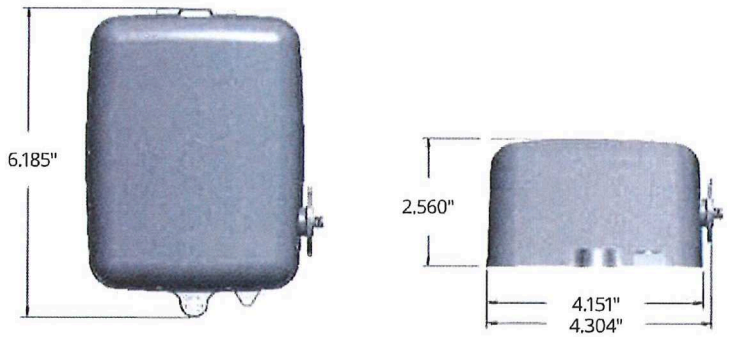
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Dimensions

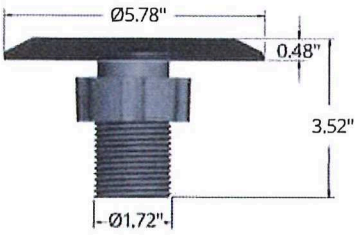
Wall MIU



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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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

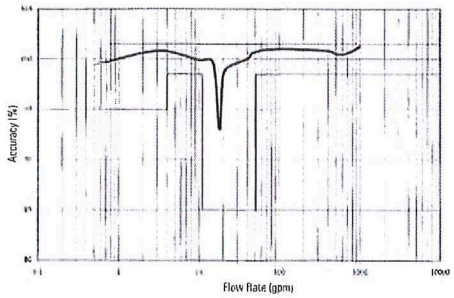
Component Repair and Maintenance

- Owner maintenance easily accomplished by replacement of major components
- Calibration vane allows in-field calibration of unitized measuring element (UME)

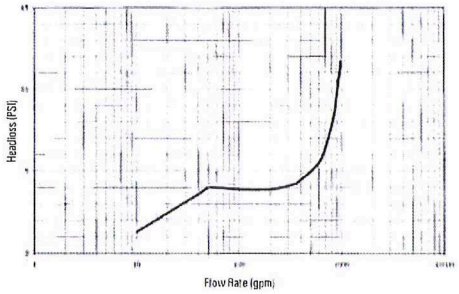
Roll-Sealed Registers

- Eliminates leaking and fogging
- In-line serviceability
- Magnetic driven, low-torque registration
- Tamperproof seal design

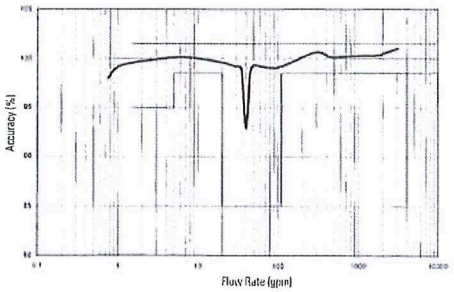
4" Accuracy



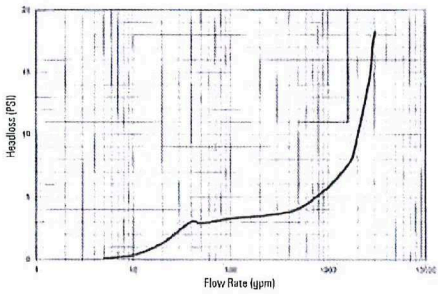
4" Headloss



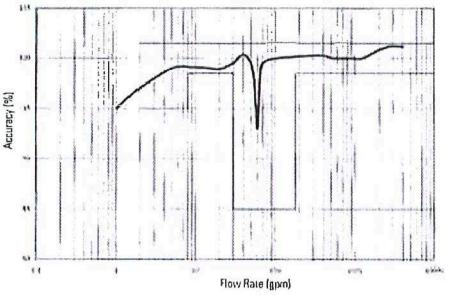
6" Accuracy



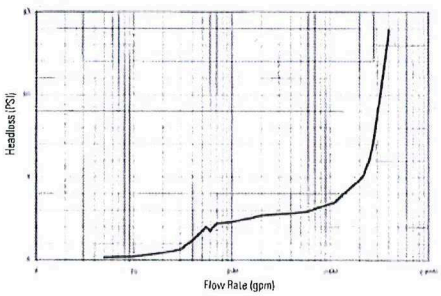
6" Headloss



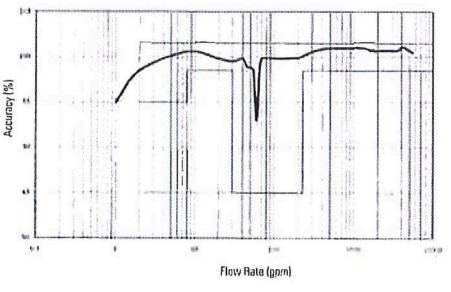
8" Accuracy



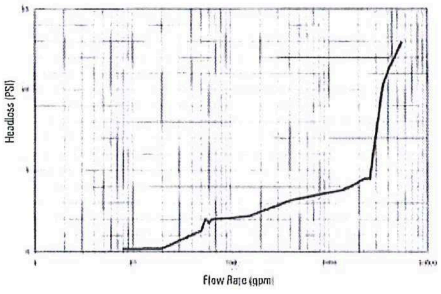
8" Headloss



10" Accuracy



10" Headloss



These charts show typical meter performance. Individual results may vary.

Operating Characteristics

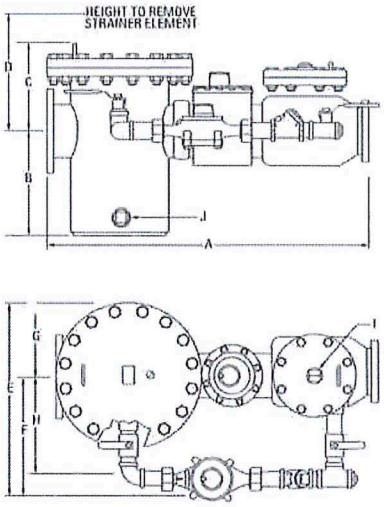
Meter Size	Normal Operating Range @ 100% Accuracy (+/- 1.5%)	AWWA Standard	Low Flow @ 95% - 101% Accuracy	Maximum Intermittent Flow Rate
4"	¾ to 1200 US gpm 0.171 to 272.55 m³/h	4 to 700 US gpm 0.91 to 1.59 m³/h	⅜ US gpm 0.09 m³/h	1500 US gpm 340.7 m³/h
6"	1½ to 2500 US gpm 0.34 to 567.81 m³/h	5 to 1600 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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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

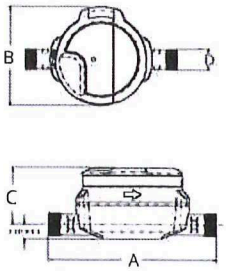
- Neptune provides a limited warranty with respect to its MACH 10 residential line of ultrasonic meters for performance, materials, and workmanship.

System Compatibility

- Available in MACH 10)R900*i* and MACH 10)TC configurations for an integrated radio solution.

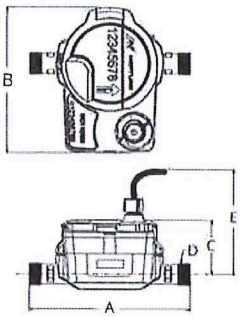
MACH 10® Dimensions

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"



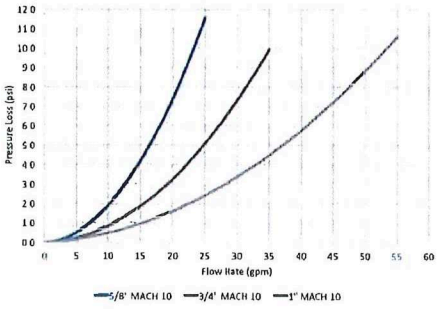
Operating Characteristics

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

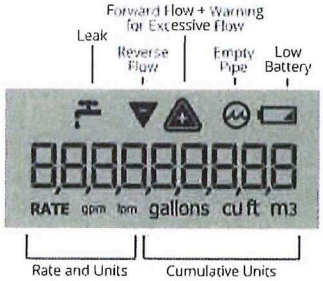
Registration

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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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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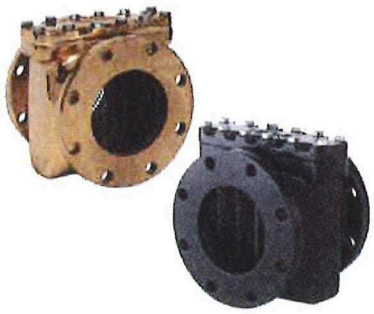
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Strainers

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

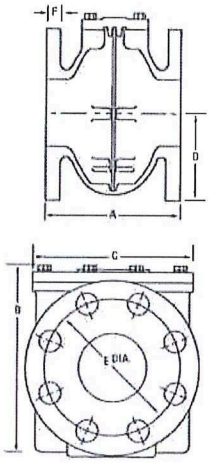
Stainless steel strainer plate and cover bolts

Height to center line matches Neptune HP Turbines for easy installation

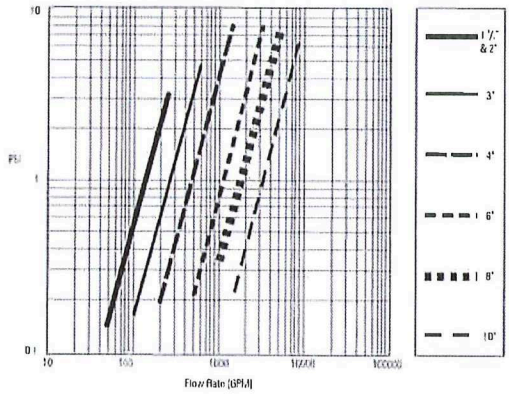
In-line serviceability

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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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

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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PRODUCT SHEET

A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

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

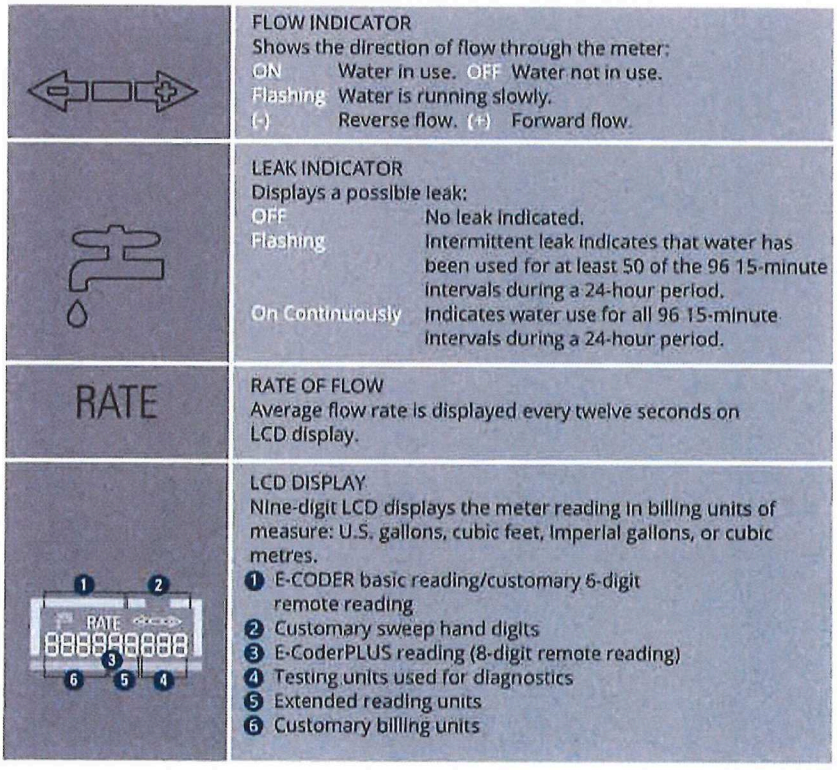
Compatibility

- 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

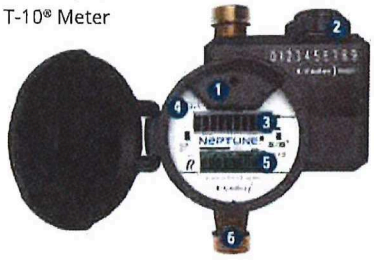
Units of Measure: U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

Warranty

20 years (10/10); refer to specific Warranty Statement



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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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

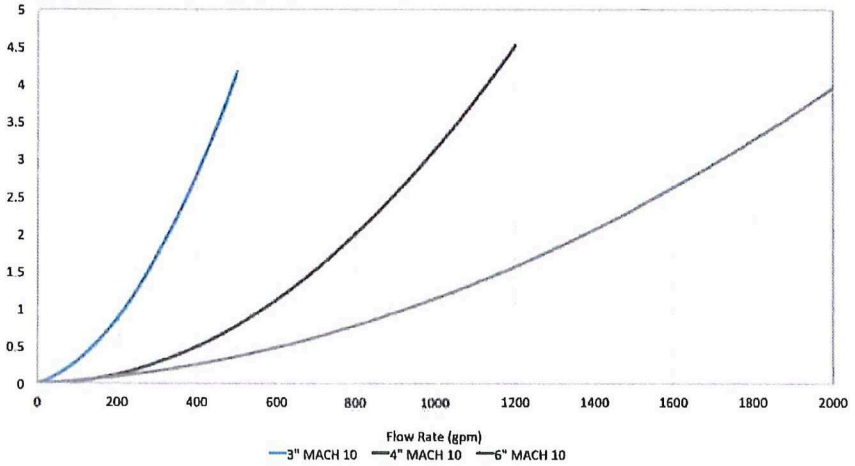
Dimensions

Meter Size	Length	Height
3"	12"	9½"
	17"	9½"
4"	14"	11"
	20"	11"
6"	18"	12¾"
	24"	12¾"

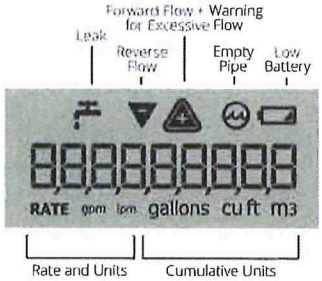
Registration

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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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.

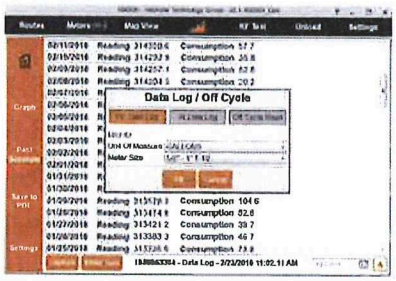
Specifications

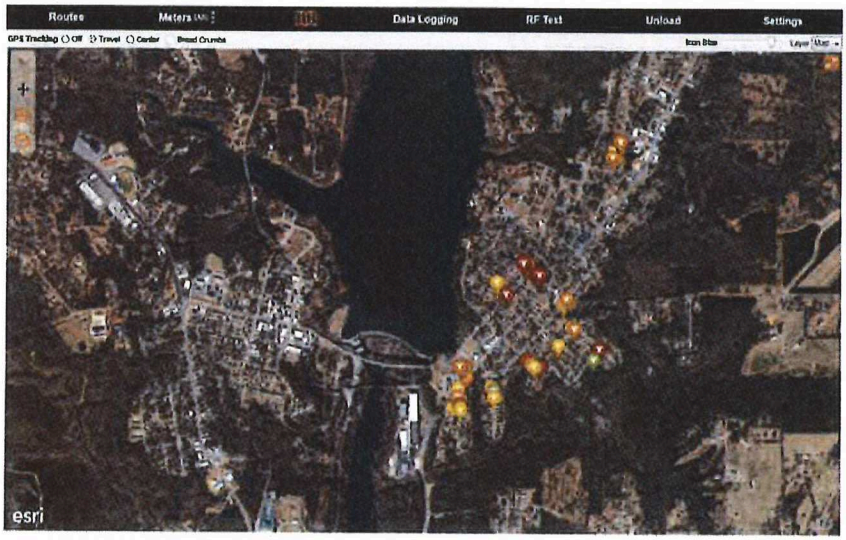
Physical Specifications

- 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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A PRODUCT SHEET OF NEPTUNE TECHNOLOGY GROUP

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

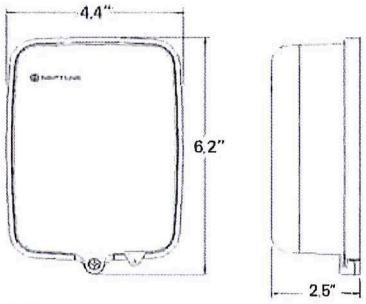
System Compatibility

- Handhelds with R900® Belt Clip Transceiver - mobile RF
- MRX920™ - mobile RF
- R900® Gateways - fixed network RF

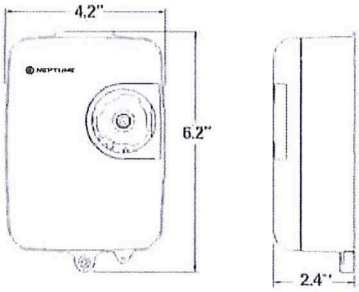
Warranty

20 years (10/10); refer to specific Warranty Statement

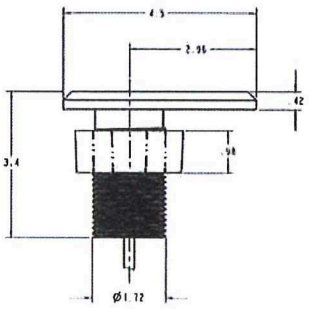
Dimensions



R900 Wall MIU



R900 Pit MIU



R900 Pit Antenna

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PRODUCT SHEET

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

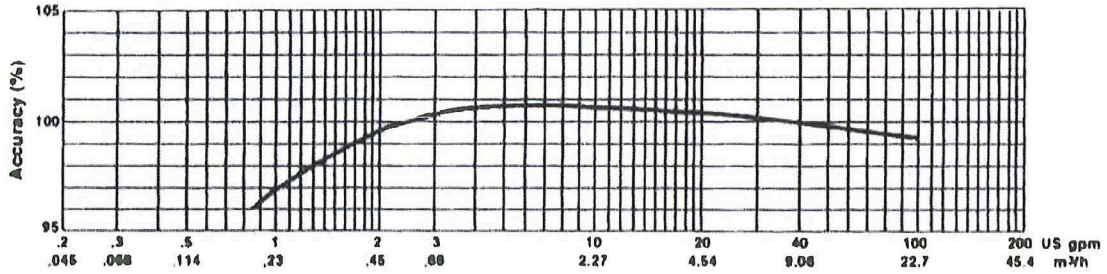
Lead Free Maincase

- 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

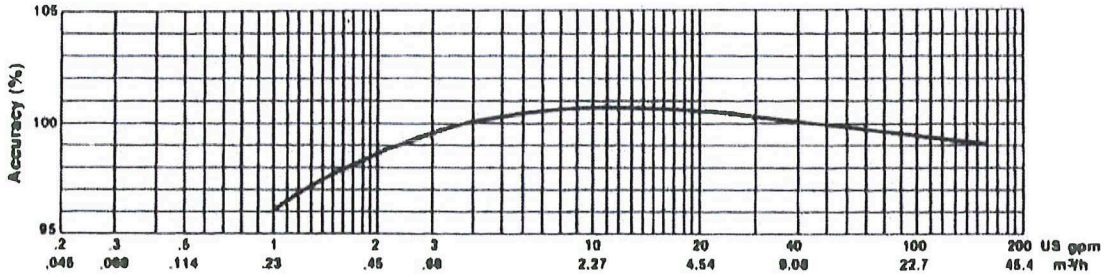
Nutating Disc Measuring Chamber

- 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

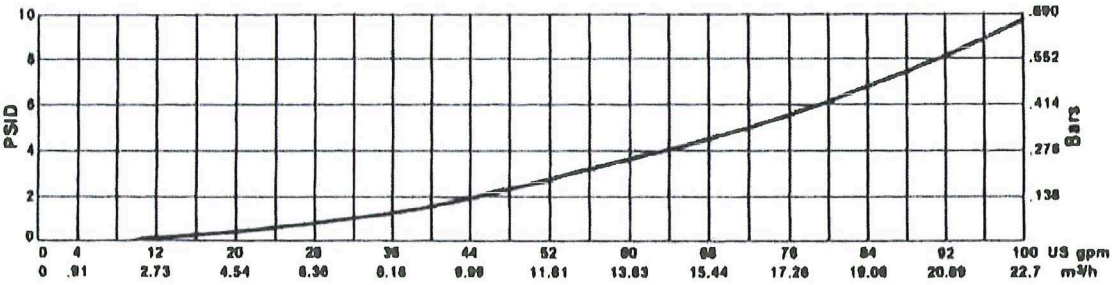
1 ½" Accuracy



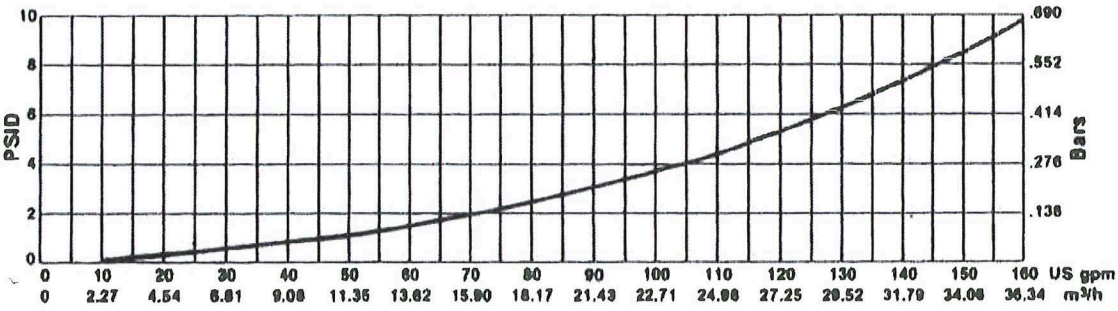
2" Accuracy



1 ½" Pressure Loss



2" Pressure Loss



These charts show typical meter performance. Individual results may vary.

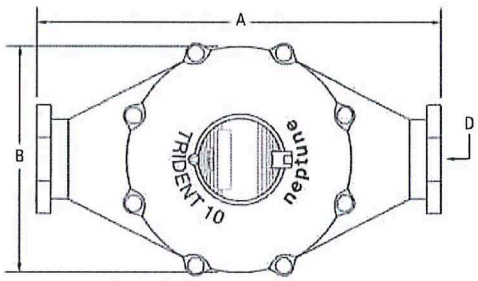
Operating Characteristics

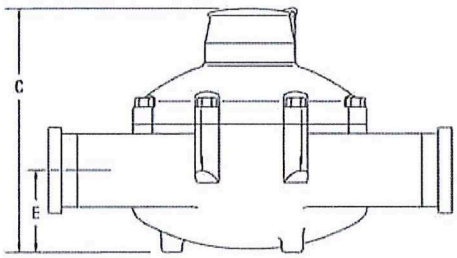
Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
1 ½"	2 to 100 US gpm 0.46 to 22.73 m³/h	5 to 100 US gpm 1.1 to 22.7 m³/h	¾ US gpm 0.17 m³/h
2"	2 ½ to 160 US gpm 0.57 to 36.36 m³/h	8 to 160 US gpm 1.8 to 36.3 m³/h	1 US gpm 0.23 m³/h

Dimensions

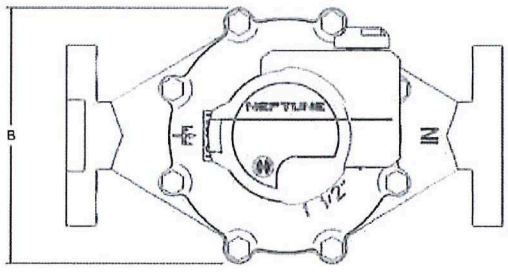
Meter Size	A in/mm	B in/mm	C-Std. in/mm	C-ARB in/mm	C- E-CODER®) R900i™ or ProCoder™) R900i™	D- Threads per inch	D- Thread Type	E in/mm	Weight lbs/kg
1 ½" Screw End	12 5/8 321	8 1/16 205	8 1/8 206	8 13/16 220.3	8 3/8 213	11 1/2	1 1/2 NPT	2 9/16 65	31 14.1
1 ½" Flanged End	13 330	8 1/16 205	8 1/8 206	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

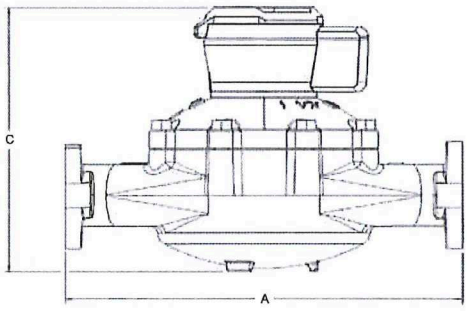
T-10 With Standard Register





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

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)

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*

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PRODUCT SHEET

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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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

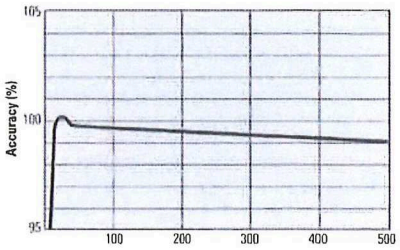
- U.S. gallons, cubic feet, cubic metres

Connections

- Less Coupling: 3" x 2" NPT
- With Coupling: 2½" NH

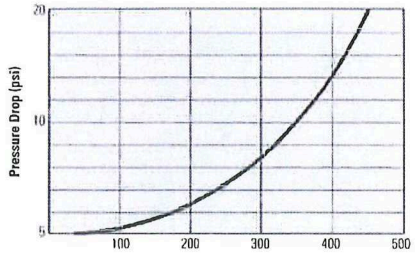
ACCURACY CHART

(Rate of Flow in Gallons per Minute)



PRESSURE LOSS CHART

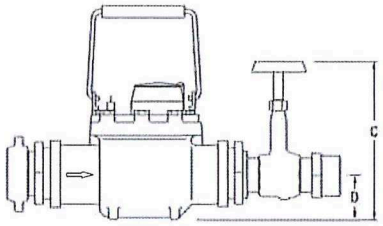
(Rate of Flow in Gallons per Minute)



These charts show typical meter performance. Individual results may vary.

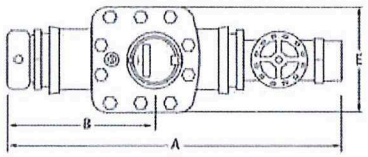
Operating Characteristics

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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City of Cocoa - 8/16/24 - 8/15/25

Ferguson Waterworks - Master Agreement for Water Meter and Meter Reading Equipment Purchase

Warehouse Inventory #	Part Number	Item Description	2024-25 UNIT PRICE
	ED2B31RPHG21	5/8"x3/4" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 137.03
673-008-00005	ED2B31RPWG11S2596	5/8"x3/4" T10 PB Meter W/R900i Gallon Register	$ 211.22
673-606-00016	ED2B31RPWG11S2597	5/8"x3/4" T10 PB Meter W/R900i RECLAIMED Gallon Register	$ 211.22
		5/8"x3/4" T10 PB Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 254.47
	ED2F21RPHG21	1" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 262.89
673-008-00006	ED2F21RPWG11S2596	1" T10 BB Meter W/R900i Gallon Register	$ 318.31
673-606-00017	ED2F21RPWG11S2597	1" T10 BB Meter W/R900i RECLAIMED Gallon Register	$ 318.31
		1" T10 BB Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 370.88
	ED2H11RPHG21	1-1/2" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 555.64
673-008-00007	ED2H11RPWG11S2596	1-1/2" T10 Flanged Meter W/R900i Gallon Register	$ 557.98
673-008-00017	ED2H21RPWG11S2596	1-1/2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 557.98
		1 1/2" T10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 639.18
	ED2J11RPHG21	2" T10 PB Meter W/ProCoder Gallon Register and bare wire	$ 741.94
673-008-00008	ED2J11RPWG11S2596	2" T10 Flanged Meter W/R900i Gallon Register	$ 759.74
673-008-00018	ED2J21RPWG11S2596	2" T10 SE (Female Threaded Meter) W/R900i Gallon Register	$ 759.74
		2" T10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 854.84
	EP7C1RPHG11	4"x1" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 9,088.31
	EP7C1RPWG11S2596	4"x1" HPPIIIS FS Meter W/R900i Gallon Register	$ 9,211.04
	EP7D1RPHG11	6"x1 1/2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 14,870.30
	EP7D1RPWG11S2596	6"x1 1/2" HPPIIIS FS Meter W/R900i Gallon Register	$ 14,996.02
	EP7E1RRPHG11	8"x2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 18,705.24
	EP7E1RPWG11S2596	8"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 18,716.12
	EP7F1RPHG11	10"x2" HPPIIIS FS Meter W/ProCoder Gallon Register & Pigtail	$ 23,290.67
	EP7F1RPWG11S2596	10"x2" HPPIIIS FS Meter W/R900i Gallon Register	$ 23,417.95
	53120-000	2" Bronze Flanged Meter Strainer	$ 466.31
	53107-000	3" Bronze Flanged Meter Strainer	$ 844.50
	53107-100	4" Bronze Flanged Meter Strainer	$ 1,472.14
	52000-201	6" Bronze Flanged Meter Strainer	$ 2,220.42
	52000-304	8" Bronze Flanged Meter Strainer	$ 3,728.46
	52000-402	10" Bronze Flanged Meter Strainer	$ 5,910.98
	53142-100	4" UL-FM Fire Service SS Flanged Basket Strainer	$ 3,561.84
	53142-200	6" UL-FM Fire Service SS Flanged Basket Strainer	$ 5,944.67
	53142-300	8" UL-FM Fire Service SS Flanged Basket Strainer	$ 10,015.95
	53142-400	10" UL-FM Fire Service SS Flanged Basket Strainer	$ 12,900.41
	EU1B1G1	5/8"x3/4" Mach 10 Meter W/ Pigtail	$ 193.89
	EU1B2G1	5/8"x3/4" Mach 10 Meter W/ R900i Gallon Register	$ 311.76
		5/8"x3/4" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 357.96
	EU1D1G1	3/4" Mach 10 Meter W/ Pigtail	$ 218.38
	EU1D2G1	3/4" Mach 10 Meter W/ R900i Gallon Register	$ 330.34
		3/4" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 372.28
	EU1F1G1	1" Mach 10 Meter W/ Pigtail	$ 258.53
	EU1F1G2	1" Mach 10 Meter W/ R900i Gallon Register	$ 373.42
		1" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 429.64
	EU2A1G1	1 1/2" Mach 10 Meter W/ Pigtail	$ 650.71
	EU2A2G1	1 1/2" Mach 10 Meter W/ R900i Gallon Register	$ 766.29
		1 1/2" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	$ 875.72

	EU2E1G1	2" Mach 10 Meter W/ Pigtail	**$ 794.94**
	EU2E2G1	2" Mach 10 Meter W/ R900i Gallon Register	**$ 910.98**
		2" Mach 10 Meter W/ProCoder R900i FirstNet Cellular & Pit Lid Antenna *(when available)*	**$ 1,016.08**
	EU3A1G1	3" Mach 10 Meter W/ Pigtail - 12" Length	**$ 2,675.92**
	EU3A2G1	3" Mach 10 Meter W/ R900i Gallon Register - 12" Length	**$ 2,805.82**
	EU3B1G1	3" Mach 10 Meter W/ Pigtail - 17" Length	**$ 2,675.92**
	EU3B2G1	3" Mach 10 Meter W/ R900i Gallon Register - 17" Length	**$ 2,805.82**
	EU3C1G1	4" Mach 10 Meter W/ Pigtail - 14" Length	**$ 3,481.29**
	EU3C2G1	4" Mach 10 Meter W/ R900i Gallon Register - 14" Length	**$ 3,589.94**
	EU3D1G1	4" Mach 10 Meter W/ Pigtail - 20" Length	**$ 3,481.29**
	EU3D2G1	4" Mach 10 Meter W/ R900i Gallon Register - 20" Length	**$ 3,589.94**
	EU3E1G1	6" Mach 10 Meter W/ Pigtail - 18" Length	**$ 5,825.27**
	EU3E2G1	6" Mach 10 Meter W/ R900i Gallon Register - 18" Length	**$ 5,951.75**
	EU3F1G1	6" Mach 10 Meter W/ Pigtail - 24" Length	**$ 5,825.27**
	EU3F2G1	6" Mach 10 Meter W/ R900i Gallon Register - 24" Length	**$ 5,951.75**
	EU4A1G1	8" Mach 10 Meter W/Pigtial	**$ 9,555.59**
	EU4A2G1	8" Mach 10 Meter W/R900i Gallon Register	**$ 9,663.99**
	EU4B	10" Mach 10 Meter W/Pigtial	**$ 12,819.15**
	EU4B	10" Mach 10 Meter W/R900i Gallon Register	**$ 12,966.31**
	EU4C1G1	12" Mach 10 Meter W/Pigtial	**$ 15,862.89**
	EU4C2G1	12" Mach 10 Meter W/R900i Gallon Register	**$ 15,986.60**
	ET2BR8G1	3" Fire Hydrant Meter Assy. W/Connections, Gate Valve, DR Gallon Register	**$ 1,685.57**
		Any Size/Model ProCoder Pit Style Gallon Register	**$ 74.40**
		Any Size/Model ECoder Pit Style Gallon Register	**$ 85.02**
		Any Size/Model Pit Style R900i Gallon Register	**$ 175.36**
		Any Size/Model ProCoder R900i Register W/FirstNet Cellular & Pit Lid Antenna *(when available)*	**$ 219.07**
673-008-00009	RPW2G11	5/8" T10 Pit Style R900i Gallon Register	**$ 175.36**
673-008-00010	RPW2G31	1" T10 Pit Style R900i Gallon Register	**$ 175.36**
673-008-00011	RPW2G41	1 1/2" T10 Pit Style R900i Gallon Register	**$ 175.36**
673-008-00012	RPW2G51	2" T10 Pit Style R900i Gallon Register	**$ 175.36**
673-606-00019	RPW2G11S334	5/8" T10 Pit Style R900i RECLAIMED Gallon Register	**$ 175.36**
673-606-00020	RPW2G31S334	1" T10 Pit Style R900i RECLAIMED Gallon Register	**$ 175.36**
	13341-220	R900 Wall MIU - 25' Cable	**$ 116.91**
	13442-200	R900 Pit MIU - 6' Cable W/Pit Lid Antenna	**$ 127.54**
673-008-00014	13749-200	R900 Pit Lid Antenna - 6'	**$ 27.63**
	13749-300	R900 Pit Lid Antenna - 20'	**$ 31.88**
	13967-210	R900 - FirstNet Cellular Wall MIU - 6' Cable	**$ 116.91**
	13966-200	R900 - FirstNet Cellular Pit MIU W/Internal Antenna - 6' Cable	**$ 127.54**
	15146-200	R900 - FirstNet Cellular Pit MIU W/External Antenna	**$ 159.42**
	14083-000	R900 - First Net Pit Style External Antenna Only	**$ 31.88**
	13302-100	R900 Belt Clip Transceiver v3.0	**$ 6,108.25**
	13655-300	MRX920v4e Mobile Data Collector	**$ 11,288.66**
	TMRX920V3	MRX920 Elevated Feed Magnetic Mount Mobile Antenna Assy. Complete	**$ 216.49**
	NMRX9203BASE	MRX920 Elevated Feed Magnetic Mount Base Only W/Cable	**$ 128.87**
	13458-000	R900 Gateway V4 Fixed Network Data Collector	**$ 9,768.04**
	13068-200	R900 Gateway 150W Solar Panel Assembly	**$ 3,572.16**
	13070-100	R900 Gateway UPS Outdoor Power System Assembly	**$ 2,649.48**
	13146-100	R900 Gateway antenna	**$ 412.37**
	14099-108	Neptune 360 Annual SaaS Subsription - AMR (50,000-100,000 Customers per endpoint per year)	**$ 0.69**
	14099-109	Neptune 360 Annual SaaS Subsription - AMR (100,000+ Customers per endpoint per year)	**$ 0.56**
	14099-118	Neptune 360 Annual SaaS Subsription - AMI (50,000-100,000 Customers per endpoint per year)	**$ 1.93**
	14099-119	Neptune 360 Annual SaaS Subsription - AMI (100,000+ Customers per endpoint per year)	**$ 1.24**
	13980-308	Neptune 360 Annual SaaS Subsription-FirstNet Cellular (50,000-100,000 Customers per endpoint per year)	**$ 6.86**
	13980-309	Neptune 360 Annual SaaS Subsription-FirstNet Cellular (100,000+ Customers per endpoint per year)	**$ 5.94**

	13980-002	Neptune 360 Advanced AMI Set-Up Fee (one-time fee)	**$ 3,615.00**
	13980-003	Neptune 360 Additional Remote Training (4-hour training window)	**$ 840.00**
	13980-004	Neptune 360 On-Site Training (8 hours)	**$ 1,700.00**
	13980-011	Neptune 360 Professional Services (per hour fee)	**$ 440.00**

All parts per current published parts price list - Receive 20 % Discount from published price.

Pricing Term: 8/16/24 - 8/15/25

Ferguson Waterworks - #751
7800 Ellis Road, Melbourne, Fl. 32904
Contact: Ben Jacobs - AmR/AMI Specialist
Cell Phone: 561-386-8541
Email: benjamin.jacobs@ferguson.com

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.

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.

(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.

(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

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

Legislation Details (With Text)

File #:	24-401	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Agenda Ready	
File created:	7/16/2024		**In control:**	City Council	
On agenda:	7/23/2024		**Final action:**		
Title:	Approve Resolution No. 2024-063, Establishing the Rolled-Back Rate, approve a Proposed Millage Rate for the Purposes of Notification to the Taxpayers by the Brevard County Property Appraiser and set the date, time, and place for the first Public Hearing to consider the FY2025 Budget. It is also recommended for the City Manager to be instructed to complete the Florida Department of Revenue's Certifications of Taxable Value, Forms DR-420.....End				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2024-063 Establishing the Rolled Back Rate and Setting the Millage Rate 072324.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 16, 2024
Agenda Date: July 23, 2024
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Stockton Whitten, MBA, City Manager

Requested Action:
Approve Resolution No. 2024-063, Establishing the Rolled-Back Rate, approve a Proposed Millage Rate for the Purposes of Notification to the Taxpayers by the Brevard County Property Appraiser and set the date, time, and place for the first Public Hearing to consider the FY2025 Budget. It is also recommended for the City Manager to be instructed to complete the Florida Department of Revenue's Certifications of Taxable Value, Forms DR-420.

BACKGROUND:

Florida Statues 200.065 TRIM (Truth-In Millage) Compliance Regulations provides that within 35 days of certification of property values, municipalities must notify the property appraiser of the prior year millage rate, the current year proposed millage rate, the current year rolled-back rate and the date, time and place of the tentative budget hearing, which is no later than August 4, 2024. The Property Appraiser will be advised of the millage rates set at this public meeting through completion of the Florida Department of Revenue's Certification of Taxable Value, Forms DR-420. In addition, the Property Appraiser will also certify the Tax Increment Adjustment Worksheet (DR-420TIF Forms) for each Community Redevelopment Agency (CRA) in the City. The proposed millage rate approved at this meeting will be delivered to the Property Appraiser for inclusion in the TRIM "Notice of Proposed Property Taxes" mailed out to property owners by August 24. This notice provides the

taxpayers with an official notice regarding the public hearing on the tentative FY 2024-2025 budget and the tentative millage rate for the City of Cocoa. The notice also provides taxpayers with the current assessed value of their property and the potential taxes to be paid by each property owner as a result of the proposed millage rate. The tentative public hearing on the FY2024-2025 budget will be held on September 3, 2024 at 6PM.

The City of Cocoa's millage rate for FY 2024 is 6.9532. The FY 2025 Budget has been prepared utilizing a proposed 6.9532 Millage Rate.

Once the proposed millage rate is approved at this meeting, the millage rate may be reduced or increased at the subsequent TRIM public hearings. If the millage rate is increased, a second notice would be required to be sent to all property owners, at the expense of the City as the taxing authority, meaning that all of the TRIM meetings would need to be re-held and new "Notice of Proposed Property Taxes" mailed out to property owners.

After today's public meeting and the approval of the City's proposed millage rate, the following steps remain in the FY2024-2025 millage and budget adoption process:

1. No later than August 4, 2024, the Finance Department will provide executed copies of the Certification of Taxable Value to the Property Appraiser.

2. On or before August 24, 2024, the Property Appraiser will mail the "2024 Notice of Proposed Property Taxes" to all Brevard County property owners.

3. On September 03, 2024, at 6:00 pm, the City Council will conduct a public hearing on the tentative millage rate and tentative budget. Formal adoption of the tentative millage and adoption of the tentative budget will take place at this public hearing. The hearing will be held in the City Council chambers at 65 Stone St. Cocoa, 32922.

4. On September 17, 2024, at 6:00 pm, the City Council will conduct a public hearing which will be advertised in the newspaper notifying the public of the intent to adopt a final millage rate and final budget at the City Council meeting in Council chambers at 65 Stone St. Cocoa, 32922.

Formal adoption of the final millage rate and final budget by separate resolutions will take place at this final public hearing on September 17, 2024.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability - Through our strategic planning process, the City committed to developing a financially sustainable revenue base and control expenses to support and deliver high quality municipal services

BUDGETARY IMPACT:

As presented above, the City is required to budget a minimum of 95%. The millage rate of 6.9532 equals $12,664,753, at 95% is $12,031,515 and results in an increase of 13% in budgeted ad valorem revenue over the Fiscal-Year 2024 Budget. Payment to the two (2) CRA's out of the ad valorem revenue (budgeted at 95%) collected by the City is:

Cocoa CRA $1,301,579
Diamond Square CRA $372,242

Total dedicated to the two (2) CRA's = $1,673,821.

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve Resolution No. 2024-063, Establishing the Rolled-Back Rate, approve a Proposed Millage Rate for the Purposes of Notification to the Taxpayers by the Brevard County Property Appraiser and set the date, time, and place for the first Public Hearing to consider the FY2025 Budget. It is also recommended for the City Manager to be instructed to complete the Florida Department of Revenue's Certifications of Taxable Value, Forms DR-420.

RESOLUTION NO. 2024-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ESTABLISHING THE ROLLED-BACK MILLAGE RATE; ADOPTING A PROPOSED MILLAGE RATE; AND SETTING THE DATE, TIME AND PLACE OF A PUBLIC HEARING TO CONSIDER THE TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET FOR FISCAL YEAR 2025; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute 200.065 expressly provides that municipalities shall adopt a Proposed Millage rate; 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 millage rate and of the date, time and place at which public hearings will be held to consider the tentative millage rate and tentative budget; and

WHEREAS, Florida Statute 200.65 provides that at the time of the adoption of the proposed millage rate, the municipality shall set the date, time and place for a public hearing to consider the tentative millage and the tentative budget; and

WHEREAS, Florida Statute 200.65 further requires that within 80 days of the certification of value, but not earlier than 65 days after the certification the governing body of each taxing authority shall hold a public hearing on the tentative budget and tentative millage rate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The rolled-back millage rate to be used for millage calculation for the City of Cocoa, Florida for Fiscal Year 2025 is set at 6.3761 mils.

SECTION 2. The proposed millage rate for the City of Cocoa, Florida for the Fiscal Year 2025 is 6.9532 mils which is 9.05% greater than the computed rolled-back rate of 6.3761 mils.

SECTION 3. A public hearing shall be held in the City of Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida on September 3, 2024 at 6:00 p.m. to consider the tentative millage rate and the tentative budget for Fiscal Year 2025.

SECTION 4. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 5. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida including, but not limited to Resolution No. 2024-063.

ADOPTED BY THE City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 23rd day of July 2024.

_____
Michael C. Blake., Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

Legislation Details (With Text)

File #:	24-419	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Agenda Ready
File created:	7/23/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Approve the City Manager to negotiate a multi-year contract for banking services with Truist Bank piggy-backing off the Brevard County Clerk of Circuit Court contract RFP1-23-01 and authorize the City Manager to sign all the necessary documents to change the piggyback contract. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Brevard County TRUIST Contract 2023.pdf Brevard Cnty FL 2023 Cust Agmt Accepted 070523.pdf Attachment A - Fees Compensation.pdf Marion CO Truist Agreement thru August 2025.pdf Partially Executed Piggyback Agreement08-22.pdf City of Cocoa Banking Extension Contract eff Sept 2022.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 23, 2024
Agenda Date: July 23, 2024
Prepared By: Rebecca Bowman, Finance Director, MBA, CGFO, CGFM
Through: Stockton Whitten, City Manager
Requested Action:
Approve the City Manager to negotiate a multi-year contract for banking services with Truist Bank piggy-backing off the Brevard County Clerk of Circuit Court contract RFP1-23-01 and authorize the City Manager to sign all the necessary documents to change the piggyback contract.

BACKGROUND:

Since October, 1997, the City has used Truist Bank (formerly Suntrust Bank) for banking services. The City has piggy-backed off of other banking contracts for many years to continue using Truist. Truist has a well-established relationship with the City and staff is satisfied with the services and pricing that Truist offers. The current contract with Marion County was approved by City Council on agenda item 22-486 on August 23, 2022 and expires on August 31, 2025. The earnings credit rate under the Marion County contract is 90 basis points. The earnings credit rate offsets banking fees charged. The interest rate is variable at 125 basis points. The economy has changed significantly since initially piggybacking off of the Marion County Clerk of Circuit Court contract in 2022. Brevard County recently entered into a contract with Truist at an earnings rate of 150 basis points and an

interest rate at 50 basis points above the federal funds rate. That rate is currently 330 basis points. It is financially advantageous for the City to discontinue piggybacking off of the Marion County Clerk of Circuit Court and piggyback off of the Brevard County contract. The contract term is a multi-year contract for the original term of April 1, 2023 through March 31, 2028, with one additional five-year extension. The historical interest earnings have exceeded the banking fees; therefore, no budget is necessary for the banking fees.

Staff is requesting City Council approval for the City Manager to negotiate a piggyback contract with Truist Bank using the Brevard County contract RFP1-23-01 and for the City Manager to sign all the necessary documents to facilitate the change in piggyback contracts.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability Goal 1: Maintain long term fiscal sustainability. Objective 1.1 Maintain and control the expenditure levels, and reduce when appropriate, while not substantially affecting the levels of service.

BUDGETARY IMPACT:

Budgeted Choose an item.
If not budgeted, is amendment/transfer attached? Choose an item.

Amount Requested $
Account Number _
Account Name _

Source of Funds:

PREVIOUS ACTION:

The City Council approved a piggyback off the Marion County Clerk of Circuit Court contract RFP12C -183 on November 28, 2018 via agenda item # 18-604 for banking services.
The City Council approved an extension of the piggyback off of the Marion County Clerk of Circuit Court contract RFP on August 23,2022 via agenda item # 22-486 for banking services contract with Truist Bank. The current contract expires on August 31, 2025.

RECOMMENDED MOTION:

Approve the City Manager to negotiate a multi-year contract for banking services with Truist Bank piggy-backing off the Brevard County Clerk of Circuit Court contract RFP1-23-01 and authorize the City Manager to sign all the necessary documents to change the piggyback contract.

CONTRACT FOR BANKING SERVICES
BETWEEN
TRUIST BANK
AND
BREVARD COUNTY, FLORIDA

THIS CONTRACT is entered into the date of last signature below, by and between the following Parties: **Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the "COUNTY"), and **TRUIST BANK**, a business having its primary business location at 333 S. Garland Avenue, Orlando, FL 32801 (hereinafter the "CONTRACTOR").

WHEREAS, the County issued Request for Proposals (RFP) #1-23-01 seeking a qualified contractor to provide Banking Services; and

WHEREAS, CONTRACTOR submitted a response to the solicitation for such services;

WHEREAS, CONTRACTOR's response has been reviewed by the COUNTY and is determined to be a responsive and responsible response and was deemed to be the most qualified submission.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the Parties as follows:

1.0 **RECITALS:** The above recitals are true and correct and are incorporated by this reference.

2.0 **TERM:** Effective date of contract will be April 01, 2023 through March 31, 2028 or five (5) years from award, whichever occurs first, with the option to extend the Contract for an additional five (5) year term upon mutual agreement of both parties

3.0 **SCOPE OF SERVICES**: The CONTRACTOR states that it fully understands the scope, nature, quantity and quality of services to be provided under this Contract. The CONTRACTOR agrees to provide banking services as follows:

1. Establish demand deposit accounts as may be necessary to meet the banking requirements of the County. In addition, provide zero balance accounts (ZBA). The concentration accounts will fund disbursements from these accounts automatically on a daily basis.

2. Disburse funds via repetitive wire transfer upon on-line request of an authorized person.

3. Accept and send Automated Clearing House (ACH) transactions and provide on-line notification of ACH deposits on same day.

4. Process direct deposits of vendor payments and verification of deposit.

5. Provide automated on-line balance reporting services for all the County accounts.

Available information should include: closing ledger, closing collected, opening ledger, opening collected, float, previous day debit and credit detail (including bankcard deposits, ZBA transfers) and ACH credit and debit detail.

6. Provide the ability to place on-line stop payments and on-line access to information on cleared and stopped payment checks. All stop payment orders will be made electronically. On rare occasions, it may be necessary to initiate a stop payment by telephone. When the County places stop payment orders, the bank will immediately inform the County electronically if the check has been cashed and provide an image of the cashed item to the County. If not cashed, the bank will provide an electronic confirmation of the stop payment. Stop payments shall be effective for a period of not less than eighteen (18) months. Cancellation of a stop payment order will be processed in the same way as the stop payment order. All checks paid by the bank after the above procedure has been adhered to will be the responsibility of the bank.

7. After minimum concentration account balance requirements are met, if applicable, sweep any excess cash balances into an approved overnight investment vehicle. Proposer must submit proposals offering services based on an actual cost basis or using a compensation balance, or both.

8. The County currently uses partial check reconciliation but may be interested in evaluating the benefits of using full reconciliation services in the future.

9. Provide monthly activity statements and reports for all accounts. These statements will include a monthly account analysis. The statement cutoff should be the last day of the month. Statements must be sent by no later than the 10th of the following month.

10. Provide custodial/safekeeping services for securities held for the benefit of the County.

11. Provide the County with capability to receive check images on CD-rom, USB thumb drive or other mechanism as approved by the County.

12. Provide information for Controlled Disbursement services.

13. It is not the intention of the County to overdraw any accounts. In the event of an overdraft, all checks presented for payment shall be paid. The Financial Accounting Supervisor or designee shall confirm wires or ACH transfers that will result in an overdraft. The bank shall complete the wire/ACH transfer after confirmation. No Service Fee shall be charged to the County for overdrafts.

    Overdrafts will be recovered in the following manner:
    The amount of the overdraft is to be deducted from the respective account balance before calculating the overnight interest earnings. Reductions to the investable cash balances must be shown on the monthly investment activity statement.

14. Provide lockbox services for the collection of ambulance services that the County provides. Currently, Change Healthcare serves as the collection and processor for the invoices.

15. In order to facilitate maximization of investment earnings, the County would like to

utilize an overnight "sweep" arrangement, wherein an overnight sweep investment is entered into each business day. At the end of each business day, all uninvested balances (collected funds, float, etc.) in various specified accounts (less the amount required for the bank to maintain its reserve requirement) are swept into an overnight investment. The proposer has the option to offer other alternatives to overnight repurchase agreements. The proposer must provide full documentation of the alternative with the proposal.

16. Provide Vault Services.

17. Provide electronic deposit reporting of bank details.

18. Assist with transaction research.

19. Disaster recovery and control.

20. Custodial/Safekeeping Services –
    a. Trust services are limited to only handling the settlement of trades and will not involve any investment management functions of County funds. The securities which qualify for delivery through the Federal Reserve Bank in book entry form credit to the bank's Federal Reserve Account and for further credit to the County (ie; United States Treasury bills, notes and bonds; United States Government Agencies; and Federal Instrumentalities). The Federal Reserve receipt must identify the "CUSIP" number, the County as owner of the security, and securities which require physical delivery to the bank and which are held for credit to the County (ie: banker's acceptances and commercial paper notes). The safekeeping receipt must identify the County as owner of the security.
    b. Maintain one or more custody accounts directly or through a third party for the cash and securities owned by the County.
    c. All securities and cash held by the custodian shall be segregated from the assets of others and shall be and remain the sole property of the County. The custodian shall have only the bare custody thereof. The securities held by the custodian shall, unless payable to the bearer, be registered in the name of the County, or in the bank's nominee name. Securities delivered to the custodian, except bearer securities and Certificates of Deposit as described above, shall be in due form for transfer or already registered as provided above.
    d. Collect all coupons and other periodic income on securities held and process for instructions received by authorized persons.
    e. Monitor and record the collection of funds in accounts maintained by the custodian for the County.
    f. Create, maintain and retain all records relating to securities held in custody in the County's accounts to meet the requirements and obligations under generally accepted accounting principles.
    g. Provide monthly activity statements and reports for all accounts. The statement cut off should be the last day of the month. Statements must be sent by no later than the 10th of the following month.

21. The bank must have the capability to provide reconciliation services with positive-pay protection services. Images of all paid items should be provided to the County on CD-rom.

22. The County is desirous of using a combination of balances and fees for all service charges associated with the monthly activity for each account. The accounts will be "swept" into an overnight investment vehicle to a target balance of zero (less the amount required for the bank to maintain its reserve requirement). In addition, the account analysis statement should show average balances and average net collected balances, along with itemizes monthly activity of each account and services activity cost associated with each. **Each proposer is required to provide an analysis comparing service fees paid by compensating balances versus direct fees for each of the proposing services. The County reserves the right on an annual basis to change between compensating balances and direct fees.**

4.0 **ANNUAL REVIEW:** The CONTRACTOR agrees to conduct a meeting each year, no later than sixty (60) days after September 30 (the close of the Board's fiscal year) with the Board's staff to review the previous year's bank services and support to the Board.

5.0 **COMPENSATION**: The CONTRACTOR agrees to provide the specified services at the fees and costs provided in the Proposal on Pages 1-24 (see Attachment A) to COUNTY. CONTRACTOR will be compensated based on a base rate, and CONTRACTOR will additionally charge COUNTY set fees and costs as set forth in its "prices and services chart." Said Banking Service Proposal, along with the final prices and services chart, is attached hereto as Exhibit A, and incorporated herein by this reference, as if fully set forth herein.

Billing settlement will be monthly once the Board receives an account analysis statement. Payment will be made to CONTRACTOR by County Finance according to the Brevard County Administrative Order AO-33 (copy available upon request) and the Florida's Local Government Prompt Payment Act at Part VII Chapter 218 Florida Statutes. Contract prices shall remain firm for the first five years of the Contract, unless the County approves a price adjustment. The awarded Contractor may have an opportunity to request an annual price adjustment on each anniversary date of the contract. The request for price adjustment must be submitted in writing no later than ninety (90) calendar days prior to the annual anniversary of the contract start date. The request for price adjustment must include written justification (raw material price increase, labor, etc.) for the increase and a copy must be sent to the Purchasing Manager. Any approved request for price adjustment will not take effect until the anniversary of the contract start date and any such granted price adjustment will be in effect for the twelve (12) month period following the said anniversary start date. Written request for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI-W). Any price adjustment shall be approved by the Purchasing Manager or designee prior to the new price becoming effective.

6.0 **ADDITIONAL SERVICES**: CONTRACTOR agrees to make its best effort to provide any additional banking services not covered by this Contract which may be requested by the Board, at such cost and under such terms as may be agreed upon, in writing by the Parties, and such additional services shall then be subject to all the terms and conditions of this Contract as fully as if set forth herein.

7.0 **TERMINATION:** Either Party may terminate this Contract by giving one hundred twenty (120) days advance written notice to the other Party at the address listed in the notice section. Any work completed or services provided prior to the date of termination shall, at the option of the COUNTY, become the property of the COUNTY. The COUNTY is

responsible for payment of services and work satisfactorily provided prior to the effective date of termination.

8.0 NOTICES:

All notices required or permitted under this Contract and any written consents or approvals required shall be in writing and are in effect upon receipt. Notices shall be transmitted either by personal hand delivery; United States Postal Service (USPS), certified mail return receipt requested; or, overnight express mail delivery. E-mail and facsimile transmission may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

The Parties' designated representatives and their respective addresses for purposes of this Contract are as follows:

TRUIST Bank
Attn: Brian Orth, Senior Vice President
333 S. Garland Avenue, Orlando, FL 32801
(407) 237-6764

Brevard County Central Services Department
Attn: Mary Bowers, Purchasing Manager
2725 Judge Fran Jamieson Way C303
Viera, Florida 32940

9.0 INSURANCE REQUIREMENTS

The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract:

a. Commercial General Liability Insurance: General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury, and $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations. Policy must include coverage for contractual liability and independent contractors.

b. Automobile Liability Insurance: Automobile Liability coverage shall be in the minimum amount of One Million Dollars ($1,000,000) combined single limits for Bodily injury and Property Damage per accident.

c. Worker's Compensation Coverage: Full and complete Workers' Compensation Coverage, as required by State of Florida law, shall be provided.

d. Professional Liability : Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $2,000,000 aggregate. CONTRACTOR must keep the professional liability insurance in force throughout this agreement.

e. Cyber Liability: Coverage must be afforded in an amount not less than $5,000,000 per claim for negligent retention of data as well as notification and related costs for actual Information Security Incidents.

f. Insurance Certificate: The CONTRACTOR shall provide the COUNTY with Certificates of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the County. Said liability policies shall provide that the County be an additional insured. The COUNTY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the COUNTY and licensed and authorized under the laws of the State of Florida.

10.0 HOLD HARMLESS AND INDEMNIFICATION

The CONTRACTOR shall assume full responsibility for and shall indemnify the COUNTY for any and all loss or damage of whatsoever kind and nature to all County property which is in its custody or under its control for service under this Contract resulting in part from the negligent act or omission of the CONTRACTOR, and its subcontractors, or employee, agent, or representative of the CONTRACTOR. The Parties agree that specific consideration has been exchanged for this indemnification and hold harmless provision.

The COUNTY shall be held harmless by the CONTRACTOR against any and all claims for and related in any way to bodily injury, sickness, disease, death, personal injury, damages to property of any kind (loss of use of any property or assets resulting therefrom), schedule delay claims of any kind, including, but not limited to loss of efficiency or productivity, arising out of or resulting from the performance of the products or services for which the COUNTY is contracting hereunder, to the extent caused by the negligent, reckless, intentional, or willful wrongful acts or omissions of the CONTRACTOR, or any of its agents, employees, or subcontractors.

The CONTRACTOR agrees to fully indemnify the COUNTY and pay the costs of the COUNTY, including, but not limited to, reasonable fees for attorneys selected by the COUNTY, for all claims described in the hold harmless clause above. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY's exclusive remedy. This indemnification shall survive the termination of this Contract. The COUNTY's indemnity and liability obligations shall be subject to the COUNTY's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes, as may be amended. Nothing in this Contract is intended to inure to the benefit of any third party for the purposes of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing contained in this section is intended to nor shall it constitute a waiver of sovereign immunity by the COUNTY.

11.0 RIGHT TO AUDIT RECORDS/PUBLIC RECORDS

a. In performance of this Contract, CONTRACTOR shall keep books, records, and accounts of all activities related to this CONTRACT in compliance with generally accepted accounting procedures.

b. All documents, papers, books, records and accounts made or received by CONTRACTOR in conjunction with this Contract, and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the COUNTY. The COUNTY or any of its duly authorized representatives reserves the right to audit the CONTRACTOR's records related to this Contract at any time during the performance of this Contract and for a period of five (5)

years after final payment is made, or otherwise required by law. CONTRACTOR shall retain all documents, books and records for a period of five (5) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes, or CONTRACTOR turns said records over to COUNTY.

c. All records or documents created by or provided to the CONTRACTOR by the COUNTY in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. Pursuant to Florida Statute Chapter 119, generally, and 119.0701 specifically, if records created by the COUNTY, or the CONTRACTOR related to the performance of the services under this Contract, do not fall under a specific exemption under Florida or federal law, the records - whether created or maintained by the CONTRACTOR or the COUNTY- must be provided to anyone making a public records request. It is CONTRACTOR'S duty to identify any information in records created by CONTRACTOR which it deems is exempt or confidential from public records laws under Florida or federal law and identify the statute number which requires the information be held exempt. All records stored electronically must be provided to the COUNTY in a format compatible with the technology systems of the COUNTY.

d. Both Parties understand that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. The CONTRACTOR agrees and understands that Florida has broad public records disclosure laws, and that any written communication with the CONTRACTOR, to include emails, email addresses, a copy of this contract, and any supporting documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

e. "Public Records" are defined as "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." (see section 119.011(12), Florida Statutes).

f. CONTRACTOR shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following termination of the Contract if the CONTRACTOR does not transfer the records to COUNTY.

g. Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to the COUNTY. The CONTRACTOR shall direct individuals requesting public records to the public records custodian listed below. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONTRACTOR of the request and if CONTRACTOR possesses the records, CONTRACTOR must provide the records to COUNTY or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the COUNTY can comply with the requirements of section 119.07, Florida Statutes. CONTRACTOR may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated by this reference. A copy of AO-47 is available upon request from the COUNTY's public records custodian designated below.

h. Should COUNTY face any kind of legal action to require or enforce inspection or production of any records provided by CONTRACTOR to the COUNTY which CONTRACTOR maintains are exempt or confidential from such inspection/production as a public record, CONTRACTOR agrees to indemnify the COUNTY for all damages and expenses, including attorney's fees and costs. The CONTRACTOR shall hire and compensate attorney(s) who shall represent the interests of the COUNTY as well as the CONTRACTOR in defending such action. The CONTRACTOR shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to section 119.12, Florida Statutes.

i. Should CONTRACTOR fail to provide the public records, within CONTRACTOR's possession and control, to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under section 119.10, Florida Statutes, including civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. The CONTRACTOR's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

j. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS C/O MARY BOWERS, MARY.BOWERS@BREVARFL.GOV, (321) 617-7390, 2725 JUDGE FRAN JAMIESON WAY, A207, VIERA, FL 32940.

12.0 FEDERAL TAX ID NUMBER

The CONTRACTOR shall provide the COUNTY with its Federal Tax ID Number.

13.0 ATTORNEYS FEES AND COSTS/VENUE/GOVERNING LAW.

In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs. **BOTH PARTIES AGREE TO WAIVER OF ANY RIGHT TO TRIAL BY JURY AND THAT ANY TRIAL SHALL BE NON-JURY.** The Parties agree that this Contract is governed by the laws of the State of Florida and venue for legal action brought under this Contract shall be in a court of competent jurisdiction in Brevard County, Florida. CONTRACTOR consents and waives any objection or defenses relating to Florida state court having jurisdiction over any dispute or claim arising out of this agreement and consents to process being served upon its

Florida registered agent. CONTRACTOR expressly waives removal of any claim or action arising under this agreement to federal court.

14.0 NON-EXCLUSIVE CONTRACT.

The Parties acknowledge that this Contract is not an exclusive contract and the COUNTY may employ other professional or technical personnel to furnish services for the COUNTY, as the COUNTY, in its sole discretion, finds is in the public interest. The COUNTY reserves the right to assign such work to the CONTRACTOR as it may approve in the sole discretion of the COUNTY.

15.0 INDEPENDENT CONTRACTOR.

The COUNTY contracts for the services of the CONTRACTOR as an independent contractor, and not as an employee. Nothing in this Contract shall be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party shall have the authority to enter into any Contract of any kind on behalf of the other, or to bind or obligate the other to any third party.

16.0 SCRUTINIZED COMPANIES.

a. The CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.

b. If this Contract is for more than one million dollars, the CONTRACTOR further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

c. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the contract.

d. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract.

e. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

17.0 EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify).

a. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the

CONTRACTOR during the term of the contract. Upon request, CONTRACTOR shall provide acceptable evidence of their enrollment. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.

b. CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

c. CONTRACTOR agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of CONTRACTOR's enrollment in the program. This includes maintaining a copy of proof of CONTRACTOR's and any subcontractors' enrollment in the E-Verify Program.

d. Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.

e. A Contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, 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.

f. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

g. COUNTY will not intentionally award a publicly-funded contract to any CONTRACTOR who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 United States Code (USC) section 1324a(e)(section 274A(e) of the Immigration and Nationality Act (INA). The COUNTY shall consider a CONTRACTOR's intentional employment of unauthorized aliens as grounds for immediate termination of this contract.

18.0 SEVERABILITY:

If a court of competent jurisdiction finds any of the provisions contained in this Contract to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to rehabilitate and replace the unenforceable provision or provisions of this Contract with lawful terms and conditions approximating the original intent of the Parties.

19.0 ENTIRE AGREEMENT, MODIFICATION:

This Contract, including exhibits, riders, and/or addenda, if any, sets forth the entire agreement and understanding between the Parties. This Contract supersedes all prior agreements and negotiations respecting such matter. This Contract shall not be modified or altered unless done so in writing by both parties and signed by each party's respective authorized representative.

20.0 CONFLICTS OF INTEREST:

No officers, members or employees of the COUNTY, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of this Contract, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds of this Contract. The CONTRACTOR covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONTRACTOR further covenants that in the performance of this contract, no person having any such interest shall be employed by CONTRACTOR.

21.0 PUBLIC ENTITY CRIMES:
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

22.0 FURTHER ASSURANCES:
Each Party, without further consideration, shall take such action, execute and deliver such documents as the other may reasonably request to correct or effectuate the purpose of this Contract.

23.0 INTERPRETATION:
Both Parties have had the opportunity to consult with legal counsel and to participate in the drafting of this Contract. Consequently, this Agreement shall not be more strictly or more harshly construed against either party as the drafter.

24.0 FOREIGN DISCLOSURE: CONTRACTOR will complete and return the County's Foreign Disclosure Form with the execution of this contract, and any renewal. CONTRACTOR will make any required disclosures to comply with section 286.101, Florida Statutes.

25.0 COUNTERPARTS AND AUTHORITY:
This Contract may be executed in counterparts all of which, taken together, shall constitute one and the same Contract. CONTRACTOR warrants that it is a company duly authorized, validly existing and in good standing under the laws of the state of its formation and that CONTRACTOR's representatives are duly authorized and have the legal right, power and authority to enter into this Contract, and to perform all of its obligations hereunder.

26.0 CYBER EXPOSURE:

Information Security Incident Response. In the event that CONTRACTOR becomes aware of an Information Security Incident, CONTRACTOR shall:

(i) Promptly notify COUNTY in writing, of the occurrence of such Information Security Incident, no more than 24 hours after becoming aware of said Information Security Incident;
(ii) Investigate such Information Security Incident and conduct an analysis of the cause(s) of such Information Security Incident;
(iii) Provide periodic updates of any ongoing investigation to COUNTY
(iv) Develop and implement an appropriate plan to remediate the cause of such Information Security Incident, to the extent that such cause is within CONTRACTOR or any of its affiliates or subcontractor's control;
(v) Provide: 1. Notification to potentially affected persons; 2. Credit monitoring services; 3. Identification protection services; 4. Establish and operate a call center; 5. Notification to any and all regulatory authorities; and 6. Other functions, services, or penalties as may be required by law.
(vi) Should it be determined that such Information Security Incident was the responsibility of COUNTY, COUNTY shall reimburse Vendor for its reasonable out-of-pocket costs to investigate and remediate such Information Security Incident.
Both CONTRACTOR and COUNTY shall be responsible for complying with all applicable federal and state regulations, statutes, rules and/or requirements in effect at the time of any Information Security Incident, as may be amended or revised, that are applicable to any and all COUNTY'S Data in Vendor or any of its affiliates or subcontractor's control.
CONTRACTOR will defend, indemnify, and hold harmless COUNTY and COUNTY's officers, employees, and agents, from and against any third-party loss, liability, damage, costs, fine(s), penalty, claim, judgment, including, but not limited to, reasonable attorney's fees (collectively "Damages"), arising as a result of an Information Security Incident.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN Section 9.0 INSURANCE REQUIREMENTS, CONTRACTOR'S MAXIMUM LIABILITY TO COUNTY HEREUNDER SHALL NOT EXCEED TWENTY MILLION DOLLARS ($20,000,000) IN THE AGGREGATE DURING THE TERM OF THE AGREEMENT.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have executed this Contract on the last date written below by their representatives, fully authorized by all required action to sign on behalf of and to bind that Party to the obligations herein.

ATTEST:

Brevard County Board of County Commissioners, Viera, Florida

Frank Abbate, County Manager 1/19/23 Date

As approved by the Board: 09-14-2022

TRUIST Bank

BY: _____ 1/18/2023

Printed Name & Title Date

ATTACHMENT "A"

FEES

TRUIST

Brevard County Purchasing Services

Proposal for Fees and Compensation

Presented by Truist Bank

Brian Orth
Senior Vice President
Not for Profit/ Government Banking
333 S. Garland Ave., 17th FL
Orlando, FL 32801

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TRUIST

Presented by Truist Bank

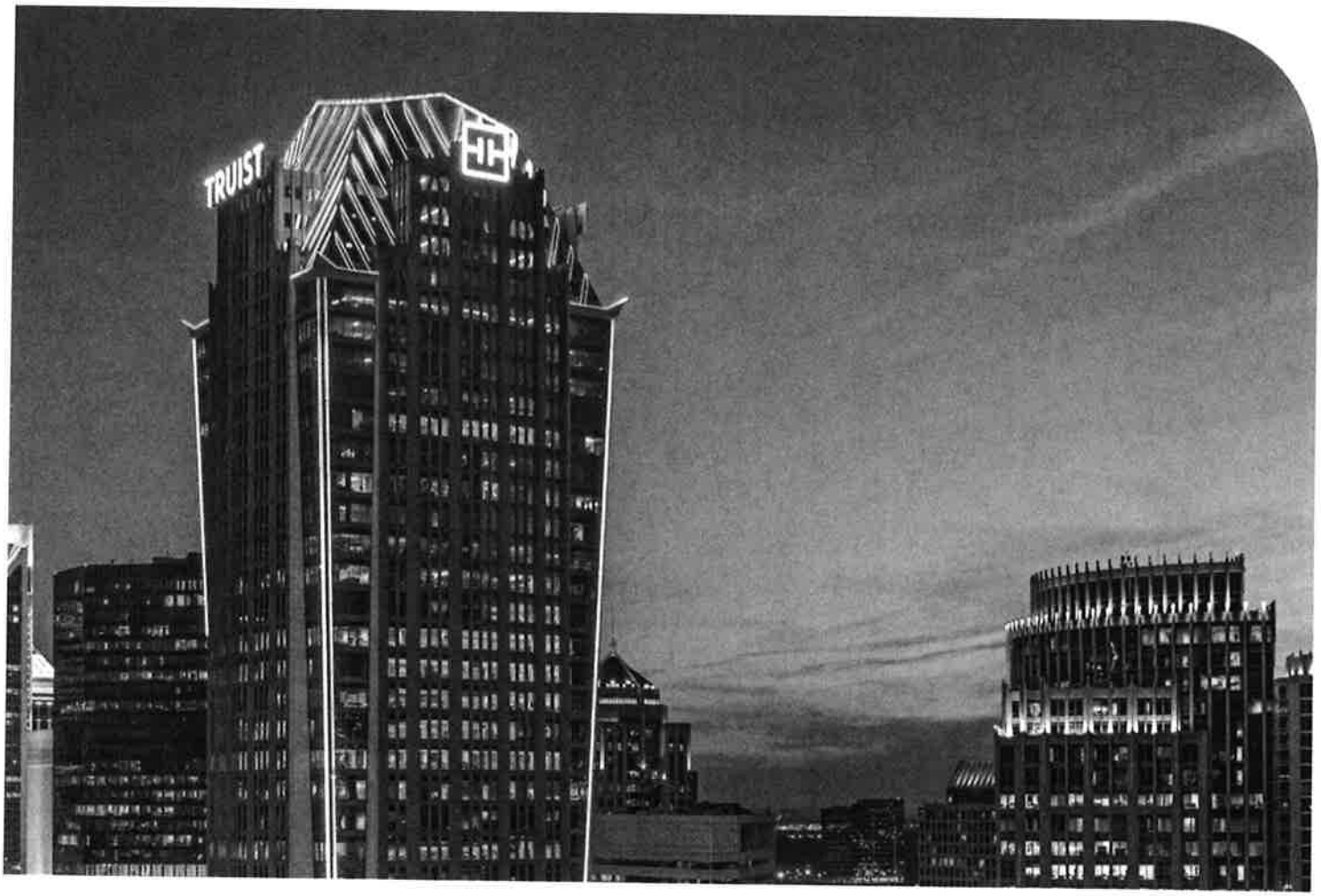
Proposal for Fees and Compensation

Brevard County Purchasing Services

November 22, 2022
4 pm ET
RFP # P-1-23-01

Brian Orth
Senior Vice President
Not for Profit/ Government Banking
333 S. Garland Ave., 17th FL
Orlando, FL 32801
407.237.6764
Brian.Orth@truist.com

Maria Roman
Senior Vice President
Treasury Solutions Consultant
401 East Jackson St., 19th FL
Tampa, FL 33602
813.224.2095
Maria.Roman@truist.com



TRUIST

November 22, 2022

Mary Bowers, Purchasing Services
Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, 3rd FL, STE C303
Viera, FL 32940

Dear Ms. Bowers,

Truist Bank is pleased to have this opportunity to continue our long-term banking relationship with Brevard County (the "County"). The proposal herein provides a holistic view of the County cash resources thorough a competitive fee structure that limits bank fees through an aggressive Earning Credit rate and maximizes earnings on excess cash held at the bank. Furthermore, the integration of the Truist Custody Services provides a seamless resource to safeguard assets and assist with the day-to-day operations of the County.

As your long-term banking partner, we have a demonstrated history of operating fairly and competently on behalf of the County. As we respond to this newest request, you will see an overall increase in per item prices, but this is largely driven by many, many years where these increases were absorbed by the bank, and not passed along to the County. To help offset the pricing changes, we are offering the County an Earnings Credit rate of 1.50% which can be used to offset banking charges. Additionally, for those balances not needed to offset fees, the bank is offering the County a rate of 60% of the Fed Funds Target Rate, which is currently 2.40% (by linking this offering to the Fed Funds Target Rate, the County will gain the automatic benefits of future Fed movements over the next year). In the second year of the contract, these will both become managed rates, but the County will benefit significantly in first year with the indexed rate, taking advantage of the current rate environment. Lastly, for 120 days, the bank is pleased to offer a waiver of all per item banking fees, meaning all amounts on deposit with Truist would earn at least 2.40% in interest. When looking at our value proposition in relation to the "cost scoring metric" in the RFP, the bank may show an increase in "costs" from our historical levels, however the other component of the metric, "compensation" will also be much higher as we work to help offset any cost increases.

In summary, Truist and your local coverage team is extremely proud to be your banking partner and would be humbled and honored to continue in our current role. We feel, as your banking partner, that we have not taken for granted the long relationship and trust you've bestowed in us, and that commitment will remain as we move forward. The County has offered us a long run as their financial partner and we have provided the County a long run of steady pricing, often below costs, with a coverage team that has remained largely the same over the last 12 years that I have been your Relationship Manager. I hope we score well and can make any choice to change financial institutions moot. We respectfully ask you to consider the strain on resources and staff from a move of this magnitude when the partner you already have has a long history of acting fairly for the County (and all of our municipal clients across Florida) and is eager to continue as the banking services partner for Brevard County.

Sincerely,

Brian Orth
Senior Vice President
Not for Profit/ Government Banking

Truist Bank, Member FDIC

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Account Recommendations & Pricing

Public Fund Analyzed Interest Checking Account

Truist recommends Brevard County Board of County Commissioners utilize our Public Fund Analyzed Interest Checking Account for public fund deposit accounts. It is designed for public fund entities with higher transaction needs, a need to earn interest, and utilize balances to offset fees. This checking account would allow the County to earn interest on potential excess balances without the additional reconciliation and transactions that come with sweeping balances to another vehicle.

Truist is pleased to offer attractive relationship pricing that includes a custom Managed Earnings Credit Rate (ECR) of 1.50% reviewed annually; additional balances above compensating balance will earn a rate equal to 60% of the top of the Fed Funds Target Rate. This pricing structure will be guaranteed for the requested initial term period of three (5) years and may be adjusted at the end of the commitment period. Should the Bank be awarded the RFP, the ECR will be managed based on market conditions.

Certain fees are considered "explicit" and cannot be offset with earnings credits. Explicit fees include, but are not limited to: merchant services fees, bank supplies, check orders, some international fees, and retail online banking fees.

Earnings Credit Rate (ECR) is applied to the average available balance in the account for the month. This rate is applied to 100% of average available balances to allow the County to offset service charges with compensating balances.

ECR is calculated using the following formula:

Monthly Earnings Credit Allowance = Average Available Balances x ECR x days in the month ÷ days in year.

Unless otherwise agreed upon, Earnings Credit Allowance is applied to the account on a monthly basis. Any unused Earnings Credit Allowance during a month cannot be carried over in the following months.

Pricing Sheet

BANKING SERVICES
P-1-23-01
PRICE SHEET

COMPENSATION

The County will compensate the Contractor at the proposed rate of services provided. Price to provide all labor, materials, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the proposal documents.

$ N/A

ACH PAYMENTS

Does your company accept ACH Payment Method? X Yes/ _____ No

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms:

_____

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and its date of issue.

Add. No. 1 Dated October 27, 2022 // Add. No. 3 Dated November 8, 2022

Add. No. 2 Dated November 7, 2022 // Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for P-1-23-01 Banking Services.

CONTRACTOR NAME Truist Bank

ADDRESS 333 S. Garland Ave., 17th FL, Orlando, FL 32801

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE Brian Orth DATE 11/14/2022

TELEPHONE # 407.237.6764 FAX # _____

EMAIL Brian.Orth@truist.com

TRUIST

Truist Pro Forma Account Analysis Statement

Pro Forma ID: 137137
Account Officer: Orth,Brian
Treasury Consultant: Roman, Maria

Effective 01/01/2023
BREVARD COUNTY BOARD OF COUNTY
RFP 2022
Group Account # *1058

Combined Analyzed Interest Checking - PF

Earnings Credit Summary

Average Ledger Balance	$14,938,046.67		
Less: Average Float	$276,683.58		
Average Collected Balance	$14,661,363.09	Earnings Credit Rate	1.500 %
Average Negative Collected Balance	$0.00	Earnings Credit Allowance	$18,678.17
Average Positive Collected Balance	$14,661,363.09	Less: Balance Based Charges	$5,713.90
Less 0.00% Related Reserves	$0.00		
Average Positive Balance Available	**$14,661,363.09**	**Total Analysis Based Charges**	$0.00
		ADD: Explicit & Billed Separately	$0.00
		ADD: Independent Account Service Charges	$0.00
		Total Service Charges for Period	$0.00

Interest Earnings Summary

Hybrid Solution	
Average Positive Available Balance	$14,661,363.09
Less: Bal Required for Analyzed Services	$4,485,104.30
Average Positive Net Available Balance	$10,176,258.79
Hybrid Interest Rate	2.400 %
Hybrid Estimated Interest Earned	$20,742.84
Total Estimated Interest Earned for Period	$20,742.84
Net Client Benefit	$20,742.84

Service Code	Service Description	Volume	Unit Price	Total Price
	GENERAL BANKING SERVICES			
21	MONTHLY ACCT MAINTENANCE FEE	5	$8.000000	$40.00
100	CREDITS POSTED	552	$0.560000	$309.12
110	ITEMS DEPOSITED - ON-US	84	$0.080000	$6.72
112	ITEMS DEPOSITED - IN STATE	362	$0.080000	$28.96
114	ITEMS DEPOSITED - OTHER	205	$0.080000	$16.40

The pricing detailed in this pro forma does not constitute a contractual offer of any particular service, price, rate or account type for any term. Estimated volumes may be included in this pro forma based on our assumptions or information shared with us. It is for purposes of estimation and discussion only unless accompanied by other agreements or commitments that offer explicit pricing or terms. Your Account Analysis statement will reflect the actual services, volumes and charges for the services utilized. Reviewing your Account Analysis statements with full line-item detail is recommended and those statements are available by mail or electronic delivery methods. Service descriptions and related information may change or be updated by Truist with or without notification. Any impacts to a client's pricing will be communicated in accordance with applicable banking agreements. If you have any questions or concerns about your actual pricing, please contact your Treasury Consultant. For a complete list of account related fees, the Truist Business Services Pricing Guide is available at
www.truist.com/content/dam/truist-bank/us/en/documents/disclosures/commercial/business-deposits-fee-schedule.pdf

Service Code	Service Description	Volume	Unit Price	Total Price
GENERAL BANKING SERVICES				
122	WLBX ON-US DEPOSITED ITEM	83	$0.115000	$9.55
124	WLBX TRANSIT DEPOSITED ITEM	611	$0.070000	$42.77
128	CHECKS PAID AND OTHER DEBITS	1,946	$0.040000	$77.84
132	CONTROLLED DISB - CHECKS PAID	1,250	$0.070000	$87.50
385	COIN ORDER PER ROLL	29	$0.200000	$5.80
390	CURRENCY ORDER PER $1	405	$0.001300	$0.53
395	COIN AND CURRENCY DEPOSITED	54,974	$0.002500	$137.44
1200	RDI SPECIAL HANDLING MAINT	1	$5.000000	$5.00
1205	RETURNED DEPOSITED ITEM FEE	8	$3.000000	$24.00
1210	REDEPOSIT (RECLEARED) RET ITEM	7	$3.000000	$21.00
			Subtotal:	**$812.62**
BALANCE RELATED SERVICES				
35	DEP ACCT USAGE RATE (PER $100)	14,938,046	0.000000	$0.00
			Subtotal:	**$0.00**
VAULT SERVICES				
1400	VAULT MONTHLY MAINTENANCE	17	$9.000000	$153.00
1401	CASH VAULT DEPOSITS	227	$0.560000	$127.12
1405	VAULT CASH DEPOSITED PER DOLLR	74,070	$0.000900	$66.66
1407	VAULT DEPOSIT CORRECTION	20	$6.000000	$120.00
1410	VAULT DEPOSIT ITEMS - ON-US	317	$0.030000	$9.51
1411	VAULT DEPOSIT ITEMS IN-STATE	2,043	$0.050000	$102.15
1412	VAULT DEP ITEMS - OTHER	2,138	$0.020000	$42.76
1415	VLT COIN DEPOSIT STANDARD BAG	3	$2.000000	$6.00
1417	VAULT COIN DEPOSIT SUB TO CNT	29	$3.000000	$87.00
			Subtotal:	**$714.20**
WIRE TRANSFER SERVICES				
2028	INCOMING DOMESTIC WIRE	2	$4.000000	$8.00
3585	TM DOMESTIC NON-REP WIRE	20	$3.000000	$60.00
3587	TM BOOK TRANSFER NON-REP	5	$3.000000	$15.00
3589	BOOK TRANSFER CREDIT	1	$5.000000	$5.00
			Subtotal:	**$88.00**
ACH SERVICES				
105	ACH RECEIVED CREDIT	1,307	$0.040000	$52.28
134	ACH RECEIVED DEBIT	166	$0.040000	$6.64
530	ACH NOTIFICATION OF CHANGE	14	$0.500000	$7.00
538	ACH RETURN TRANSACTION	9	$1.000000	$9.00
540	DT/DLTY ACH MONTHLY MAINT	1	$15.000000	$15.00
553	TOTAL ACH ORIGINATED ITEMS	3,042	$0.030000	$91.26
554	ACH ORIGINATED ADDENDA RECORD	7	$0.040000	$0.28
1051	ACH BLANKET BLOCK MAINTENANCE	1	$5.000000	$5.00

Service Code	Service Description	Volume	Unit Price	Total Price
ACH SERVICES				
1052	ACH POSITIVE PAY MONTHLY MAINT	2	$5.000000	$10.00
3319	TM ACH FILE UPLOAD	5	$4.000000	$20.00
3320	TM ACH BATCH PROCESSING FEE	11	$2.000000	$22.00
			Subtotal:	**$238.46**
EDI SERVICES				
1302	EDI REPORTING MAINTENANCE	1	$45.000000	$45.00
1303	EDI REPORTING PER ITEM FEE	1,472	$0.000000	$0.00
			Subtotal:	**$45.00**
RECONCILIATION SERVICES				
331	CD-ROM MAINTENANCE	1	$10.000000	$10.00
333	CD-ROM ITEMS	1,850	$0.020000	$37.00
335	CD-ROM DISC	1	$5.000000	$5.00
337	CD-ROM DUPLICATE DISC	1	$5.000000	$5.00
341	CD-ROM ADDITIONAL ACCT FEE	3	$5.500000	$16.50
			Subtotal:	**$73.50**
POSPAY/REVERSE POS PAY				
4133	CPR/POS PAY/PAYEE-EXCEPTIONS	6	$0.500000	$3.00
4140	POSITIVE PAY - MAINTENANCE	4	$25.000000	$100.00
4141	CONTROL/POSITIVE PAY - ITEMS	1,850	$0.025000	$46.25
4211	CPR/POSPAY/PAYEE D/T CLNT/FILE	4	$6.000000	$24.00
			Subtotal:	**$173.25**
INFORMATION SERVICES				
3016	CONTROLLED DISB MAINT	1	$150.000000	$150.00
			Subtotal:	**$150.00**
ONLINE COURIER SERVICES				
3961	OLC DDA STATEMENT	1	$1.000000	$1.00
3962	OLC ANALYSIS STATEMENT	3	$1.000000	$3.00
			Subtotal:	**$4.00**
TREASURY MANAGER				
3551	TM/OLC MAINTENANCE FEE	1	$10.000000	$10.00
3552	TM/OLC PRIOR DAY SERV/MONTH	1	$10.000000	$10.00
3553	TM/OLC PRIOR DAY/ACCOUNT	5	$7.000000	$35.00
3554	TM/OLC PRIOR DAY/DETAIL ITEM	4,219	$0.020000	$84.38
3555	TM/OLC CURRENT DAY SERV/MONTH	1	$10.000000	$10.00
3556	TM/OLC CURRENT DAY/ACCOUNT	4	$7.000000	$28.00
3557	TM/OLC CURRENT DAY/DETAIL ITEM	2,060	$0.020000	$41.20
3560	TM/OLC CAR REPORT	19	$0.250000	$4.75
3564	TM ONLINE STOP PAYMENT	16	$5.000000	$80.00

Service Code	Service Description	Volume	Unit Price	Total Price
TREASURY MANAGER				
3565	TM ACH MONTHLY MAINTENANCE	1	$10.000000	$10.00
3566	TM ACCOUNT TRANSFER	6	$0.250000	$1.50
3568	TM WIRE TRANSFER SERVICE/MONTH	1	$10.000000	$10.00
			Subtotal:	**$324.83**
CASH MANAGEMENT SERVICES				
850	ZBA MASTER ACCOUNT MAINTENANCE	1	$10.000000	$10.00
851	ZBA SUB ACCOUNT MAINTENANCE	3	$5.000000	$15.00
			Subtotal:	**$25.00**
WHOLESALE LOCKBOX				
7204	WLBX IMG ITEMS SCANNED	7,356	$0.080000	$588.48
7207	WLBX CRRSPND BATCH MAINTENANCE	1	$50.000000	$50.00
7212	WLBX IMAGE ARCHIVE 90 DAYS	8,910	$0.100000	$891.00
7214	WLBX MAINTENANCE - MONTHLY	1	$185.000000	$185.00
7222	WLBX REJECTED ITEMS	81	$0.500000	$40.50
7227	WLBX POSTAGE PER ITEM	694	$0.450000	$312.30
7228	WLBX PACKAGE PREPARATION	22	$1.500000	$33.00
7241	LOCKBOX DEPOSITS	30	$0.500000	$15.00
7243	WLBX NON-REMIT MAIL/NO PAYMENT	669	$0.540000	$361.26
7244	WLBX DATA CAPTURE KEYSTROKES	4,753	$0.010000	$47.53
7264	WLBX IMAGE BATCH DOWNLOAD	76	$1.000000	$76.00
7279	WLBX STANDARD ITEM	694	$0.490000	$340.06
7280	WLBX STANDARD REASSOCIATION	694	$0.110000	$76.34
7281	WLBX ITEM PRINT	694	$0.070000	$48.58
			Subtotal:	**$3,065.05**
			Total Charges:	**$5,713.91**
			Total Balance Based Charges:	**$5,713.90**

Additional Potential Fees

The services and pricing listed in this section are features of the products implemented that may be available to you based on the implementation of the services requested in this Pro Forma.

Service Code	Service Description	Unit Price
GENERAL BANKING SERVICES		
32	PRIOR DAY OD ITEM FEE - DEP	$36.000000
111	MOBILE ITEM DEPOSITED - ON-US	$0.150000
113	MOBILE ITEM DEPOSITED-IN-STATE	$0.150000
115	MOBILE ITEM DEPOSITED - OTHER	$0.150000

Additional Potential Fees

The services and pricing listed in this section are features of the products implemented that may be available to you based on the implementation of the services requested in this Pro Forma.

Service Code	Service Description	Unit Price
	GENERAL BANKING SERVICES	
127	STOP PAYMENT ORDER - DEPOSIT	$0.000000
135	TELEPHONE TRANSFER DEBIT	$2.500000
139	TELEPHONE TRANSFER CREDIT	$2.500000
144	OVERDRAFT ITEM FEE - DEPOSIT	$36.000000
170	HSA FEES - EMPLOYER PAID	$0.000000
371	CHECK FEES	$0.000000
429	ADD FEE PER ENHNCD CHECK IMAGE	$0.060000
599	COURIER FEES	$0.000000
605	ADDITIONAL ACCOUNT RESEARCH	$0.000000
726	SPECIAL HANDLING SERVICE	$0.000000
	POSPAY/REVERSE POS PAY	
165	CHECK BLOCK	$55.000000
4110	PD REV POSPAY FILE	$15.000000
4120	CD REV POSPAY FILE	$15.000000
4132	CPR/POSPAY/PAYEE D/T BANK/FILE	$0.000000
4144	POSITIVE PAY WITH RECON MAINT	$45.000000
4145	CTRL/POS PAY WITH RECON ITEM	$0.080000
4161	CPR/PAYEE POSITIVE PAY - ITEMS	$0.020000
4164	PAYEE POS PAY W RECON - MAINT	$65.000000
4165	CPR/PAYEE POS W RECON ITEMS	$0.040000
4230	CPR POS PAY - MAINT	$140.000000
4232	CPR POS PAY W RECON - MAINT	$130.000000
4240	CPR PAYEE POS PAY - MAINT	$160.000000
4242	CPR PAYEE POSPAY W RECON-MAINT	$150.000000
	RECONCILIATION SERVICES	
316	CHECK IMAGE TRANS-MAINT	$50.000000
317	CK IMAGE TRNS-MAINT ADDTL ACCT	$20.000000
318	CHECK IMAGE TRANS-PER ITEM	$0.025000
319	CK IMAGE-DATA TRANSMISSION	$100.000000
332	PARTIAL RECON MAINT PAPER	$80.000000
334	PARTIAL RECON - ITEM	$0.060000
336	FULL RECON MAINT ELECTRONIC	$75.000000
338	PARTIAL RECON MAINT ELECTRONIC	$65.000000
340	FULL RECON MAINT PAPER	$100.000000
342	FULL RECON - ITEM	$0.070000
344	DEPOSIT RECON MAINTENANCE	$70.000000
346	DEPOSIT RECON - ITEM	$0.110000
352	CD-ROM MULTI-CYCLE	$40.000000
357	MULTIPLE CYCLE CD-ROM ITEMS	$0.025000
3329	DLTY POSITIVE PAY IMAGE	$2.000000
3330	REVERSE POS PAY MAINTENANCE	$40.000000
3331	REVERSE POS PAY - ITEM	$0.080000
3334	DLTY REV POS PAY - IMAGE	$2.000000

Additional Potential Fees

The services and pricing listed in this section are features of the products implemented that may be available to you based on the implementation of the services requested in this Pro Forma.

Service Code	Service Description	Unit Price
	RECONCILIATION SERVICES	
3339	DLTY PAYEE POS PAY - IMAGE	$0.000000
4214	RECON/POS PAY SPECIAL HANDLING	$0.000000
	ACH SERVICES	
528	ACH RETURN FILE SET UP	$0.000000
529	ACH RETURN FILE MONTHLY MAINT	$50.000000
532	ACH RETURN NOC-FAX/EMAIL/ONL	$3.000000
533	ACH RE-PRESENTMENT	$4.000000
534	ACH ACTIVITY REPORT	$0.000000
535	ACH UNAUTHORIZED RETURNS	$0.000000
541	ACH INPUT FILE RECEIVED/VENDOR	$17.500000
542	DLTY ACH MONTHLY MAINT PREMIUM	$50.000000
545	ACH INPUT FILE RECEIVED/TRANS	$17.500000
552	ACH TRANSMISSION SET UP	$200.000000
557	ACH FILE DATA TRANS TO CLIENT	$12.000000
558	PREFUNDED ACH UNAVAIL BALANCE	$0.000000
1050	ACH AUTHORIZATION RECORD	$8.000000
1055	UPIC MONTHLY MAINTENANCE	$20.000000
1185	IAT ORIG TRANS	$0.180000
1186	IAT RETURN TRANSACTIONS	$5.000000
3314	DLTY ACH BATCH	$12.000000
3315	DLTY ACH ORIG TRANS BUSBANKING	$1.750000
3316	SAME DAY ACH ORIG TRANSACTION	$1.000000
3318	DLTY SDA ORIG TRANS BUSBANKING	$2.750000
	CASH MANAGEMENT SERVICES	
780	FLOOR PLAN EQUITY SWEEP MAINT	$175.000000
797	SMART SWEEP	$0.000000
852	ZBA PLUS MASTER ACCOUNT MAINT	$5.000000
853	ZBA PLUS SUB ACCOUNT MAINT	$0.000000
854	ZBA PLUS REPORTING	$6.000000
860	SUB ACCOUNT SERVICE - MASTER	$100.000000
861	SUB ACCOUNT SERVICE - SUB	$5.000000
864	ZBA CUSTOM REPORTING	$0.000000
865	SUB ACCOUNT INDIVIDUAL REPORT	$12.000000
	EDI SERVICES	
1083	EDI PROGRAMMING	$150.000000
1085	EDI IMPLEMENTATION RECEIVABLES	$500.000000
1086	EDI MONTHLY MAINT RECEIVABLES	$125.000000
1087	EDI TRANSACTION RECEIVABLES	$0.400000
1090	CHECK PRINTING FEE	$0.700000
1091	CHECK ADDITIONAL PAGES	$0.200000
1092	CHECK POSTAGE FREIGHT	$0.000000
1093	CHECK PULLS	$20.000000

Additional Potential Fees

The services and pricing listed in this section are features of the products implemented that may be available to you based on the implementation of the services requested in this Pro Forma.

Service Code	Service Description	Unit Price
	EDI SERVICES	
1094	CHECK BATCH-BUNDLE	$10.000000
1096	CHECK ADDITIONAL INSERT	$0.000000
1106	EDI DATA TRANSMISSION VIA VAN	$0.000000
1301	EDI REPORTING IMP FEE	$50.000000
1330	EDI IMPLEMENTATION CHECK ISSUE	$0.000000
1331	EDI MONTHLY MAINT CHECK ISSUE	$125.000000
1332	EDI TRANSACTION CHECK ISSUE	$0.400000
1335	EDI IMPLEMENT REASSOCIATION	$0.000000
1336	EDI MONTHLY MAIN REASSOCIATION	$125.000000
1337	EDI TRANSACTION REASSOCIATION	$0.400000
1340	EDI IMPLEMENTATION RETURNS	$0.000000
1341	EDI MONTHLY MAINT RETURNS	$125.000000
1342	EDI TRANSACTION RETURNS	$0.400000
1371	CUSTOM FILE MAP IMP-PAYABLES	$0.000000
1372	CONSOL PAY RECON FILE-MAINT	$150.000000
1561	CUSTOM FILE MAP IMP-RECEIVABLE	$125.000000
	VAULT SERVICES	
1404	VAULT DEP ENVELOPE PROCESSING	$1.000000
1408	VAULT SMARTSAFE DEP CREDIT	$0.001200
1416	VLT COIN DEPOSIT NON-STND BAG	$5.000000
1420	VAULT CHG ORDR STANDARD	$4.000000
1421	VAULT CHG ORDR NONSTANDARD	$8.000000
1422	VAULT CHG ORDR LATE	$35.000000
1425	VAULT CURRENCY ORDERED	$0.001000
1427	VAULT ROLLED COIN ORDER	$0.120000
1428	VAULT BOX COIN ORDER	$4.000000
1429	VAULT ACCELERATED CASH CREDIT	$0.001200
1433	VLT IFS DTS SUPPORT - DEPOSITS	$3.500000
1434	VLT IFS DTS SUPPORT - ORDERS	$2.000000
	WIRE TRANSFER SERVICES	
2030	BOOK TRANSFER CREDIT	$1.000000
2060	INCOMING BATCH BOOK TRANSFER	$5.000000
2298	BOOK TRANSFER DEBIT	$7.000000
2319	STANDING ORDER BOOK TRANSFER	$5.000000
2379	DRAWDOWN WIRE	$15.000000
2450	MWL TREASURY MAINT FEE	$0.000000
2460	BATCH DOMESTIC WIRE	$10.000000
2462	OUTGOING BATCH BOOK TRANSFER	$10.000000
2470	BATCH DOMESTIC WIRE - MWL	$10.000000
2502	WIRE ADVICE - PHONE	$20.000000
2506	WIRE ADVICE - SWIFT	$5.000000
2514	WIRE ADVICE - U.S. MAIL	$7.000000
2522	WIRE ADVICE - EMAIL	$3.000000

Additional Potential Fees

The services and pricing listed in this section are features of the products implemented that may be available to you based on the implementation of the services requested in this Pro Forma.

Service Code	Service Description	Unit Price
	WIRE TRANSFER SERVICES	
3584	TM DOMESTIC REPETITIVE WIRE	$12.000000
3586	TM BOOK TRANSFER REPETITIVE	$7.000000
3588	TM WIRE DRAWDOWN REQUEST	$0.000000
	TREASURY MANAGER	
3550	TM IMPLEMENTATION FEE	$200.000000
3559	TM/OLC ACH-EDI REPORT	$1.000000
3561	TM/OLC RETURN ITEM REPORT	$1.000000
3562	TM/OLC CPR REPORT(S)	$1.000000
3576	TM REVERSE POS PAY MAINTENANCE	$40.000000
3577	TM REVERSE POS PAY ITEM	$0.080000
	ONLINE COURIER SERVICES	
3957	OLC IMPLEMENTATION FEE	$50.000000
3959	OLC CASH POSITION REPORT	$0.000000
3963	OLC SIG ADV STATEMENT	$5.000000
3964	OLC BUS SWEEP REPORT SERVICE	$5.000000
3969	OLC ACH-EDI PRIOR DAY REPORT	$25.000000
3971	SUNRISE RPT SUMMARY & DETAIL	$25.000000
3973	OLC ACH RETURNS REPORT	$3.000000
3974	OLC ACH FRAUD CTRL REJECT RPT	$3.000000
3975	OLC ICL IMAGE QUALITY ADJ RPT	$1.000000
3978	OLC ACH-EDI CSV REPORT	$1.000000
3979	OLC CPR PAID REPORT	$1.000000
3980	OLC CPR UNPAID REPORT	$5.000000
3981	OLC ARP REPORT	$5.000000
3982	OLC POSITIVE PAY FILE UPLOAD	$15.000000
3986	OLC WIRE TRAN EMAIL ADVICE	$3.000000
3987	OLC WIRE TRANSFER FAX ADVICE	$6.000000
3991	ACH TRANS FILE - MAINTENANCE	$20.000000
3992	ACH TRANSACTION DETAIL FILE	$5.000000
	WHOLESALE LOCKBOX	
7045	WLB IMAGE MAINTENANCE FEE	$115.000000
7119	CORRESPONDENCE FIELD INDEXING	$0.160000
7126	PDF UPLOAD	$1.000000
7128	IMAGE TRANSMISSION OUTPUT	$0.040000
7129	CUSTOM TRANSMISSION OUTPUT	$0.300000
7201	WLBX LITE ITEM OVERAGE [1-500]	$0.000000
7201	WLBX LITE ITEM OVERAGE [501+]	$2.500000
7203	WLBX IMAGE ARCHIVE 1 YEAR	$0.155000
7205	WLBX IMG ITEMS SCANNED -COLOR	$0.250000
7206	WLBX IMAGE CD ROM PER CD	$50.000000
7208	WLBX IMG ITEMS TRANSMITTED	$0.040000
7209	WLBX ADDITIONAL DETAIL LISTING	$1.000000

Additional Potential Fees

The services and pricing listed in this section are features of the products implemented that may be available to you based on the implementation of the services requested in this Pro Forma.

Service Code	Service Description	Unit Price
	WHOLESALE LOCKBOX	
7210	WLBX EMAIL NOTIFICATION	$30.000000
7213	WLBX ITEM COPIES	$0.125000
7215	WLBX NON-STANDARD BATCH SIZE	$0.150000
7216	WLBX FULL TEXT SEARCH	$0.050000
7217	WLBX MANUAL REMITTER KEYING	$0.012000
7219	WLBX ADD'L 1ST CLASS MAIL/DEL	$90.000000
7221	WLBX SPECIAL SCREENING	$0.165000
7223	WLBX CHECK MICR LINE CAPTURE	$0.080000
7225	WLBX PROGRAM SETUP NON-COMPLEX	$1520.000000
7226	WLBX PROGRAM SETUP COMPLEX	$3050.000000
7229	WLBX VERIFY > 20 PAYEES	$0.137000
7230	WLBX VERIFY 16-20 PAYEES	$0.086500
7231	WLBX VERIFY 11-15 PAYEES	$0.048500
7232	WLBX SPECIAL ENDORSEMENT ITEM	$0.100000
7233	WLBX NONSTANDARD REASSOCIATION	$0.110000
7234	WLBX PAID-IN-FULL REVIEW	$0.106500
7237	WLBX REMIT BALANCING	$1.000000
7238	WLBX FACSIMILE - PER FAX	$16.000000
7239	WLBX IMG BROWSER-1ST LBX	$150.000000
7240	WLBX IMG BROWSER-ADD'L LBX	$40.000000
7245	WLBX LOCKBOX PROGRAMMING	$110.000000
7246	WLBX PHOTOCOPY REQUEST	$10.000000
7250	WLBX P.O. BOX ANNUAL RENTAL	$50.000000
7251	WLBX CASH PAYMENT PROCESS	$5.000000
7252	WLBX INCOMING RECEIPTED MAIL	$4.000000
7256	WLBX EXPRESS MAIL COURIER	$0.000000
7258	WLBX IMAGE TRANSMISSION- FILE	$15.000000
7261	WLBX IMAGE DVD	$65.000000
7263	WLBX IMAGE PER DUPLICATE CD	$50.000000
7265	WLBX IMAGE ARCHIVE 2-4 YRS	$0.312000
7266	WLBX IMAGE ARCHIVE 5-7 YRS	$0.428000
7267	WLBX IMAGE ARCHIVE 8-11 YRS	$0.470000
7268	WLBX IMG TRANSMISSION SET-UP	$2300.000000
7269	WLBX VIRTUAL CD MONTHLY MAINT	$20.000000
7272	WLBX ONLINE DECISION PER DOC	$0.500000
7274	WLBX DATA TRANS - PER FILE	$13.000000
7284	WLBX FOREIGN ITEM PROCESSING	$1.500000
7289	WLBX FX PREFERRED RATE	$44.520000
7292	WLBX CC COBS REDACT AND IMAGE	$0.160000
7294	WLBX COBS CUSTOM SORT	$0.095000
7298	WLBX ADDT'L 90D MAIL FWD	$153.150000
7299	WLBX ADDT'L 6MO MAIL FWD	$306.290000
7300	WLBX ADDT'L 9MO MAIL FWD	$459.440000
7302	WLBX CREATE IMAGE CD/DVD	$350.000000

Additional Potential Fees

The services and pricing listed in this section are features of the products implemented that may be available to you based on the implementation of the services requested in this Pro Forma.

Service Code	Service Description	Unit Price
WHOLESALE LOCKBOX		
7304	WLBX CUSTOM STAMPING	$0.120000
7305	WLBX DOCUMENT NOTATION	$0.070000
7306	WLBX NON-STANDARD DOCUMENT	$0.050000
7307	WLBX SPECIAL HANDLING	$0.165000
7308	WLBX RECAP SHEET-CUSTOM REPORT	$0.500000
7316	TMG LBX DATA ENTRY	$0.450000

TRUIST

Service Glossary

Service Code	Service Description	Definition
21	MONTHLY ACCT MAINTENANCE FEE	Monthly fee for maintaining a business account (Acct). Per Month, Per Account.
35	DEP ACCT USAGE RATE (PER $100)	Monthly fee assessed on the average positive ledger balance for the month for deposit (Dep) accounts (Acct). The average positive ledger balance is divided by 100 and then multiplied by the rate listed on the account analysis statement and divided by 12 to calculate the usage fee amount. Per Account With Average Positive Collected Ledger Balance, Per $100 On Deposit.
100	CREDITS POSTED	Fee for posting deposits (credits) to an account. Deposits include transactions made at a banking location or ATM. They also may include, but are not limited to, credits posted from account transfers, wire transfers, Real Time Payments (RTP), Image Cash Letter deposits, Remote Deposit, sweep transfer, online banking transfers and other electronic credits. Per Credit.
105	ACH RECEIVED CREDIT	Fee for an ACH received credit. Per ACH Credit.
110	ITEMS DEPOSITED - ON-US	Per item fee for check deposits drawn on a Truist Account (On-Us) and made at locations that may include, but are not limited to, branch, ATM, Lockbox or through the mail. Per Deposited Item.
112	ITEMS DEPOSITED - IN STATE	Per item fee for check deposits drawn on a bank with a routing number in the same state as the deposit location. Deposit sources may include, but are not limited to, branch, ATM, Lockbox or through the mail. Per Deposited Item.
114	ITEMS DEPOSITED - OTHER	Per item fee for check deposits drawn on a bank with a routing number in a different state than the deposit location. Deposit sources may include, but are not limited to, branch, ATM, Lockbox or through the mail. Per Deposited Item.
122	WLBX ON-US DEPOSITED ITEM	Fee for payment items deposited through wholesale lockbox (WLBX) that are drawn on Truist (On-us). Per Deposited Item.
124	WLBX TRANSIT DEPOSITED ITEM	Fee for payment items deposited through wholesale lockbox (WLBX) that are drawn on other financial institutions (Transit). Per Deposited Item.
128	CHECKS PAID AND OTHER DEBITS	Fee for posting checks or drafts (debits) for payment on the account. Debits include withdrawal transactions made at a banking location, or ATM. They also may include, but are not limited to, debit card purchases, bill pay, sweep debits, wire transfers debits, Real Time Payments (RTP) transfers, certified checks, legal order debits. Per Debit.
132	CONTROLLED DISB - CHECKS PAID	Fee for each paid check processed and posted against a Controlled Disbursement (Disb) account. Per Item.
134	ACH RECEIVED DEBIT	Fee for an ACH received debit. Per ACH Debit.
331	CD-ROM MAINTENANCE	Maintenance fee per statement cycle for the creation and mailing of a CD-ROM that includes transaction images and DDA statement for the designated primary account. Per Primary Account, Per Statement Cycle.
333	CD-ROM ITEMS	Fee for each check and other paper debit items posted to an account that is subscribed to the CD-ROM service. Per CD-ROM Image.
335	CD-ROM DISC	Fee for each CD-ROM disc created per statement cycle. Per Primary Account, Per CD-ROM Disc.
337	CD-ROM DUPLICATE DISC	Fee for each CD-Rom disc and additional (duplicate) created per statement cycle when provided along with the Check Image Transmission service. Per Check Image Transmission Primary Account, Per CD Rom disc and per additional CD-Rom disc.
341	CD-ROM ADDITIONAL ACCT FEE	Maintenance fee per statement cycle for each additional account (Acct) included on the CD-ROM. Per Additional Account, Per Statement Cycle.
373	CHECK FEES - DEPOSITS	Fee for the purchase of depository supplies including, but not limited to, checks, stamps, and deposit slips. Multiple supplies may be purchased within the same order and the total fee is for all supplies including any shipping and taxes. This fee is assessed directly to the Deposit account and not through Account Analysis. Per Shipped Order.
385	COIN ORDER PER ROLL	Fee per each roll of coin ordered and to be provided at a bank's branch location. Per Roll Ordered.
390	CURRENCY ORDER PER $1	Fee per $1 of currency ordered and to be provided at a bank's branch location. Per $1 Ordered.

Service Code	Service Description	Definition
395	COIN AND CURRENCY DEPOSITED	Fee per $1 of coin and currency deposited that is processed and verified for a calendar month. The fee includes the following: cash deposits made over the counter (OTC) at bank branch locations, night depository(s) or Package Forward and reflects the total amount of coin and currency deposited into the account during a calendar month. Monthly Coin and Currency Deposited Per $1.
530	ACH NOTIFICATION OF CHANGE	Fee for processing each ACH Notification of Change. A Notification of Change contains correcting information that is required to be changed for any subsequent ACH transaction. Per Notification of Change.
538	ACH RETURN TRANSACTION	Fee for processing a returned ACH transaction. Per Transaction.
540	DT/DLTY ACH MONTHLY MAINT	Monthly maintenance (Maint) fee for the capability to originate ACH payments via Direct Transmission (DT) and or Digital Treasury (Dlty). Per Month, Per Account.
553	TOTAL ACH ORIGINATED ITEMS	Fee for each ACH credit or debit transactions (Tran) originated through Direct Transmission, Treasury Manager, Digital Treasury, or Integrated Payables. Fee volume includes the total number of credit and debit items originated for the month. Per Transaction.
554	ACH ORIGINATED ADDENDA RECORD	Fee for processing reference information in an Addenda Record associated with an ACH originated transaction. Per Addenda Record.
850	ZBA MASTER ACCOUNT MAINTENANCE	Monthly per account fee for maintaining a Zero Balance Account (ZBA) Master and/or Super Master Account, the highest tier in a three tiered relationship. Per Account, Per Month.
851	ZBA SUB ACCOUNT MAINTENANCE	Monthly per account fee for maintaining a Zero Balance Account (ZBA) subsidiary (Sub) account in a zero balance relationship. This fee also applies to the master account in a multi-tiered relationship. Per Account, Per Month.
1051	ACH BLANKET BLOCK MAINTENANCE	Monthly maintenance fee for each account set up with ACH Blanket Block Service which provides the capability to block incoming ACH transactions (debits, credits or both). Per Month, Per Account.
1052	ACH POSITIVE PAY MONTHLY MAINT	Monthly maintenance (Maint) fee for each account with ACH Positive Pay service which provides the capability to filter or disposition ACH transactions received. Per Month, Per Account.
1200	RDI SPECIAL HANDLING MAINT	Monthly maintenance (Maint) fee for any account with special instructions for handling returned deposited items (RDI). Per Account, Per Month.
1205	RETURNED DEPOSITED ITEM FEE	Fee for processing a deposited item returned. Per Return.
1210	REDEPOSIT (RECLEARED) RET ITEM	Special handling instruction fee per item for a returned (Ret) item that the client has instructed to redeposit (Reclear) to their account. Requested instruction entails the RDI special handling maintenance fee. Per Redeposit.
1302	EDI REPORTING MAINTENANCE	Fee per maintaining each EDI profile and any number of accounts. This includes collecting, formatting, and reporting remittance detail. Per Client Profile, Per Month.
1303	EDI REPORTING PER ITEM FEE	Per item fee for EDI reporting of a received payment. Per Item.
1400	VAULT MONTHLY MAINTENANCE	Monthly maintenance fee for the capability of using cash vault services per location. Per Month, Per Location.
1401	CASH VAULT DEPOSITS	Fee for posting a deposit consisting of any combination, but not limited to, SmartSafe deposits, coin, currency, or checks delivered to the bank's cash vault location. Per Deposit.
1405	VAULT CASH DEPOSITED PER DOLLR	Fee for processing and verifying cash (currency and coin) at the cash vault facility per dollar (Dollr) deposited. Each deposit is rounded to the nearest whole dollar. Per Dollar Deposited.
1407	VAULT DEPOSIT CORRECTION	Fee for handling and processing a deposit delivered to the cash vault facility which requires a correction. A correction is required each time the declared deposit amount generated/prepared does not reconcile to the verified deposit amount. Per Deposit Correction.
1410	VAULT DEPOSIT ITEMS - ON-US	Per item fee for check deposits drawn on a Truist Account (On-Us) made via the Cash Vault. Per Deposited Item.
1411	VAULT DEPOSIT ITEMS IN-STATE	Per item fee for check deposits made at the Cash Vault and drawn on a bank with a routing number in the same state as the state in which the deposit account is domiciled. Per Deposited Item.
1412	VAULT DEP ITEMS - OTHER	Per item fee for check deposits made at the Cash Vault and drawn on a bank with a routing number in a different state as the state in which the deposit account is domiciled. Per Deposited Item.
1417	VAULT COIN DEPOSIT SUB TO CNT	Per bag fee for a coin bag where the total dollar amount is not known at the time of cash vault deposit. Dollar amount deposited is subject to count (Sub To Cnt). Per Bag.

Service Code	Service Description	Definition
2028	INCOMING DOMESTIC WIRE	Fee for an incoming domestic wire. Per Wire.
3016	CONTROLLED DISB MAINT	Monthly maintenance (Maint) fee for the capability to provide Controlled Disbursement (Disb) services. Per Account, Per Month.
3319	TM ACH FILE UPLOAD	Fee for processing an ACH file upload (pass-through) via Treasury Manager (TM). Per File.
3320	TM ACH BATCH PROCESSING FEE	Fee for each ACH Batch imported or key entered into Treasury Manager (TM) and completed within a specific ACH Processing Cycle. Batches may be combined or separate based on client instructions. Per Batch.
3551	TM/OLC MAINTENANCE FEE	Monthly fee for maintaining a Company ID for the capability to access or to utilize the Treasury Manager (TM) and or Online Courier (OLC) service. If Online Courier is added with different services (Prior Day, Current Day, Special Reports), and or different billing account/detail account combinations that are not set up on Treasury Manager, a fee will be assessed for both the Treasury Manager Company ID and the Online Courier Company ID, otherwise a single fee will be assessed. Per Company ID, Per Month.
3552	TM/OLC PRIOR DAY SERV/MONTH	Monthly fee for maintaining a Company ID for the capability to access or to utilize the prior day information reporting service (Serv) for Treasury Manager (TM) and or Online Courier (OLC). If prior day information reporting is also received via Online Courier and the billing account/detail account combination differs from those set up on Treasury Manager, a fee will be assessed for both the Treasury Manager Company ID and Online Courier Company ID; otherwise, a single fee will be assessed. Per Company ID, Per Month.
3553	TM/OLC PRIOR DAY/ACCOUNT	Fee for each account for prior day detail and summary information reporting for Treasury Manager (TM) and or Online Courier (OLC). If prior day information reporting is also received via Online Courier and the billing account and detail account combination differs from those set up on Treasury Manager, the per account fee will also be assessed for each account set up on Online Courier for prior day information reporting. Per Account.
3554	TM/OLC PRIOR DAY/DETAIL ITEM	Fee for each prior day information reporting detail item loaded for each account in Treasury Manager (TM) and or Online Courier (OLC). If prior day information reporting is also received via Online Courier and the billing account and detail account combination differs from those set up on Treasury Manager, the per detail item fee will also be assessed for each item reported via Online Courier. Per Detail Item.
3555	TM/OLC CURRENT DAY SERV/MONTH	Monthly fee for maintaining a Company ID for the capability to access or to utilize the current day information reporting service (Serv) for Treasury Manager (TM) and or Online Courier (OLC). If current day information reporting is also received via Online Courier and the billing account and detail account combination differs from those set up on Treasury Manager, a fee will be assessed for both the Treasury Manager Company ID and Online Courier Company ID; otherwise, a single fee will be assessed. Per Company ID, Per Month.
3556	TM/OLC CURRENT DAY/ACCOUNT	Fee for each account for current day detail and summary information reporting for Treasury Manager (TM) and or Online Courier (OLC). If current day information reporting is also received via Online Courier and the billing account and detail account combination differs from those set up on Treasury Manager, the per account fee will also be assessed for each account set up on Online Courier for current day information reporting. Per Account.
3557	TM/OLC CURRENT DAY/DETAIL ITEM	Fee for each current day information reporting detail item loaded for each account in Treasury Manager (TM) and or Online Courier (OLC). If current day information reporting is also received via Online Courier and the billing account and detail account combination differs from those set up on Treasury Manager, the per detail item fee will also be assessed for each item reported via Online Courier. Per Detail Item.

Service Code	Service Description	Definition
3560	TM/OLC CAR REPORT	Fee for the Client Activity Report (CAR) which provides a statement of daily originated ACH activity. This includes, but is not limited to, transaction adjustments, Notification of Change (NOC) requests, ACH return items and settlement transactions. Fee volume is the total number of days the CAR report is loaded on the account that received the report on the greatest number of days across all accounts during the month on a Treasury Manager (TM) and or Online Courier (OLC) Company ID. If the CAR report is also received via OLC and the billing account and detail account combination differs from those set up on TM, the CAR report fee will also be assessed for OLC. The Greatest Number Of Days With A Report Loaded Across All Accounts, Within A Company ID.
3564	TM ONLINE STOP PAYMENT	Fee for processing an electronic/online stop payment request submitted through Treasury Manager (TM). Fee is for each individual stop payment request whether for a single check or a range of checks. Per Stop Payment Request.
3565	TM ACH MONTHLY MAINTENANCE	Monthly maintenance fee for the capability to use Automated Clearing House (ACH) services that includes, but is not limited to, initiating, importing and or uploading ACH transactions through Treasury Manager (TM). The fee applies per Company ID. Per Company ID, Per Month.
3566	TM ACCOUNT TRANSFER	Fee per completed account transfer through Treasury Manager (TM). Per Completed Account Transfer.
3568	TM WIRE TRANSFER SERVICE/MONTH	Monthly fee for the capability to use wire transfer services that include, but are not limited to, initiating and or importing wire transactions through Treasury Manager (TM). The fee is assessed per Company ID. Per Company ID, Per Month.
3585	TM DOMESTIC NON-REP WIRE	Fee for sending a domestic non-repetitive (Non-Rep) wire transfer initiated through Treasury Manager (TM). Per Wire.
3587	TM BOOK TRANSFER NON-REP	Fee for sending a non-repetitive (Non-Rep) book transfer between Truist accounts initiated through Treasury Manager (TM). Per Transfer.
3589	BOOK TRANSFER CREDIT	Fee for processing an internal book transfer credit. Per Transfer.
3961	OLC DDA STATEMENT	Fee for generating and sending Demand Deposit Account (DDA) statement(s) via Online Courier (OLC). Per Account, Per Month.
3962	OLC ANALYSIS STATEMENT	Fee for generating and sending Account Analysis statement(s) via Online Courier (OLC). Per Account, Per Month.
4133	CPR/POS PAY/PAYEE-EXCEPTIONS	Per item fee for handling a check drawn on a Controlled Pay Reconciliation (CPR), Positive Pay (Pos Pay) and or Positive Pay Payee Account that does not match the issue record as provided by the client. Mismatches are exceptions and include, but are not limited to paid-no-issue records (PNIs) and encoding errors. Per Exception Item.
4140	POSITIVE PAY - MAINTENANCE	Monthly maintenance fee for each account set up on Positive Pay without Reconciliation service. Per Month, Per Account.
4141	CONTROL/POSITIVE PAY - ITEMS	Per item fee for verifying each check against each record on an issue file for a Control Pay or Positive Pay account without full or partial reconciliation service. Per Item.
7204	WLBX IMG ITEMS SCANNED	Per image (IMG) fee for remittance document items scanned. Simplex scanning of a remittance document item will count as 1 image per item and duplex scanning will count as 2 images. Items may include, but are not limited to, the remittance envelope and contents that are scanned in accordance with client wholesale lockbox (WLBX) instructions. Per Image.
7207	WLBX CRRSPND BATCH MAINTENANCE	Monthly maintenance fee for separate batching of correspondence (Crrspnd) for each wholesale lockbox (WLBX). Per Lockbox, Per Month.
7212	WLBX IMAGE ARCHIVE 90 DAYS	Per image fee for all items imaged and archived for 90 days. Simplex imaging will count as 1 image per item and duplex imaging will count as 2 images per item. Item is defined in accordance with client wholesale lockbox (WLBX) instructions. Per Image.
7214	WLBX MAINTENANCE - MONTHLY	Per month fee for maintaining a wholesale lockbox (WLBX). Per Lockbox, Per Month.
7222	WLBX REJECTED ITEMS	Per item fee for handling items that were received through a wholesale lockbox (WLBX) and were rejected. Rejects include, but are not limited to, payment items that do not conform to client defined business rules or cannot be processed. Per Item.
7227	WLBX POSTAGE PER ITEM	Per item charge for postage to deliver items via U.S. mail to the wholesale lockbox (WLBX) client. Item is defined in accordance with client lockbox instructions. Per Item.
7228	WLBX PACKAGE PREPARATION	Fee per wholesale lockbox (WLBX), per day (if a deposit is made), for preparing payments, correspondence, and other documents including, but not limited to, photocopies, reports or other designated items to be packaged and mailed to the client. Per Lockbox, Per Day.
7241	LOCKBOX DEPOSITS	Fee for processing and posting a deposit of items received in a Lockbox. Per Deposit.

Service Code	Service Description	Definition
7243	WLBX NON-REMIT MAIL/NO PAYMENT	Per item fee for handling mail with no payment (also known as a non-remit item) for a wholesale lockbox (WLBX). Item is defined in accordance with client wholesale lockbox instructions. Per Item.
7244	WLBX DATA CAPTURE KEYSTROKES	Per keystroke fee for keying/capturing client specified data for a wholesale lockbox (WLBX). Per Keystroke.
7264	WLBX IMAGE BATCH DOWNLOAD	Per batch of images downloaded/exported via Lockbox Image Browser of wholesale lockbox (WLBX) items. A batch for download/export is defined as 250 images or less of either combination of payment items and or correspondence. A download/export is executed each time a user clicks to download/export a batch of images. Per Batch.
7279	WLBX STANDARD ITEM	Per item fee for standard processing of a wholesale lockbox (WLBX) item. Item is defined in accordance with client wholesale lockbox instructions. Per Item.
7280	WLBX STANDARD REASSOCIATION	Per item fee for standard process of reassociation for a wholesale lockbox (WLBX). Standard reassociation involves physically matching a copy of a monetary instrument and stapling such item (in top left corner) to the associated remittance information. Item is defined in accordance with client lockbox instructions. Per Item.
7281	WLBX ITEM PRINT	Per item fee for providing a copy (print) of a check or other monetary instrument. Item is defined in accordance with client lockbox (WLBX) instructions. Per Item.

PRICES AND SERVICES CHART

Listed below is a summary of the **average** monthly volumes for the various types of services currently being utilized by the County. This information was based, in part, on monthly average volumes. Volumes are estimated and not guaranteed as minimums or maximums. In addition, based on the information contained in this proposal, provide unit charges for the new services, as outlined in the proposal. Proposers must use this format, adding any other service fees that will be charged. Additionally, Proposers are requested to provide the information below electronically (Excel is preferred) to the County.

	AVERAGE	UNIT CHARGE	
**** GENERAL BANKING SERVICES ****			
MONTHLY ACCOUNT MAINTENANCE FEE	5	$ 8.0000	$ 40.00
CREDITS POSTED	550	$ 0.5600	$ 308.00
ITEMS DEPOSITED - ON-US	84	$ 0.0800	$ 6.72
ITEMS DEPOSITED - IN STATE	362	$ 0.0800	$ 28.96
ITEMS DEPOSITED - OTHER	205	$ 0.0800	$ 16.40
WLBX ON-US DEPOSITED ITEM	83	$ 0.1150	$ 9.55
WLBX TRANSIT DEPOSITED ITEM	611	$ 0.0700	$ 42.77
CHECKS PAID AND OTHER DEBITS	1,946	$ 0.0400	$ 77.84
CHECK FEES - DEPOSITS	2	$ 0.5600	$ 1.12
COIN ORDER PER ROLL	29	$ 0.2000	$ 5.80
CURRENCY ORDER PER $1	405	$ 0.0013	$ 0.53
COIN AND CURRENCY DEPOSITED	54,974	$ 0.0025	$ 137.44
RDI SPECIAL HANDLING MAINT	1	$ 5.0000	$ 5.00
RETURNED DEPOSITED ITEM FEE	8	$ 3.0000	$ 24.00
REDEPOSIT (RECLEARED) RET ITEM	7	$ 3.0000	$ 21.00

**** VAULT SERVICES ****			
VAULT MONTHLY MAINTENANCE	17	$ 9.0000	$ 153.00
CASH VAULT DEPOSITS	227	$ 0.5600	$ 127.12
VAULT CASH DEPOSITED PER DOLLAR	74,070	$ 0.0009	$ 66.66
VAULT DEPOSIT CORRECTION	20	$ 6.0000	$ 120.00
VAULT DEPOSIT ITEMS - ON-US	317	$ 0.0300	$ 9.51
VAULT DEPOSIT ITEMS IN-STATE	2,043	$ 0.0500	$ 102.15
VAULT DEP ITEMS - OTHER	2,138	$ 0.0200	$ 42.76
VLT COIN DEPOSIT STANDARD BAG	3	$ 2.0000	$ 6.00
VAULT COIN DEPOSIT SUB TO CNT	29	$ 3.0000	$ 87.00

** WIRE TRANSFER SERVICES **			
INCOMING DOMESTIC WIRE	2	$ 4.0000	$ 8.00
TM DOMESTIC NON-REP WIRE	20	$ 3.0000	$ 60.00
TM BOOK TRANSFER NON-REP	5	$ 3.0000	$ 15.00
BOOK TRANSFER CREDIT	1	$ 5.0000	$ 5.00

** ACH SERVICES **			
ACH RECEIVED CREDIT	1,307	$ 0.0400	$ 52.28
ACH RECEIVED DEBIT	166	$ 0.0400	$ 6.64
ACH NOTIFICATION OF CHANGE	14	$ 0.5000	$ 7.00
ACH RETURN TRANSACTION	9	$ 1.0000	$ 9.00
DT/DLTY ACH MONTHLY MAINT	1	$ 15.0000	$ 15.00
TOTAL ACH ORIGINATED ITEMS	3,042	$ 0.0300	$ 91.26
ACH ORIGINATED ADDENDA RECORD	7	$ 0.0400	$ 0.28
ACH BLANKET BLOCK MAINTENANCE	1	$ 5.0000	$ 5.00
ACH POSITIVE PAY MONTHLY MAINT	2	$ 5.0000	$ 10.00
TM ACH FILE UPLOAD	5	$ 4.0000	$ 20.00
TM ACH BATCH PROCESSING FEE	11	$ 2.0000	$ 22.00

** EDI SERVICES **			
EDI MONTHLY MAINT RECEIVABLES	1	$ 45.0000	$ 45.00
EDI TRANSACTION RECEIVABLES	1,472	$ -	$ -
** RECONCILIATION SERVICES **			
CD-ROM MAINTENANCE	1	$ 10.0000	$ 10.00
CD-ROM ITEMS	1,850	$ 0.0200	$ 37.00
CD-ROM DISC	1	$ 5.0000	$ 5.00
CD-ROM DUPLICATE DISC	1	$ 5.0000	$ 5.00
CD-ROM ADDITIONAL ACCT FEE	3	$ 5.5000	$ 16.50
** POSPAY / REVERSE POS PAY **			
CPR/POSPAY/PAYEE D/T BANK /FILE	4	$ 6.0000	$ 24.00
CPR/POS PAY/PAYEE-EXCEPTIONS	6	$ 0.5000	$ 3.00
POSITIVE PAY - MAINTENANCE	4	$ 25.0000	$ 100.00
CONTROL/POSITIVE PAY - ITEMS	1,850	$ 0.0250	$ 46.25

** TREASURY MANAGER **			
TM/OLC MAINTENANCE FEE	1	$ 10.0000	$ 10.00
TM/OLC PRIOR DAY SERV/MONTH	1	$ 10.0000	$ 10.00
TM/OLC PRIOR DAY/ACCOUNT	5	$ 7.0000	$ 35.00
TM/OLC PRIOR DAY/DETAIL ITEM	4,219	$ 0.0200	$ 84.38
TM/OLC CURRENT DAY SERV/MONTH	1	$ 10.0000	$ 10.00
TM/OLC CURRENT DAY/ACCOUNT	4	$ 7.0000	$ 28.00
TM/OLC CURRENT DAY/DETAIL ITEM	2,060	$ 0.0200	$ 41.20
TM/OLC CAR REPORT	19	$ 0.2500	$ 4.75
TM ONLINE STOP PAYMENT	16	$ 5.0000	$ 80.00
TM ACH MONTHLY MAINTENANCE	1	$ 10.0000	$ 10.00
TM ACCOUNT TRANSFER	1	$ 0.2500	$ 0.25
TM WIRE TRANSFER SERVICE/MONTH	1	$ 10.0000	$ 10.00
** ONLINE COURIER SERVICES **			
OLC DDA STATEMENT	1	$ 1.0000	$ 1.00
OLC ANALYSIS STATEMENT	3	$ 1.0000	$ 3.00

** CASH MANAGEMENT SERVICES **			
ZBA MASTER ACCOUNT MAINTENANCE	1	$ 10.0000	$ 10.00
ZBA SUB ACCOUNT MAINTENANCE	3	$ 5.0000	$ 15.00

** WHOLESALE LOCKBOX **			
LOCKBOX DEPOSITS	30	$ 0.5000	$ 15.00
WLBX IMG ITEMS SCANNED ORL	7,356	$ 0.0800	$ 588.48
WLBX CRRSPND BATCH MAINTENANCE	1	$ 50.0000	$ 50.00
WLBX IMAGE ARCHIVE 90 DAYS ORL	8,910	$ 0.1000	$ 891.00
WLBX MAINTENANCE - MONTHLY ORL	1	$ 185.0000	$ 185.00
WLBX REJECTED ITEMS ORL	81	$ 0.5000	$ 40.50
WLBX POSTAGE PER ITEM ORL	694	$ 0.4500	$ 312.30
WLBX PACKAGE PREPARATION ORL	22	$ 1.5000	$ 33.00
WLBX NON-REMIT MAIL/NO PAYMENT	669	$ 0.5400	$ 361.26
WLBX DATA CAPTURE KEYSTROKES	4,753	$ 0.0100	$ 47.53
WLBX IMAGE BATCH DOWNLOAD ORL	76	$ 1.0000	$ 76.00
WLBX STANDARD ITEM ORL	694	$ 0.4900	$ 340.06
WLBX STANDARD REASSOCIATION	694	$ 0.1100	$ 76.34
WLBX ITEM PRINT ORL	694	$ 0.0700	$ 48.58

** OTHER SERVICES **			
CONTROLLED DISBURSEMENT PER ITEM	1250	$ 0.0710	$ 88.75
CONTROLLED DISBURSEMENT MAINTENANCE	1	$ 150.0000	$ 150.00
		TOTAL	$ 5,713.91

Exceptions & Clarifications

This Proposal is delivered in response to the RFP issued for banking services. The following Exceptions and Clarifications are an integral part of the Bank's proposal ("Proposal") in response to the Banking Request for Proposal RFP Number P-1-23-01 for the County.

This Proposal is delivered on the condition that it be kept confidential and not be shared with any third party unless done so on a confidential, need-to-know-basis, as required for evaluating the Proposal or as required by law. Truist ("Bank") offers a wide array of services to its clients. In the regular course of business the Bank may change, remove or add products, services or features and availability of such services. Some services offered in this Proposal are subject to the initial and subsequent review of client financial statements, approval by the Bank, and satisfactory completion of applicable service documentation.

The Proposal includes services that are offered in accordance with the Bank's standard banking agreements (included in or referenced in the Proposal) as applicable to the services contained in the Proposal. The Bank's standard documentation is written specifically for the proposed services, and the Bank requires the standard documentation as the basis for the proposed services. The Bank will consider any legal need to edit the Bank's standard documentation, including edits relating to compliance with applicable law and requests to incorporate specific administrative terms or agreements contained in the RFP. The Bank will review requests to execute any client forms or agreements, and work to negotiate mutually acceptable terms.

Quoted terms, conditions, and pricing are valid for 180 days from the Proposal date, unless expressly affirmed in writing. The provided pro forma is based on estimated volumes and services. Additional services will be charged at the Bank's standard price unless otherwise negotiated. Changes to services, line items, volumes, or billing methodology may impact pricing.

To the extent of any conflict between pricing in the pro forma and any pricing set forth elsewhere in the Proposal, pricing in the pro forma will take precedence. Except as may be otherwise expressly provided, interest rates and Earnings Credit Rates (ECRs) are managed rates subject to change at the Bank's discretion without notice, in accordance with the Bank's Commercial Bank Services Agreement.

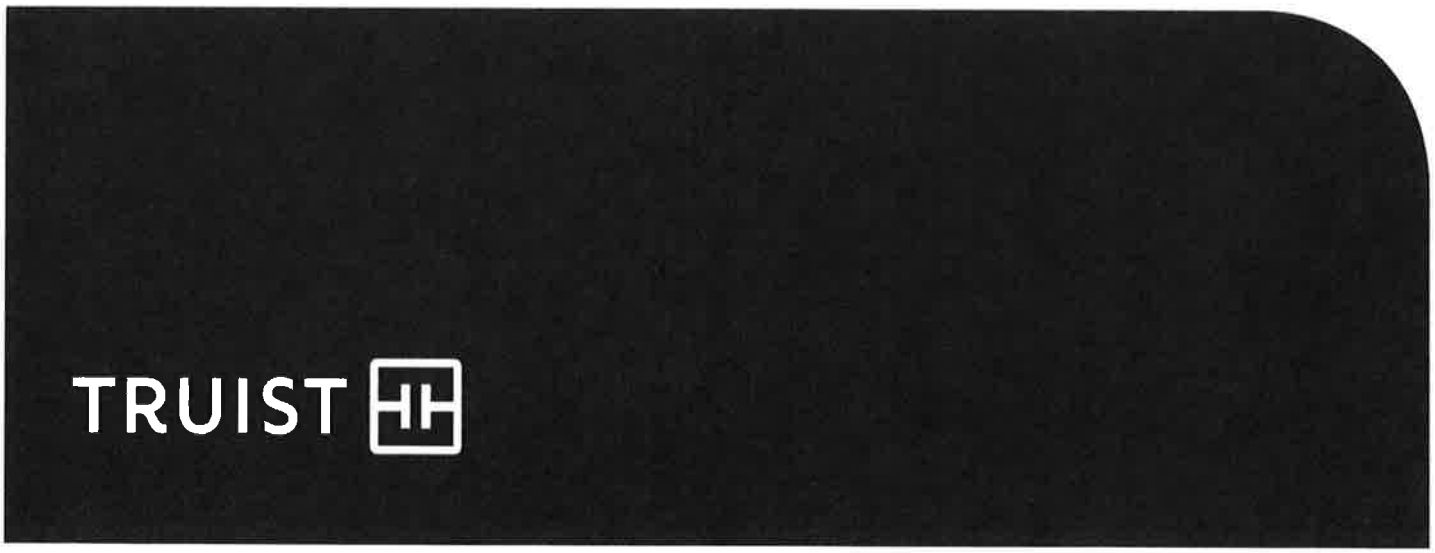
The Bank has addressed any RFP requirements along with certain exceptions, clarifications, or modifications relating to such requirements in the Proposal, and the Bank only agrees to terms in the RFP as modified by the Bank's Proposal. Bank's response to the RFP does not constitute the acceptance of any other binding terms or agreement. All certifications or representations required by the RFP or made in the Proposal are made to the extent of the personal knowledge, without investigation, of the individual signing the Proposal on behalf of the Bank.

To the extent included in the RFP, Truist takes exception to the provisions of the RFP (and/or any agreement included in the RFP) that:

- Require the Bank or any affiliate of the Bank to indemnify or hold any person or entity harmless or otherwise relate to the Bank's liabilities for providing the services
- Restrict the ability of the Bank to terminate the services
- Restrict the ability of the Bank to amend the terms of, alter, or withhold services offered
- Restrict the ability of the Bank to assign the agreements to an affiliate or to assign them due to a change in control of the Bank or the sale of the relevant assets used to provide the banking and treasury management services
- Restrict the use of vendors by the Bank or impose any requirements on the Bank's use of vendors
- Require the Bank to comply with federal, state, or local laws, regulations or ordinances that are not otherwise applicable to the Bank in the ordinary course of providing banking and treasury management services

- Please note that Truist Bank is not a registered "municipal advisor" within the meaning of SEC Rule 15Ba-1-1 through 15Ba1-8 and by accepting this proposal, the County acknowledges and agrees that nothing in this document constitutes advice with respect to municipal financial products.
- In the event the County's RFP includes a pricing sheet/template, Truist will complete the County's pricing sheet/pricing template as part of its Proposal. However, the fees and terms listed on Truist's pro forma included with the Proposal will govern the fees for the banking services to be provided by Truist as requested in the RFP.

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TRUIST

Custody Agreement (Non-ERISA Plans)

Between Brevard County Florida ("Client") and Truist Bank ("Bank")

Article I. Setting Up the Account

A. Appointment—Client appoints Bank as its custodian, agent, and attorney-in-fact to hold, but not to manage, according to the terms of this Custody Agreement and the **Terms and Conditions for Truist Wealth Custody, Agency, Estate Settlement, and Trust Accounts** (Form 318012) (collectively referred to herein as the "Agreement"), the money, securities, other property, and interests in property acceptable to Bank (the "Assets"), which Client delivers to its Custody Account at Bank (the "Account").

B. Services to be Performed—Client hires and directs Bank to buy, sell, exchange, accept, hold, and deliver the Assets for the Account as Client directs or the designated Investment Manager directs. Bank shall provide to Client, not less often than quarterly, a list of the Assets and a full statement of account showing all transactions since the date of the last preceding statement.

C. Investment Manager—Client may appoint an investment manager to function in that capacity with respect to the Account or a portion thereof, and to direct Bank with respect thereto (the "Investment Manager"). Bank shall rely on the instructions of the Investment Manager to the same extent as though they had been issued by Client. Client shall furnish to Bank notice of the appointment of the Investment Manager and of the termination of any such appointment. Such notice shall specify whether or not the Investment Manager's responsibility encompasses the entire Account or a portion thereof. Bank shall be fully protected in following the directions of the Investment Manager unless and until it is notified by Client to the contrary. It is specifically understood that all references to the "Account" or to an "Investment Account" hereunder when used in conjunction with the words "Investment Manager" shall be deemed to refer only to the Assets, or part thereof, with respect to which the Investment Manager is authorized to direct Bank.

D. Non-Discretionary Investment of Cash—For purposes of investing idle cash balances, Bank shall invest cash balances exceeding one and 00/100ths dollars ($1.00) in an available fund, affiliated or unaffiliated with Bank, selected by Client or the Investment Manager. Client acknowledges the fact that mutual and other investment funds are not insured by the Federal Deposit Insurance Corporation; are not obligations of Bank; are not guaranteed by Bank; and may lose value.

E. Limits on Bank Authority—Bank shall not conduct any investment review of the Assets or recommend the purchase, retention, sale, or exchange of the Assets unless such service is provided for by a separate, written agreement between Client and Bank.

Article II. Operating the Account

A. Fees and Expenses—Bank shall charge its fees against the Assets for its services under this Agreement as set forth in its published fee schedule in effect at the time the services are rendered. Any out-of-pocket expenses, including taxes which Bank incurs in connection with the Assets or business of the Account, and any reasonable expenses and legal fees incurred by Bank in connection with any legal proceeding regarding the Account, or against Bank for which Bank is entitled to indemnification under this Agreement, shall be charged against the Assets. If the Assets are insufficient to pay any compensation, taxes, expenses or legal fees due to Bank, Client agrees to reimburse Bank for them.

Mutual fund, exchange-traded fund, limited partnership and other similar investments, internal expenses, including management fees and other compensation, are assessed at the fund or other entity level. Unless the published fee schedule then in effect specifically provides otherwise, or as otherwise required by law or regulation, all such compensation and expenses (including any such compensation received by Bank or an affiliate) shall be in addition to, and will not reduce, the Bank's compensation set forth in its published fee schedule.

B. Records and Statements— Unless otherwise requested by Client, account records shall be maintained on a single-cash basis (Bank shall make no distinction between principal and income). In addition, Bank's statements of account shall be prepared on a cash-and-settlement-date basis or an accrual-and-trade-date basis, also as directed by Client, and shall be delivered to Client, by mail or electronic means, not less often than quarterly.

C. Confirmations and Communications from Issuers of Securities—Bank is required by law to provide Client with confirmations of security transactions at no additional cost within five (5) business days after receipt of such confirmation by Bank, unless Client releases Bank from this obligation, and to disclose Client's name, address, and share position to issuers of securities held in the Account, unless Client objects to such disclosure.

Until further notice:

Client ☐ does **OR** ☐ does not request that it **receive confirmations** of trades of securities.

Client ☐ does **OR** ☐ does not authorize Bank **to release its Account information** to issuers of securities held in the Account.

(If no box is marked, Client is directing Bank to not release Account information.)

D. Proxies and Other Notices—Bank shall forward to Client, promptly upon receipt, proxies, notices, requests, advices, or other communications requiring a decision to vote, exercise an option or subscription rights, or to join in or dissent from any corporate action of any asset held in the Account. Bank will not vote proxies and similar items for the Account. Bank shall be under no duty or

obligation to make any recommendations regarding the voting of such proxies or to ascertain or inquire whether such proxy is voted, and if so, the manner in which it was voted.

E. **Client and Bank Communications and Directions**—The parties agree to use their best judgment in selecting the appropriate medium for each communication between them, considering the urgency and confidentiality of the message and the choices of media available, and to contact the intended recipient promptly if appropriate confirmation of delivery of any communication has not been received in a reasonable time for the medium used. Client agrees that no communication shall be treated as received by Bank unless the receipt of the communication has been confirmed by Bank.

F. **Directions Regarding the Account, Directions to Make Payments from the Account, Wire Transfers**—In this Agreement, any reference to direction by Client shall refer to direction by all of the persons signing the Agreement on behalf of Client acting together unless otherwise provided in the **Addendum for a Legal Entity** (Form 318245) or by agreement between the parties in writing. The persons designated on the Addendum for a Legal Entity shall have the authority with respect to the Account indicated beside their names. If any person is authorized to give instructions by e-mail, those instructions shall only be effective when Bank has confirmed to Client their receipt at the address Bank shall furnish to Client in a separate writing, or such other address as Bank may later designate in writing to Client. Bank shall only initiate payments by wire transfer in accordance with the procedures provided in an **Addendum for Wire Transfers** (Form 318214), and in accordance with the Addendum for a Legal Entity.

Article III. Legal Matters

A. **Standard of Care, Limitation of Liability, Indemnity**—Bank agrees to perform its duties in accordance with the standards of a professional custodian and shall be liable to Client only for claims, losses, liabilities, and expenses arising from its failure to exercise ordinary care, its willful misconduct, or its failure otherwise to act in accordance with this Agreement, unless the claims, losses, liabilities, and expenses are shown to have resulted from Client's actions or Bank's reasonably following an instruction from Client. In no event shall either party be liable for any indirect, punitive, or consequential damages arising out of, pursuant to, or in connection with this Agreement.

1. Bank shall have no liability for taking action on instructions from Client accepted or interpreted by Bank in good faith according to the terms of this Agreement; declining to take action on instructions whose authenticity or accuracy cannot be verified to Bank's satisfaction; or not acting on instructions not actually received. With the exception of specific errors or omissions on a statement of account as described directly below, Client shall not bring a claim against Bank or its affiliates for any other action or inaction under this Agreement after the expiration of two (2) years from the date of such act or failure to act.

2. Client shall promptly review the statements of account for accuracy and completeness. Client shall promptly report to Bank any failure to receive a statement of account, omission, inaccuracy, discrepancy, improper distribution or payment of an expense, failure to collect a receipt, or other error (collectively referred to herein as an "Error"). Bank and its affiliates, and all employees of Bank and its affiliates, shall not be liable and shall be released and held harmless by Client for any claims, judgments, costs, liabilities, taxes, interest, penalties, losses or expenses, including reasonable attorneys' fees and court costs and expenses, that arise directly from, or in connection with, any Error not reported by Client to Bank within ninety (90) days of Bank's mailing or electronically publishing the statement of account containing such Error.

3. Client will indemnify and defend Bank and its affiliates and their employees, officers, directors, and agents (the term "Custodian" shall refer to all of the indemnified entities and persons both separately and collectively), and hold the Custodian harmless against claims, judgments, costs, liabilities, taxes, interest, penalties, losses and expenses, including reasonable attorneys' fees and court costs and expenses, arising directly or indirectly from or in connection with (a) Client's breach of its obligations under this Agreement or those arising from the instructions or actions of Client or of third parties whom Client has permitted to direct, manage, view, or otherwise act, or omit to act, in connection with the Account, and (b) an Custodian's actions or conduct that are within the scope of the agency created by this Agreement, except actions or conduct by the Custodian that are a result of an Custodian's own gross negligence, illegal acts, or willful misconduct. If Bank wishes to be indemnified or defended by Client against a claim under this Agreement, it shall give Client prompt notice of the claim and any further pleadings, communication, or other information connected with it. Client shall defend Bank or pay the cost of its defense, as Bank shall elect. Client and Bank shall cooperate for the cost-effective defense of the claim, and Bank shall not settle any claim for which indemnification is demanded without the consent of Client.

4. With the exception of specific errors or omissions on a statement of account as described directly above, Client shall not bring a claim against Bank or its affiliates for any other action or inaction under this Agreement after the expiration of two (2) years from the date of such act or failure to act.

B. **Right of Offset**—If Client shall be indebted to Bank or any of its affiliates for any amount, payment of which is past-due, Bank may transfer to itself or such affiliate the portion of the Assets, up to one hundred percent (100%) of the amount then so due.

C. **Entire Agreement, Applicable Law & Counterparts**—This Agreement, all Addendums to this Agreement and the Terms constitute the entire agreement between Client and Bank ("each a "party" and together the "parties") relating to the subject matter addressed herein. This Agreement, all Addendums to this Agreement and the Terms shall be governed, construed, administered, and enforced in accordance with the laws of the State of Florida except that rights and duties as between persons constituting Client with respect to property owned by them jointly shall be determined by the laws of the jurisdiction ordinarily applicable to such persons and property. This Agreement and the Account shall be deemed to be accepted by the Bank only after approval and acceptance by the Bank at offices located in the State of Florida and this Agreement and the Terms shall be construed, administered and enforced in accordance with the law of Florida. This Agreement, including all Addendums, may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

D. **Mutual Arbitration Agreement**— Not Applicable

E. **Jury Trial Waiver**—TO THE EXTENT PERMITTED BY APPLICABLE LAW, CLIENT AND BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF THIS AGREEMENT, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN CLIENT AND BANK OR ANY OF BANK'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS.

F. **Litigation Class Action Waiver**—TO THE EXTENT PERMITTED BY APPLICABLE LAW, CLIENT AND BANK HEREBY AGREE THAT ANY LITIGATION ARISING OUT OF THIS AGREEMENT, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN CLIENT AND BANK OR ANY OF BANK'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION AND THE CLIENT AND BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO PROCEED IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION OR TO SERVE AS A CLASS REPRESENTATIVE.

G. **Survival of Obligations**—The provisions of this Article III of this Agreement shall continue to apply to the parties after the Account is closed.

H. **Representation Concerning Municipal Securities Proceeds**—Client represents and warrants to the Bank that the Assets are not proceeds of municipal securities described in SEC Rule § 240.15Ba1-1-8 and that Client will, in the future, inform the Bank prior to attempting to make any additions of municipal securities proceeds to the Account.

I. **Amendment and Termination**—This Agreement may be amended at any time by mutual agreement in writing by the parties hereto or terminated by either party at any time by giving not less than thirty (30) days written notice thereof to the other, but such termination shall not affect any liabilities either party may have arising prior to such termination. If Client terminates this Agreement, Bank will take no action other than as may be specifically directed in writing by Client. Bank shall have a reasonable period of time within which to close Client's Account and any sub-accounts as may then be in existence with any investment manager or investment funds. Upon termination, fees due Bank will be prorated to the date of final distribution. This Agreement shall be binding upon and shall inure to the benefit of Bank or to any of its successors or permitted assigns, Client, Client's heirs, estate, personal representatives, successors and assigns. This Agreement may be assigned by Bank to any subsidiary or affiliate of Bank.

IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT AT TRUIST INSTITUTIONAL TRUST

To help the United States Government fight terrorism and money laundering, Federal law requires us to obtain, verify and record information that identifies each business or entity that opens an account or establishes a relationship. What this means for you: when you open an account or establish a relationship, we will ask for your business name, a street address and a tax identification number, that Federal law requires us to obtain. We appreciate your cooperation.

Client, by its signature below, appoints Truist Bank as its custodian, attorney-in-fact, and agent pursuant to this Agreement and the addendum(s) to this Agreement signed by the parties.

Client		
Print Name and Title	Signature	Date
Frank Abbate, County Manager	Frank Abbate	7/3/23
Print Name and Title	Signature	Date
Print Name and Title	Signature	Date

Truist Bank, by its signature below, agrees to perform the services described above and in the addendum(s) to this Agreement signed by the parties in a manner consistent with, and in exchange for, the compensation specified in this Agreement.

Bank		
Print Name and Title	Signature	Date
Sean Marley, Assistant Vice President	Sean Marley	July 5, 2023

The following addendum(s) to this Agreement have been adopted by the parties and are incorporated into and made a part of this Agreement:

☒ Addendum for a Legal Entity (Form 318245)

☐ Addendum for Third-Party Control to Custody Agreements (Form 318330)

☒ Addendum for Wire Transfers (Form 318214)

Distribute a copy of Terms and Conditions for Truist Wealth Custody, Agency, Estate Settlement, and Trust Accounts (Form 318012) to Client.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=13181498&GUID=EE745FC3-4E27-4A14-9279-071D2AC3F208* is a secure document that has been embedded in this document. Double click the pushpin to view.



200 West Forsyth Street, Floor 5
Jacksonville, Florida 32202
Office: 904.632.2599
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lisa.c.hayes@truist.com

Lisa C. Hayes
Senior Vice President
Middle Market Banking Group

August 9, 2022

Gregory C. Harrell
Clerk of Court and Comptroller - Marion County, Florida
110 NW 1st Avenue
Ocala, Florida 34475

RE: Agreement for Banking Services between Clerk of Court and Comptroller and Marion County Board of County Commissioners ("County") and Truist Bank ("Truist") dated September 1, 2022

Dear Mr. Harrell:

Thank you for continuing to choose Truist for your deposit and treasury services. We appreciate the opportunity to maintain a meaningful partnership with you over the coming years. Truist Bank is pleased to submit the attached proforma with the service pricing and rates. The proposal has been developed through a review of current government contracts across the state of Florida and an in-depth review of Marion County.

Your service level pricing as shown in the attached pro forma is effective for a term of three (3) years commencing September 1, 2022, for a thirty-six (36) month term through August 31, 2025. Within the pro forma, we have included "Additional Potential Fees" that may be used with services provided with indicative pricing. The Additional Potential Fees are provided for reference and are not part of the committed pricing.

The rates and pricing disclosed herein will apply to all applicable deposit and group accounts which are currently open, as shown below. Rates and pricing for accounts not included below or opened later may vary. For additional details on rate calculations, eligible balances, or terms and conditions, please contact your Relationship Manager or Treasury Consultant.

Pro Forma 69626 will apply to all Public Fund Analyzed Interest Checking accounts within:

- Group Account *6260: Combined Public Fund Analyzed Checking

Earnings Credit Rate (ECR): 90 basis points (bps)
Truist offers several deposit products that offer ECR. Truist's monthly account analysis processing system allows fees for account-related and treasury management services to be offset by an earnings credit allowance generated by an ECR. See Truist's Commercial Bank Services Agreement to obtain information about the ECR calculations and the crediting of ECR to the account. We are offering a fixed ECR of 90 bps on the Public Fund Analyzed Interest Checking accounts within the Combined Analysis Group through August 2025, after which the ECR will be a managed rate and subject to change at any

time at the Bank's discretion without notice, and may be a rate of zero. ECR for any other accounts will not be fixed and will be subject to change at any time at the Bank's discretion without notice.

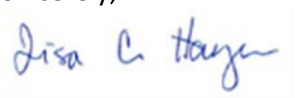
Interest Rate (IR): As of August 9, 2022, 125 basis points (bps), as adjusted
The stated interest rates will apply only to the Public Fund Analyzed Interest Checking accounts within Group Account *6260. See Truist's Commercial Bank Services Agreement to obtain information about the interest calculations and the crediting of the interest to the account. We are offering an interest rate equal to 50% of the top end of the Fed Fund target range. As of August 9, 2022, the top range of Fed Funds target is 250 bps, therefore the effective rate would be 125 bps. This rate is offered through August 2025, after which the interest rate will be a managed rate and subject change at any time at the Bank's discretion without notice and may be a rate of zero. During the committed term, interest rate changes will be effective the following month after a Fed Fund rate move; these changes will occur without notice.

The pricing detailed in the attached pro forma and glossary includes the service description and unit cost of the services. Estimated volumes may be included in this disclosure based on the information you have shared with Truist regarding expected account usage. Your Account Analysis statement will show the actual volumes and associated charges from use of the services, in addition to other charges for services utilized that may have been previously disclosed. Changes to treasury services fees are applied to the entire month in which they are effective. Treasury services fees will be debited as one lump sum the month after transactions occur and will appear on your bank statement as Service Charges – Prior Period. Account Analysis statements are available by mail or electronic delivery methods.

Thank you for the years of shared business. We look forward to continuing to strategize with your team to structure innovative solutions to best position the County for the ever changing business and economic landscape.

Please sign below to confirm your acceptance of the extension.

Sincerely,



Lisa C. Hayes

Approval of Clerk of Court and Comptroller – Marion County, Florida

_____ _____
Gregory C. Harrell Date

Attached:

Master Agreement dated August 4, 2022
Proforma 69626
Proforma Glossary

Truist Pro Forma Account Analysis Statement

Pro Forma ID: 69626
Account Officer: Taylor,Bryan
Treasury Consultant: Roman, Maria

Effective 07/01/2022
Marion County BOCC/Clerk
Treasury Contract Extension
Deposit Account # TBD

Analyzed Interest Checking - Public Fund

Earnings Credit Summary

Average Ledger Balance	$113,312,896.65		
Less: Average Float	$16,767,719.60		
Average Collected Balance	$96,545,177.05	Earnings Credit Rate	0.900 %
Average Negative Collected Balance	$0.00	Earnings Credit Allowance	$73,797.55
Average Positive Collected Balance	$96,545,177.05	Less: Balance Based Charges	$12,289.15
Less 0.00% Related Reserves	$0.00		
Average Positive Balance Available	**$96,545,177.05**	**Total Analysis Based Charges**	$0.00
		ADD: Explicit & Billed Separately	$7.50
		ADD: Independent Account Service Charges	$0.00
		Total Service Charges for Period	$7.50

Interest Earnings Summary

Hybrid Solution	
Average Positive Available Balance	$96,545,177.05
Less: Bal Required for Analyzed Services	$16,077,203.41
Average Positive Net Available Balance	$80,467,973.64
Hybrid Interest Rate	1.250 %
Hybrid Estimated Interest Earned	$85,428.33
Total Estimated Interest Earned for Period	$85,428.33
Net Client Benefit	$85,420.83

Service Code	Service Description	Volume	Unit Price	Total Price
GENERAL BANKING SERVICES				
21	MONTHLY ACCT MAINTENANCE FEE	16	$8.000000	$128.00
100	CREDITS POSTED	517	$0.560000	$289.52
107	RLBX ON-US DEPOSITED ITEM	1,233	$0.070000	$86.31
109	RLBX TRANSIT DEPOSITED ITEM	6,663	$0.110000	$732.93
110	ITEMS DEPOSITED - ON-US	3	$0.080000	$0.24

The pricing detailed in this pro forma does not constitute a contractual offer of any particular service, price, rate or account type for any term. Estimated volumes may be included in this pro forma based on our assumptions or information shared with us. It is for purposes of estimation and discussion only unless accompanied by other agreements or commitments that offer explicit pricing or terms. Your Account Analysis statement will reflect the actual services, volumes and charges for the services utilized. Reviewing your Account Analysis statements with full line-item detail is recommended and those statements are available by mail or electronic delivery methods. Service descriptions and related information may change or be updated by Truist with or without notification. Any impacts to a client's pricing will be communicated in accordance with applicable banking agreements. If you have any questions or concerns about your actual pricing, please contact your Treasury Consultant. For a complete list of account related fees, the Truist Business Services Pricing Guide is available at www.truist.com/content/dam/truist-bank/us/en/documents/disclosures/commercial/business-deposits-fee-schedule.pdf

Service Code	Service Description	Volume	Unit Price	Total Price
GENERAL BANKING SERVICES				
112	ITEMS DEPOSITED - IN STATE	24	$0.080000	$1.92
114	ITEMS DEPOSITED - OTHER	9	$0.080000	$0.72
117	REMOTE DEPOSIT ITEM - ON-US	953	$0.080000	$76.24
119	REMOTE DEPOSIT ITEM - TRANSIT	6,651	$0.080000	$532.08
122	WLBX ON-US DEPOSITED ITEM	140	$0.115000	$16.10
124	WLBX TRANSIT DEPOSITED ITEM	1,532	$0.130000	$199.16
128	CHECKS PAID AND OTHER DEBITS	2,203	$0.050000	$110.15
385	COIN ORDER PER ROLL	44	$0.200000	$8.80
390	CURRENCY ORDER PER $1	270	$0.001300	$0.35
395	COIN AND CURRENCY DEPOSITED	5,098	$0.002500	$12.75
396	DEPOSIT CORRECTIONS	1	$5.000000	$5.00
1200	RDI SPECIAL HANDLING MAINT	9	$5.000000	$45.00
1205	RETURNED DEPOSITED ITEM FEE	10	$3.000000	$30.00
1210	REDEPOSIT (RECLEARED) RET ITEM	6	$3.000000	$18.00
			Subtotal:	**$2,293.27**
BALANCE RELATED SERVICES				
35	DEP ACCT USAGE RATE (PER $100)	113,312,896	0.000000	$0.00
			Subtotal:	**$0.00**
VAULT SERVICES				
1400	VAULT MONTHLY MAINTENANCE	4	$10.000000	$40.00
1401	CASH VAULT DEPOSITS	121	$0.600000	$72.60
1405	VAULT CASH DEPOSITED PER DOLLR	465,818	$0.000900	$419.24
			Subtotal:	**$531.84**
SPEC COLLECTION SERVICES				
491	RDC MONTHLY MAINT PER SCANNER	2	$15.000000	$30.00
			Subtotal:	**$30.00**
WIRE TRANSFER SERVICES				
2028	INCOMING DOMESTIC WIRE	46	$6.000000	$276.00
3585	TM DOMESTIC NON-REP WIRE	2	$5.000000	$10.00
3587	TM BOOK TRANSFER NON-REP	1	$5.000000	$5.00
			Subtotal:	**$291.00**
ACH SERVICES				
105	ACH RECEIVED CREDIT	945	$0.050000	$47.25
134	ACH RECEIVED DEBIT	74	$0.050000	$3.70
530	ACH NOTIFICATION OF CHANGE	16	$0.500000	$8.00
538	ACH RETURN TRANSACTION	20	$1.000000	$20.00
540	DT/DLTY ACH MONTHLY MAINT	3	$15.000000	$45.00
545	ACH INPUT FILE RECEIVED/TRANS	23	$5.000000	$115.00
553	TOTAL ACH ORIGINATED ITEMS [1-5000]	0	$0.030000	$0.00

Service Code	Service Description	Volume	Unit Price	Total Price
ACH SERVICES				
553	TOTAL ACH ORIGINATED ITEMS [5001-25000]	13,670	$0.030000	$410.10
553	TOTAL ACH ORIGINATED ITEMS [25001+]	0	$0.030000	$0.00
554	ACH ORIGINATED ADDENDA RECORD [1-5000]	16	$0.020000	$0.32
554	ACH ORIGINATED ADDENDA RECORD	0	$0.020000	$0.00
554	ACH ORIGINATED ADDENDA RECORD [25001+]	0	$0.020000	$0.00
1052	ACH POSITIVE PAY MONTHLY MAINT	16	$5.000000	$80.00
3319	TM ACH FILE UPLOAD	6	$5.000000	$30.00
3320	TM ACH BATCH PROCESSING FEE	11	$2.000000	$22.00
			Subtotal:	**$781.37**
EDI SERVICES				
1086	EDI MONTHLY MAINT RECEIVABLES	4	$0.000000	$0.00
1087	EDI TRANSACTION RECEIVABLES	280	$0.080000	$22.40
			Subtotal:	**$22.40**
ELECTRONIC LOCKBOX				
1062	ELEC LBX MONTHLY MAINTENANCE	1	$30.000000	$30.00
1066	ELEC LBX PER ITEM	0	$0.100000	$0.00
1143	ELEC LBX CUSTOM PROGRAMMING	0	$400.000000	$0.00
1144	ELEC LBX DATA TRANSMISSION	1	$40.000000	$40.00
			Subtotal:	**$70.00**
RECONCILIATION SERVICES				
334	PARTIAL RECON - ITEM	1,716	$0.030000	$51.48
338	PARTIAL RECON MAINT ELECTRONIC	4	$30.000000	$120.00
331	CD-ROM MAINTENANCE	2	$10.000000	$20.00
333	CD-ROM ITEMS	1,940	$0.030000	$58.20
335	CD-ROM DISC	2	$3.000000	$6.00
341	CD-ROM ADDITIONAL ACCT FEE	3	$3.000000	$9.00
			Subtotal:	**$264.68**
POSPAY/REVERSE POS PAY				
165	CHECK BLOCK	10	$10.000000	$100.00
4133	CPR/POS PAY/PAYEE-EXCEPTIONS	10	$5.000000	$50.00
4140	POSITIVE PAY - MAINTENANCE	1	$25.000000	$25.00
4145	CTRL/POS PAY WITH RECON ITEM	1,704	$0.020000	$34.08
4232	CPR POS PAY W RECON - MAINT	4	$120.000000	$480.00
			Subtotal:	**$689.08**
INFORMATION SERVICES				
3016	CONTROLLED DISB MAINT	4	$105.000000	$420.00
			Subtotal:	**$420.00**

Service Code	Service Description	Volume	Unit Price	Total Price
ONLINE COURIER SERVICES				
3961	OLC DDA STATEMENT	16	$0.500000	$8.00
3962	OLC ANALYSIS STATEMENT	1	$0.500000	$0.50
			Subtotal:	**$8.50**
TREASURY MANAGER				
3551	TM/OLC MAINTENANCE FEE	1	$10.000000	$10.00
3552	TM/OLC PRIOR DAY SERV/MONTH	1	$7.000000	$7.00
3553	TM/OLC PRIOR DAY/ACCOUNT	16	$7.000000	$112.00
3554	TM/OLC PRIOR DAY/DETAIL ITEM	4,124	$0.020000	$82.48
3555	TM/OLC CURRENT DAY SERV/MONTH	1	$7.000000	$7.00
3556	TM/OLC CURRENT DAY/ACCOUNT	16	$7.000000	$112.00
3557	TM/OLC CURRENT DAY/DETAIL ITEM	2,047	$0.020000	$40.94
3559	TM/OLC ACH-EDI REPORT	21	$0.100000	$2.10
3560	TM/OLC CAR REPORT	15	$0.100000	$1.50
3562	TM/OLC CPR REPORT(S)	42	$0.100000	$4.20
3564	TM ONLINE STOP PAYMENT	5	$10.000000	$50.00
3565	TM ACH MONTHLY MAINTENANCE	1	$10.000000	$10.00
3566	TM ACCOUNT TRANSFER	137	$0.250000	$34.25
3568	TM WIRE TRANSFER SERVICE/MONTH	1	$10.000000	$10.00
			Subtotal:	**$483.47**
CASH MANAGEMENT SERVICES				
850	ZBA MASTER ACCOUNT MAINTENANCE	2	$15.000000	$30.00
851	ZBA SUB ACCOUNT MAINTENANCE	7	$5.000000	$35.00
			Subtotal:	**$65.00**
WHOLESALE LOCKBOX				
7203	WLBX IMAGE ARCHIVE 1 YEAR	7,301	$0.040000	$292.04
7204	WLBX IMG ITEMS SCANNED	5,629	$0.100000	$562.90
7206	WLBX IMAGE CD ROM PER CD	1	$25.000000	$25.00
7207	WLBX CRRSPND BATCH MAINTENANCE	1	$50.000000	$50.00
7214	WLBX MAINTENANCE - MONTHLY	1	$210.000000	$210.00
7222	WLBX REJECTED ITEMS	13	$0.500000	$6.50
7241	LOCKBOX DEPOSITS	260	$0.900000	$234.00
7247	WLBX CREDIT CARD AUTH MONTHLY	1	$75.000000	$75.00
7259	WLBX REMITTER TABLE MAINT	1	$100.000000	$100.00
7264	WLBX IMAGE BATCH DOWNLOAD	2	$1.000000	$2.00
7279	WLBX STANDARD ITEM	1,672	$0.540000	$902.88
7307	WLBX SPECIAL HANDLING	1,672	$0.100000	$167.20
			Subtotal:	**$2,627.52**
RETAIL LOCKBOX				
7714	RLBX REJECTED ITEMS	10	$0.350000	$3.50
7719	RLBX MAINTENANCE - MONTHLY	1	$225.000000	$225.00

Service Code	Service Description	Volume	Unit Price	Total Price
RETAIL LOCKBOX				
7725	RLBX EXPRESS MAIL COURIER	1 P	CUSTOM	
7730	RLBX CASH PAYMENT PROCESS	1	$5.000000	$5.00
7732	RLBX DATA TRANS - PER FILE	21	$5.000000	$105.00
7745	RLBX LOW SPEED EXTRACTION	8,419	$0.150000	$1,262.85
7755	RLBX MULTIPLE PAYMENTS/COUPONS	758	$0.100000	$75.80
7756	RLBX PARTIAL PAYMENTS	692	$0.050000	$34.60
7760	RLBX CAPTURED ITEMS 5K-25K	8,515	$0.080000	$681.20
7762	RLBX IMAGE ARCHIVE 1 YEAR	16,414	$0.040000	$656.56
7772	RLBX IMAGE BATCH DOWNLOAD	1	$5.000000	$5.00
7775	RLBX FULL TEXT SEARCH	16,413	$0.040000	$656.52
			Subtotal:	**$3,711.03**
			Total Charges:	**$12,289.15**
			Total Balance Based Charges:	**$12,289.15**

Pass-Thru Fees *(included in balance based charge total)*

Service Code	Service Description	Volume	Unit Price	Total Price
7725	RLBX EXPRESS MAIL COURIER	1 P	CUSTOM	
			Total	**$0.00**

Explicit & Billed Separately *(not included in balance based charge total)*

Service Code	Service Description	Volume	Unit Price	Total Price
910	CHECK DRAWN ON CANADIAN BANK	1 E	7.500000	$7.50
			Total for Explicit & Billed Separately:	**$7.50**

Additional Potential Fees

The services and pricing listed in this section are features of the products implemented that may be available to you based on the implementation of the services requested in this Pro Forma.

Service Code	Service Description		Unit Price
WHOLESALE LOCKBOX			
7201	WLBX LITE ITEM OVERAGE [1-500]	050100	$0.000000
7201	WLBX LITE ITEM OVERAGE [501+]	050100	$2.500000
7045	WLB IMAGE MAINTENANCE FEE	05011R	$115.000000
7119	CORRESPONDENCE FIELD INDEXING	059999	$0.160000
7126	PDF UPLOAD	059999	$1.000000
7128	IMAGE TRANSMISSION OUTPUT	059999	$0.040000
7129	CUSTOM TRANSMISSION OUTPUT	059999	$0.300000
7205	WLBX IMG ITEMS SCANNED -COLOR	05011R	$0.250000

Additional Potential Fees

The services and pricing listed in this section are features of the products implemented that may be available to you based on the implementation of the services requested in this Pro Forma.

Service Code	Service Description		Unit Price
WHOLESALE LOCKBOX			
7208	WLBX IMG ITEMS TRANSMITTED	05011R	$0.040000
7209	WLBX ADDITIONAL DETAIL LISTING	050132	$1.000000
7212	WLBX IMAGE ARCHIVE 90 DAYS	05011R	$0.075500
7213	WLBX ITEM COPIES	05011A	$0.125000
7215	WLBX NON-STANDARD BATCH SIZE	050111	$0.150000
7216	WLBX FULL TEXT SEARCH	05011R	$0.050000
7217	WLBX MANUAL REMITTER KEYING	050126	$0.012000
7221	WLBX SPECIAL SCREENING	05011P	$0.165000
7223	WLBX CHECK MICR LINE CAPTURE	050121	$0.080000
7225	WLBX PROGRAM SETUP NON-COMPLEX	050137	$1520.000000
7226	WLBX PROGRAM SETUP COMPLEX	050137	$3050.000000
7229	WLBX VERIFY > 20 PAYEES	050131	$0.137000
7230	WLBX VERIFY 16-20 PAYEES	050131	$0.086500
7231	WLBX VERIFY 11-15 PAYEES	050131	$0.048500
7232	WLBX SPECIAL ENDORSEMENT ITEM	05011C	$0.100000
7233	WLBX NONSTANDARD REASSOCIATION	050134	$0.110000
7234	WLBX PAID-IN-FULL REVIEW	05011N	$0.106500
7237	WLBX REMIT BALANCING	059999	$1.000000
7238	WLBX FACSIMILE - PER FAX	050321	$16.000000
7239	WLBX IMG BROWSER-1ST LBX	05011R	$150.000000
7240	WLBX IMG BROWSER-ADD'L LBX	05011R	$40.000000
7245	WLBX LOCKBOX PROGRAMMING	050137	$110.000000
7246	WLBX PHOTOCOPY REQUEST	059999	$10.000000
7248	WLBX CREDIT CARD AVS -PER ITEM	05013A	$0.700000
7249	WLBX CREDIT CARD - ITEM	05013A	$0.450000
7251	WLBX CASH PAYMENT PROCESS	059999	$5.000000
7258	WLBX IMAGE TRANSMISSION- FILE	05011R	$15.000000
7261	WLBX IMAGE DVD	050423	$65.000000
7263	WLBX IMAGE PER DUPLICATE CD	050423	$50.000000
7265	WLBX IMAGE ARCHIVE 2-4 YRS	05011R	$0.312000
7266	WLBX IMAGE ARCHIVE 5-7 YRS	05011R	$0.428000
7267	WLBX IMAGE ARCHIVE 8-11 YRS	05011R	$0.470000
7268	WLBX IMG TRANSMISSION SET-UP	05011R	$2300.000000
7269	WLBX VIRTUAL CD MONTHLY MAINT	05011R	$20.000000
7272	WLBX ONLINE DECISION PER DOC	059999	$0.500000
7274	WLBX DATA TRANS - PER FILE	050401	$13.000000
7280	WLBX STANDARD REASSOCIATION	050117	$0.250000
7281	WLBX ITEM PRINT	05011A	$0.200000
7284	WLBX FOREIGN ITEM PROCESSING	050105	$1.500000
7289	WLBX FX PREFERRED RATE	059999	$44.520000
7290	WLBX CREDIT CARD AUTH REDACT	05013A	$0.083000
7291	WLBX CREDIT CARD REJECTS	05013A	$0.124500
7292	WLBX CC COBS REDACT AND IMAGE	05013A	$0.160000
7294	WLBX COBS CUSTOM SORT	05011R	$0.095000

Additional Potential Fees

The services and pricing listed in this section are features of the products implemented that may be available to you based on the implementation of the services requested in this Pro Forma.

Service Code	Service Description		Unit Price
WHOLESALE LOCKBOX			
7302	WLBX CREATE IMAGE CD/DVD	050423	$350.000000
7304	WLBX CUSTOM STAMPING	05011D	$0.120000
7305	WLBX DOCUMENT NOTATION	050116	$0.070000
7306	WLBX NON-STANDARD DOCUMENT	059999	$0.050000
7308	WLBX RECAP SHEET-CUSTOM REPORT	059999	$0.500000
7316	TMG LBX DATA ENTRY	050100	$0.450000
EDI SERVICES			
1085	EDI IMPLEMENTATION RECEIVABLES	300340	$500.000000
1090	CHECK PRINTING FEE	309999	$0.700000
1091	CHECK ADDITIONAL PAGES	309999	$0.200000
1093	CHECK PULLS	309999	$20.000000
1094	CHECK BATCH-BUNDLE	309999	$10.000000
1301	EDI REPORTING IMP FEE	300340	$50.000000
1302	EDI REPORTING MAINTENANCE	300020	$125.000000
1303	EDI REPORTING PER ITEM FEE	300505	$0.750000
1330	EDI IMPLEMENTATION CHECK ISSUE	309999	$0.000000
1331	EDI MONTHLY MAINT CHECK ISSUE	309999	$125.000000
1332	EDI TRANSACTION CHECK ISSUE	309999	$0.400000
1335	EDI IMPLEMENT REASSOCIATION	309999	$0.000000
1336	EDI MONTHLY MAIN REASSOCIATION	309999	$125.000000
1337	EDI TRANSACTION REASSOCIATION	309999	$0.400000
1340	EDI IMPLEMENTATION RETURNS	309999	$0.000000
1341	EDI MONTHLY MAINT RETURNS	309999	$125.000000
1342	EDI TRANSACTION RETURNS	309999	$0.400000
1371	CUSTOM FILE MAP IMP-PAYABLES	300510	$0.000000
1372	CONSOL PAY RECON FILE-MAINT	300510	$150.000000
1561	CUSTOM FILE MAP IMP-RECEIVABLE	300213	$125.000000
1092	CHECK POSTAGE FREIGHT	309999	$0.000000
1096	CHECK ADDITIONAL INSERT	309999	$0.000000
1106	EDI DATA TRANSMISSION VIA VAN	300102	$0.000000
1083	EDI PROGRAMMING	300302	$150.000000
ELECTRONIC LOCKBOX			
1140	ELEC LBX PER ITEM MULTI DDA	310101	$0.140000
1141	ELEC LBX PER ITEM VALIDATION	310103	$0.140000
1142	ELEC LBX PER ITEM MULTI/ VALID	310201	$0.150000
1145	ELEC LBX WEB EXCEPTIONS	310113	$50.000000
1063	ELEC LBX STOP FILE MAINT	059999	$100.000000
ACH SERVICES			
1185	IAT ORIG TRANS	250102	$0.180000
1186	IAT RETURN TRANSACTIONS	250302	$5.000000
3314	DLTY ACH BATCH	250500	$12.000000
3315	DLTY ACH ORIG TRANS BUSBANKING	250102	$1.750000

Additional Potential Fees

The services and pricing listed in this section are features of the products implemented that may be available to you based on the implementation of the services requested in this Pro Forma.

Service Code	Service Description		Unit Price
ACH SERVICES			
3316	SAME DAY ACH ORIG TRANSACTION	250102	$1.000000
3318	DLTY SDA ORIG TRANS BUSBANKING	250102	$2.750000
528	ACH RETURN FILE SET UP	251000	$0.000000
529	ACH RETURN FILE MONTHLY MAINT	250400	$50.000000
532	ACH RETURN NOC-FAX/EMAIL/ONL	250401	$3.000000
533	ACH RE-PRESENTMENT	250310	$4.000000
534	ACH ACTIVITY REPORT	250701	$0.000000
535	ACH UNAUTHORIZED RETURNS	250302	$0.000000
541	ACH INPUT FILE RECEIVED/VENDOR	250501	$17.500000
542	DLTY ACH MONTHLY MAINT PREMIUM	250000	$50.000000
552	ACH TRANSMISSION SET UP	251000	$200.000000
557	ACH FILE DATA TRANS TO CLIENT	400100	$12.000000
558	PREFUNDED ACH UNAVAIL BALANCE	259999	$0.000000
1050	ACH AUTHORIZATION RECORD	251051	$8.000000
1051	ACH BLANKET BLOCK MAINTENANCE	251052	$20.000000
1055	UPIC MONTHLY MAINTENANCE	259999	$20.000000
VAULT SERVICES			
1404	VAULT DEP ENVELOPE PROCESSING	100104	$1.000000
1407	VAULT DEPOSIT CORRECTION	100152	$7.500000
1408	VAULT SMARTSAFE DEP CREDIT	100102	$0.001200
1410	VAULT DEPOSIT ITEMS - ON-US	100103	$0.150000
1411	VAULT DEPOSIT ITEMS IN-STATE	100103	$0.150000
1412	VAULT DEP ITEMS - OTHER	100103	$0.150000
1415	VLT COIN DEPOSIT STANDARD BAG	100113	$2.000000
1416	VLT COIN DEPOSIT NON-STND BAG	100111	$5.000000
1417	VAULT COIN DEPOSIT SUB TO CNT	100112	$5.000000
1420	VAULT CHG ORDR STANDARD	10014A	$4.000000
1421	VAULT CHG ORDR NONSTANDARD	100140	$8.000000
1422	VAULT CHG ORDR LATE	100143	$35.000000
1425	VAULT CURRENCY ORDERED	100148	$0.001000
1427	VAULT ROLLED COIN ORDER	100144	$0.120000
1428	VAULT BOX COIN ORDER	100146	$4.000000
1429	VAULT ACCELERATED CASH CREDIT	100154	$0.001200
1433	VLT IFS DTS SUPPORT - DEPOSITS	100154	$3.500000
1434	VLT IFS DTS SUPPORT - ORDERS	100143	$2.000000
WIRE TRANSFER SERVICES			
2030	BOOK TRANSFER CREDIT	350320	$5.000000
2060	INCOMING BATCH BOOK TRANSFER	350320	$5.000000
2298	BOOK TRANSFER DEBIT	350222	$7.000000
2319	STANDING ORDER BOOK TRANSFER	350512	$5.000000
2379	DRAWDOWN WIRE	350525	$15.000000
2460	BATCH DOMESTIC WIRE	350104	$10.000000
2462	OUTGOING BATCH BOOK TRANSFER	350124	$10.000000

Additional Potential Fees

The services and pricing listed in this section are features of the products implemented that may be available to you based on the implementation of the services requested in this Pro Forma.

Service Code	Service Description		Unit Price
WIRE TRANSFER SERVICES			
2470	BATCH DOMESTIC WIRE - MWL	350104	$10.000000
2502	WIRE ADVICE - PHONE	350411	$20.000000
2506	WIRE ADVICE - SWIFT	350401	$5.000000
2514	WIRE ADVICE - U.S. MAIL	350410	$7.000000
2522	WIRE ADVICE - EMAIL	350402	$3.000000
3584	TM DOMESTIC REPETITIVE WIRE	350100	$12.000000
3586	TM BOOK TRANSFER REPETITIVE	350120	$7.000000
3588	TM WIRE DRAWDOWN REQUEST	350524	$0.000000
2450	MWL TREASURY MAINT FEE	359999	$0.000000
RECONCILIATION SERVICES			
3329	DLTY POSITIVE PAY IMAGE	151352	$2.000000
3330	REVERSE POS PAY MAINTENANCE	150031	$40.000000
3331	REVERSE POS PAY - ITEM	150720	$0.080000
3334	DLTY REV POS PAY - IMAGE	150724	$2.000000
3339	DLTY PAYEE POS PAY - IMAGE	151200	$0.000000
4214	RECON/POS PAY SPECIAL HANDLING	200324	$0.000000
316	CHECK IMAGE TRANS-MAINT	151354	$50.000000
317	CK IMAGE TRNS-MAINT ADDTL ACCT	151354	$20.000000
318	CHECK IMAGE TRANS-PER ITEM	151354	$0.025000
319	CK IMAGE-DATA TRANSMISSION	151354	$100.000000
332	PARTIAL RECON MAINT PAPER	200020	$80.000000
336	FULL RECON MAINT ELECTRONIC	200010	$75.000000
337	CD-ROM DUPLICATE DISC	151353	$20.000000
340	FULL RECON MAINT PAPER	200010	$100.000000
342	FULL RECON - ITEM	200110	$0.070000
344	DEPOSIT RECON MAINTENANCE	100600	$70.000000
346	DEPOSIT RECON - ITEM	100610	$0.110000
352	CD-ROM MULTI-CYCLE	151353	$40.000000
357	MULTIPLE CYCLE CD-ROM ITEMS	151351	$0.025000
TREASURY MANAGER			
3550	TM IMPLEMENTATION FEE	400310	$200.000000
3561	TM/OLC RETURN ITEM REPORT	400500	$1.000000
3576	TM REVERSE POS PAY MAINTENANCE	150031	$40.000000
3577	TM REVERSE POS PAY ITEM	150720	$0.080000
ONLINE COURIER SERVICES			
3957	OLC IMPLEMENTATION FEE	400310	$50.000000
3959	OLC CASH POSITION REPORT	400003	$0.000000
3963	OLC SIG ADV STATEMENT	010306	$5.000000
3964	OLC BUS SWEEP REPORT SERVICE	450020	$5.000000
3969	OLC ACH-EDI PRIOR DAY REPORT	400005	$25.000000
3971	SUNRISE RPT SUMMARY & DETAIL	400622	$25.000000
3973	OLC ACH RETURNS REPORT	40000Z	$3.000000

Additional Potential Fees

The services and pricing listed in this section are features of the products implemented that may be available to you based on the implementation of the services requested in this Pro Forma.

Service Code	Service Description		Unit Price
ONLINE COURIER SERVICES			
3974	OLC ACH FRAUD CTRL REJECT RPT	251053	$3.000000
3975	OLC ICL IMAGE QUALITY ADJ RPT	100540	$1.000000
3978	OLC ACH-EDI CSV REPORT	400500	$1.000000
3979	OLC CPR PAID REPORT	400500	$1.000000
3980	OLC CPR UNPAID REPORT	400500	$5.000000
3981	OLC ARP REPORT	400500	$5.000000
3982	OLC POSITIVE PAY FILE UPLOAD	200211	$15.000000
3986	OLC WIRE TRAN EMAIL ADVICE	409999	$3.000000
3987	OLC WIRE TRANSFER FAX ADVICE	409999	$6.000000
3991	ACH TRANS FILE - MAINTENANCE	999999	$20.000000
3992	ACH TRANSACTION DETAIL FILE	999999	$5.000000
POSPAY/REVERSE POS PAY			
4110	PD REV POSPAY FILE	150031	$15.000000
4120	CD REV POSPAY FILE	150031	$15.000000
4132	CPR/POSPAY/PAYEE D/T BANK/FILE	200200	$0.000000
4141	CONTROL/POSITIVE PAY - ITEMS	150120	$0.080000
4144	POSITIVE PAY WITH RECON MAINT	150720	$45.000000
4161	CPR/PAYEE POSITIVE PAY - ITEMS	150122	$0.080000
4164	PAYEE POS PAY W RECON - MAINT	150720	$65.000000
4165	CPR/PAYEE POS W RECON ITEMS	150122	$0.040000
4211	CPR/POSPAY/PAYEE D/T CLNT/FILE	150600	$15.000000
4230	CPR POS PAY - MAINT	150720	$140.000000
4240	CPR PAYEE POS PAY - MAINT	150720	$160.000000
4242	CPR PAYEE POSPAY W RECON-MAINT	150720	$150.000000
RETAIL LOCKBOX			
7703	RLBX CC COBS REDACT AND IMAGE	050238	$0.150900
7710	RLBX CREATE IMAGE CD/DVD	050423	$350.000000
7712	RLBX FOREIGN ITEM PROCESSING	050230	$10.000000
7713	RLBX VIRTUAL CD MONTHLY MAINT	05011R	$25.000000
7715	RLBX SPECIAL SCREENING	05021P	$0.060000
7717	RLBX INFO REPORTING - FAX	050320	$125.000000
7718	RLBX INFO REPORTING - DIGITAL	051003	$75.000000
7722	RLBX LOCKBOX PROGRAMMING	050236	$150.000000
7724	RLBX DEPOSIT TICKET	05011L	$50.000000
7727	RLBX INCOMING RECEIPTED MAIL	059999	$10.000000
7728	RLBX P.O. BOX ANNUAL RENTAL	050012	$100.000000
7729	RLBX PHOTOCOPY REQUEST	059999	$30.000000
7739	RLBX CHECK MICR LINE CAPTURE	050221	$0.120000
7740	RLBX MARKSENSE CHECK BOX	05021P	$0.250000
7742	RLBX PAYMENT ONLY KEYSTROKES	050220	$0.015000
7744	RLBX HIGH SPEED EXTRACTION	050200	$0.200000
7750	RLBX NON-REMIT MAIL/NO PAYMENT	05021M	$0.250000
7751	RLBX SPECIAL HANDLING	05021P	$0.100000

Additional Potential Fees

The services and pricing listed in this section are features of the products implemented that may be available to you based on the implementation of the services requested in this Pro Forma.

Service Code	Service Description		Unit Price
RETAIL LOCKBOX			
7752	RLBX PAYMENT ONLY PHOTOCOPY	05021A	$0.150000
7753	RLBX ADD'L 1ST CLASS MAIL	050412	$100.000000
7758	RLBX PACKAGE PREPARATION	05021G	$60.000000
7761	RLBX CAPTURED ITEMS 25K-50K	05021Q	$0.090000
7763	RLBX IMAGE TRANSMISSION- FILE	050420	$15.000000
7764	RLBX CAPTURED ITEMS > 50K	050424	$0.080000
7765	RLBX CAPTURED ITEMS < 5K	050424	$0.100000
7766	RLBX IMAGE CD ROM PER CD	050423	$50.000000
7768	RLBX CRRSPND/BATCH MAINTENANCE	05021Q	$75.000000
7769	RLBX IMAGE ARCHIVE 2-4 YRS	05021Q	$0.283600
7770	RLBX IMAGE ARCHIVE 5-7 YRS	05021Q	$0.396100
7771	RLBX IMAGE ARCHIVE 8-11 YRS	05021Q	$0.432100
7773	RLBX MONTHLY PO BOX RENTAL	05021Q	$40.000000
7774	RLBX IMAGE ARCHIVE 90 DAYS	05021Q	$0.028800
7776	RLBX WATCHLIST ALERT	050320	$25.000000
7778	RLBX KEYSTROKES ADDT'L FIELDS	050220	$0.015000
7779	RLBX IMG ITEMS TRANSMITTED	05021Q	$0.040000
7782	RLBX IMAGE DVD	05011R	$65.000000
7783	RLBX PAYMENT ONLY SPECIAL SORT	059999	$0.100000
7726	RLBX USPS MAIL	050410	$0.000000
CASH MANAGEMENT SERVICES			
864	ZBA CUSTOM REPORTING	019999	$0.000000
780	FLOOR PLAN EQUITY SWEEP MAINT	550010	$175.000000
797	SMART SWEEP	459999	$0.000000
852	ZBA PLUS MASTER ACCOUNT MAINT	019999	$40.000000
853	ZBA PLUS SUB ACCOUNT MAINT	019999	$5.000000
854	ZBA PLUS REPORTING	019999	$6.000000
860	SUB ACCOUNT SERVICE - MASTER	019999	$100.000000
861	SUB ACCOUNT SERVICE - SUB	019999	$5.000000
865	SUB ACCOUNT INDIVIDUAL REPORT	019999	$12.000000

Service Code	Service Description	Definition
21	MONTHLY ACCT MAINTENANCE FEE	Monthly fee for maintaining a business account (Acct). Per Month, Per Account.
35	DEP ACCT USAGE RATE (PER $100)	Monthly fee assessed on the average positive ledger balance for the month for deposit (Dep) accounts (Acct). The average positive ledger balance is divided by 100 and then multiplied by the rate listed on the account analysis statement and divided by 12 to calculate the usage fee amount. Per Account With Average Positive Collected Ledger Balance, Per $100 On Deposit.
100	CREDITS POSTED	Fee for posting deposits (credits) to an account. Deposits include transactions made at a banking location or ATM. They also may include, but are not limited to, credits posted from account transfers, wire transfers, Real Time Payments (RTP), Image Cash Letter deposits, Remote Deposit, sweep transfer, online banking transfers and other electronic credits. Per Credit.
105	ACH RECEIVED CREDIT	Fee for an ACH received credit. Per ACH Credit.
107	RLBX ON-US DEPOSITED ITEM	Fee for payment items deposited through retail lockbox (RLBX) that are drawn on Truist (On-us). Per Deposited Item.
109	RLBX TRANSIT DEPOSITED ITEM	Fee for payment items deposited through retail lockbox (RLBX) that are drawn on other financial institutions (Transit). Per Deposited Item.
110	ITEMS DEPOSITED - ON-US	Per item fee for check deposits drawn on a Truist Account (On-Us) and made at locations that may include, but are not limited to, branch, ATM, Lockbox or through the mail. Per Deposited Item.
112	ITEMS DEPOSITED - IN STATE	Per item fee for check deposits drawn on a bank with a routing number in the same state as the deposit location. Deposit sources may include, but are not limited to, branch, ATM, Lockbox or through the mail. Per Deposited Item.
114	ITEMS DEPOSITED - OTHER	Per item fee for check deposits drawn on a bank with a routing number in a different state than the deposit location. Deposit sources may include, but are not limited to, branch, ATM, Lockbox or through the mail. Per Deposited Item.
117	REMOTE DEPOSIT ITEM - ON-US	Per item fee to process deposited checks drawn on a Truist Account (On-Us) through the Remote Deposit Capture solution. Per Deposited Item.
119	REMOTE DEPOSIT ITEM - TRANSIT	Per item fee to process deposited checks drawn on a non-Truist Account (Transit) through the Remote Deposit Capture solution. Per Deposited Item.
122	WLBX ON-US DEPOSITED ITEM	Fee for payment items deposited through wholesale lockbox (WLBX) that are drawn on Truist (On-us). Per Deposited Item.
124	WLBX TRANSIT DEPOSITED ITEM	Fee for payment items deposited through wholesale lockbox (WLBX) that are drawn on other financial institutions (Transit). Per Deposited Item.
128	CHECKS PAID AND OTHER DEBITS	Fee for posting checks or drafts (debits) for payment on the account. Debits include withdrawal transactions made at a banking location, or ATM. They also may include, but are not limited to, debit card purchases, bill pay, sweep debits, wire transfers debits, Real Time Payments (RTP) transfers, certified checks, legal order debits. Per Debit.
134	ACH RECEIVED DEBIT	Fee for an ACH received debit. Per ACH Debit.
165	CHECK BLOCK	Monthly fee per account set up to prevent (Block) any check from posting to their account. Per Month, Per Account.
331	CD-ROM MAINTENANCE	Maintenance fee per statement cycle for the creation and mailing of a CD-ROM that includes transaction images and DDA statement for the designated primary account. Per Primary Account, Per Statement Cycle.
333	CD-ROM ITEMS	Fee for each check and other paper debit items posted to an account that is subscribed to the CD-ROM service. Per CD-ROM Image.
334	PARTIAL RECON - ITEM	Per item fee for providing partial reconciliation (Recon) services for paid checks. Per Item.
335	CD-ROM DISC	Fee for each CD-ROM disc created per statement cycle. Per Primary Account, Per CD-ROM Disc.
338	PARTIAL RECON MAINT ELECTRONIC	Monthly maintenance (Maint) fee for the capability to provide partial reconciliation (Recon) services delivered electronically. Per Month, Per Account.
341	CD-ROM ADDITIONAL ACCT FEE	Maintenance fee per statement cycle for each additional account (Acct) included on the CD-ROM. Per Additional Account, Per Statement Cycle.

Service Code	Service Description	Definition
385	COIN ORDER PER ROLL	Fee per each roll of coin ordered and to be provided at a bank's branch location. Per Roll Ordered.
390	CURRENCY ORDER PER $1	Fee per $1 of currency ordered and to be provided at a bank's branch location. Per $1 Ordered.
395	COIN AND CURRENCY DEPOSITED	Fee per $1 of coin and currency deposited that is processed and verified for a calendar month. The fee includes the following: cash deposits made over the counter (OTC) at bank branch locations, night depository(s) or Package Forward and reflects the total amount of coin and currency deposited into the account during a calendar month. Monthly Coin and Currency Deposited Per $1.
396	DEPOSIT CORRECTIONS	Fee for correcting a deposit when the adjustment is greater than $10. Per Adjustment.
491	RDC MONTHLY MAINT PER SCANNER	Monthly maintenance (Maint) fee per scanner for the capability to use the Remote Deposit Capture (RDC) service. Per Month, Per Scanner.
530	ACH NOTIFICATION OF CHANGE	Fee for processing each ACH Notification of Change. A Notification of Change contains correcting information that is required to be changed for any subsequent ACH transaction. Per Notification of Change.
538	ACH RETURN TRANSACTION	Fee for processing a returned ACH transaction. Per Transaction.
540	DT/DLTY ACH MONTHLY MAINT	Monthly maintenance (Maint) fee for the capability to originate ACH payments via Direct Transmission (DT) and or Digital Treasury (Dlty). Per Month, Per Account.
545	ACH INPUT FILE RECEIVED/TRANS	Per file fee for transmitting an ACH origination file via data transmission. Per File.
553	TOTAL ACH ORIGINATED ITEMS	Fee for each ACH credit or debit transactions (Tran) originated through Direct Transmission, Treasury Manager, Digital Treasury, or Integrated Payables. Fee volume includes the total number of credit and debit items originated for the month. Per Transaction.
554	ACH ORIGINATED ADDENDA RECORD	Fee for processing reference information in an Addenda Record associated with an ACH originated transaction. Per Addenda Record.
850	ZBA MASTER ACCOUNT MAINTENANCE	Monthly per account fee for maintaining a Zero Balance Account (ZBA) Master and/or Super Master Account, the highest tier in a three tiered relationship. Per Account, Per Month.
851	ZBA SUB ACCOUNT MAINTENANCE	Monthly per account fee for maintaining a Zero Balance Account (ZBA) subsidiary (Sub) account in a zero balance relationship. This fee also applies to the master account in a multi-tiered relationship. Per Account, Per Month.
910	CHECK DRAWN ON CANADIAN BANK	Fee for the processing of a check in U.S. dollars (USD), but drawn on a Canadian Bank Per Item Deposited.
1052	ACH POSITIVE PAY MONTHLY MAINT	Monthly maintenance (Maint) fee for each account with ACH Positive Pay service which provides the capability to filter or disposition ACH transactions received. Per Month, Per Account.
1062	ELEC LBX MONTHLY MAINTENANCE	Monthly fee for maintaining each account profile on the Electronic (Elec) Lockbox (LBX) service. Per Client ID, Per Month.
1066	ELEC LBX PER ITEM	Per item fee for processing of each electronic transaction for a single demand deposit account (DDA) that is sent from Bill Pay Processors for the Electronic (Elec) Lockbox (LBX) service. Per Item.
1086	EDI MONTHLY MAINT RECEIVABLES	Monthly fee for maintaining (Maint) each profile for File Translation and Delivery Services. Fee includes collection, formatting and delivery of remittance detail in a standard EDI receivables or other designated format via direct transmission. Per Profile, Per Month.
1087	EDI TRANSACTION RECEIVABLES	Fee for including a transaction on the EDI receivables or other custom formatted file. Per Transaction.
1143	ELEC LBX CUSTOM PROGRAMMING	Fee for Electronic (Elec) Lockbox (LBX) custom programming services per client request. Per Client Request for Custom Programming.
1144	ELEC LBX DATA TRANSMISSION	Per month fee for the capability to generate and transmit an Electronic (Elec) Lockbox (LBX) data transmission output file as defined in accordance with client Electronic Lockbox instructions. Per Client ID, Per Month.
1200	RDI SPECIAL HANDLING MAINT	Monthly maintenance (Maint) fee for any account with special instructions for handling returned deposited items (RDI). Per Account, Per Month.
1205	RETURNED DEPOSITED ITEM FEE	Fee for processing a deposited item returned. Per Return.
1210	REDEPOSIT (RECLEARED) RET ITEM	Special handling instruction fee per item for a returned (Ret) item that the client has instructed to redeposit (Reclear) to their account. Requested instruction entails the RDI special handling maintenance fee. Per Redeposit.
1400	VAULT MONTHLY MAINTENANCE	Monthly maintenance fee for the capability of using cash vault services per location. Per Month, Per Location.

Service Code	Service Description	Definition
1401	CASH VAULT DEPOSITS	Fee for posting a deposit consisting of any combination, but not limited to, SmartSafe deposits, coin, currency, or checks delivered to the bank's cash vault location. Per Deposit.
1405	VAULT CASH DEPOSITED PER DOLLR	Fee for processing and verifying cash (currency and coin) at the cash vault facility per dollar (Dollr) deposited. Each deposit is rounded to the nearest whole dollar. Per Dollar Deposited.
2028	INCOMING DOMESTIC WIRE	Fee for an incoming domestic wire. Per Wire.
3016	CONTROLLED DISB MAINT	Monthly maintenance (Maint) fee for the capability to provide Controlled Disbursement (Disb) services. Per Account, Per Month.
3319	TM ACH FILE UPLOAD	Fee for processing an ACH file upload (pass-through) via Treasury Manager (TM). Per File.
3320	TM ACH BATCH PROCESSING FEE	Fee for each ACH Batch imported or key entered into Treasury Manager (TM) and completed within a specific ACH Processing Cycle. Batches may be combined or separate based on client instructions. Per Batch.
3551	TM/OLC MAINTENANCE FEE	Monthly fee for maintaining a Company ID for the capability to access or to utilize the Treasury Manager (TM) and or Online Courier (OLC) service. If Online Courier is added with different services (Prior Day, Current Day, Special Reports), and or different billing account/detail account combinations that are not set up on Treasury Manager, a fee will be assessed for both the Treasury Manager Company ID and the Online Courier Company ID, otherwise a single fee will be assessed. Per Company ID, Per Month.
3552	TM/OLC PRIOR DAY SERV/MONTH	Monthly fee for maintaining a Company ID for the capability to access or to utilize the prior day information reporting service (Serv) for Treasury Manager (TM) and or Online Courier (OLC). If prior day information reporting is also received via Online Courier and the billing account/detail account combination differs from those set up on Treasury Manager, a fee will be assessed for both the Treasury Manager Company ID and Online Courier Company ID; otherwise, a single fee will be assessed. Per Company ID, Per Month.
3553	TM/OLC PRIOR DAY/ACCOUNT	Fee for each account for prior day detail and summary information reporting for Treasury Manager (TM) and or Online Courier (OLC). If prior day information reporting is also received via Online Courier and the billing account and detail account combination differs from those set up on Treasury Manager, the per account fee will also be assessed for each account set up on Online Courier for prior day information reporting. Per Account.
3554	TM/OLC PRIOR DAY/DETAIL ITEM	Fee for each prior day information reporting detail item loaded for each account in Treasury Manager (TM) and or Online Courier (OLC). If prior day information reporting is also received via Online Courier and the billing account and detail account combination differs from those set up on Treasury Manager, the per detail item fee will also be assessed for each item reported via Online Courier. Per Detail Item.
3555	TM/OLC CURRENT DAY SERV/MONTH	Monthly fee for maintaining a Company ID for the capability to access or to utilize the current day information reporting service (Serv) for Treasury Manager (TM) and or Online Courier (OLC). If current day information reporting is also received via Online Courier and the billing account and detail account combination differs from those set up on Treasury Manager, a fee will be assessed for both the Treasury Manager Company ID and Online Courier Company ID; otherwise, a single fee will be assessed. Per Company ID, Per Month.
3556	TM/OLC CURRENT DAY/ACCOUNT	Fee for each account for current day detail and summary information reporting for Treasury Manager (TM) and or Online Courier (OLC). If current day information reporting is also received via Online Courier and the billing account and detail account combination differs from those set up on Treasury Manager, the per account fee will also be assessed for each account set up on Online Courier for current day information reporting. Per Account.

Service Code	Service Description	Definition
3557	TM/OLC CURRENT DAY/DETAIL ITEM	Fee for each current day information reporting detail item loaded for each account in Treasury Manager (TM) and or Online Courier (OLC). If current day information reporting is also received via Online Courier and the billing account and detail account combination differs from those set up on Treasury Manager, the per detail item fee will also be assessed for each item reported via Online Courier. Per Detail Item.
3559	TM/OLC ACH-EDI REPORT	Fee for the ACH-EDI translated human-readable report of received ACH debits or credits, that includes remittance information when provided by the originating company. Fee volume is the total number of days the ACH-EDI report is loaded on the account that received the report on the greatest number of days across all accounts during the month on a Treasury Manager (TM) and or Online Courier (OLC) Company ID. If the ACH-EDI report is also received via OLC and the billing account and detail account combination differs from those set up on TM, the ACH-EDI report fee will also be assessed for OLC. The Greatest Number Of Days With A Report Loaded Across All Accounts, Within A Company ID.
3560	TM/OLC CAR REPORT	Fee for the Client Activity Report (CAR) which provides a statement of daily originated ACH activity. This includes, but is not limited to, transaction adjustments, Notification of Change (NOC) requests, ACH return items and settlement transactions. Fee volume is the total number of days the CAR report is loaded on the account that received the report on the greatest number of days across all accounts during the month on a Treasury Manager (TM) and or Online Courier (OLC) Company ID. If the CAR report is also received via OLC and the billing account and detail account combination differs from those set up on TM, the CAR report fee will also be assessed for OLC. The Greatest Number Of Days With A Report Loaded Across All Accounts, Within A Company ID.
3562	TM/OLC CPR REPORT(S)	Fee for Controlled Payment Reconciliation (CPR) reporting that includes three separate CPR reports to assist with identifying potential fraud. The three reports are generated daily. Fee volume is the total number of days any CPR report is loaded on any account that received the report on the greatest number of days across all accounts during the month on a Treasury Manager (TM) and or Online Courier (OLC) Company ID. If CPR reporting is also received via OLC and the billing account and detail account combination differs from those set up on TM, the CPR report(s) fee will also be assessed for OLC. The Greatest Number Of Days With A Report Loaded Across All Accounts, Within A Company ID.
3564	TM ONLINE STOP PAYMENT	Fee for processing an electronic/online stop payment request submitted through Treasury Manager (TM). Fee is for each individual stop payment request whether for a single check or a range of checks. Per Stop Payment Request.
3565	TM ACH MONTHLY MAINTENANCE	Monthly maintenance fee for the capability to use Automated Clearing House (ACH) services that includes, but is not limited to, initiating, importing and or uploading ACH transactions through Treasury Manager (TM). The fee applies per Company ID. Per Company ID, Per Month.
3566	TM ACCOUNT TRANSFER	Fee per completed account transfer through Treasury Manager (TM). Per Completed Account Transfer.
3568	TM WIRE TRANSFER SERVICE/MONTH	Monthly fee for the capability to use wire transfer services that include, but are not limited to, initiating and or importing wire transactions through Treasury Manager (TM). The fee is assessed per Company ID. Per Company ID, Per Month.
3585	TM DOMESTIC NON-REP WIRE	Fee for sending a domestic non-repetitive (Non-Rep) wire transfer initiated through Treasury Manager (TM). Per Wire.
3587	TM BOOK TRANSFER NON-REP	Fee for sending a non-repetitive (Non-Rep) book transfer between Truist accounts initiated through Treasury Manager (TM). Per Transfer.
3961	OLC DDA STATEMENT	Fee for generating and sending Demand Deposit Account (DDA) statement(s) via Online Courier (OLC). Per Account, Per Month.
3962	OLC ANALYSIS STATEMENT	Fee for generating and sending Account Analysis statement(s) via Online Courier (OLC). Per Account, Per Month.

Service Code	Service Description	Definition
4133	CPR/POS PAY/PAYEE-EXCEPTIONS	Per item fee for handling a check drawn on a Controlled Pay Reconciliation (CPR), Positive Pay (Pos Pay) and or Positive Pay Payee Account that does not match the issue record as provided by the client. Mismatches are exceptions and include, but are not limited to paid-no-issue records (PNIs) and encoding errors. Per Exception Item.
4140	POSITIVE PAY - MAINTENANCE	Monthly maintenance fee for each account set up on Positive Pay without Reconciliation service. Per Month, Per Account.
4145	CTRL/POS PAY WITH RECON ITEM	Per item fee for verifying each check against each record on an issue file for a Control (Ctrl) Pay or Positive (Pos) Pay account with full or partial reconciliation (Recon) service. Per Item.
4232	CPR POS PAY W RECON - MAINT	Monthly maintenance (Maint) fee for each account set up on Controlled Pay Reconciliation (CPR) Positive Pay (Pos Pay) with (W) Reconciliation (Recon) service. Per Month, Per Account.
7203	WLBX IMAGE ARCHIVE 1 YEAR	Per image fee for all items imaged and archived for one year. Simplex imaging will count as 1 image per item and duplex imaging will count as 2 images per item. Item is defined in accordance with client wholesale lockbox (WLBX) instructions. Per Image.
7204	WLBX IMG ITEMS SCANNED	Per image (IMG) fee for remittance document items scanned. Simplex scanning of a remittance document item will count as 1 image per item and duplex scanning will count as 2 images. Items may include, but are not limited to, the remittance envelope and contents that are scanned in accordance with client wholesale lockbox (WLBX) instructions. Per Image.
7206	WLBX IMAGE CD ROM PER CD	Per CD fee for each CD-ROM/DVD of images received for the month on a wholesale lockbox (WLBX). Per CD/DVD.
7207	WLBX CRRSPND BATCH MAINTENANCE	Monthly maintenance fee for separate batching of correspondence (Crrspnd) for each wholesale lockbox (WLBX). Per Lockbox, Per Month.
7214	WLBX MAINTENANCE - MONTHLY	Per month fee for maintaining a wholesale lockbox (WLBX). Per Lockbox, Per Month.
7222	WLBX REJECTED ITEMS	Per item fee for handling items that were received through a wholesale lockbox (WLBX) and were rejected. Rejects include, but are not limited to, payment items that do not conform to client defined business rules or cannot be processed. Per Item.
7241	LOCKBOX DEPOSITS	Fee for processing and posting a deposit of items received in a Lockbox. Per Deposit.
7247	WLBX CREDIT CARD AUTH MONTHLY	Per month fee for maintaining client authorization (Auth) instructions for credit card payments received in a wholesale lockbox (WLBX). Per Lockbox, Per Month.
7259	WLBX REMITTER TABLE MAINT	Per month fee for maintaining (Maint) specified Remitter Table functionality for a wholesale image lockbox (WLBX). Per Lockbox, Per Month.
7264	WLBX IMAGE BATCH DOWNLOAD	Per batch of images downloaded/exported via Lockbox Image Browser of wholesale lockbox (WLBX) items. A batch for download/export is defined as 250 images or less of either combination of payment items and or correspondence. A download/export is executed each time a user clicks to download/export a batch of images. Per Batch.
7279	WLBX STANDARD ITEM	Per item fee for standard processing of a wholesale lockbox (WLBX) item. Item is defined in accordance with client wholesale lockbox instructions. Per Item.
7307	WLBX SPECIAL HANDLING	Per item fee for performing special handling of monetary instruments and/or associated documents. Item is defined in accordance with client wholesale lockbox (WLBX) instructions. Per Item.
7714	RLBX REJECTED ITEMS	Per item fee for handling items that were received through a retail lockbox (RLBX) and were rejected. Rejects include, but are not limited to, payment items that do not conform to client defined business rules or cannot be processed. Per Item.
7719	RLBX MAINTENANCE - MONTHLY	Monthly fee for maintaining a retail (i.e. scannable) lockbox (RLBX). Per Lockbox, Per Month.
7725	RLBX EXPRESS MAIL COURIER	Cumulative monthly fee for the shipping and handling for all remittance advice packages sent via overnight mail for a retail lockbox (RLBX) based on client defined instructions. Delivery options include, but are not limited to, FedEx, courier, and express mail. This fee applies when a client elects to use the Bank's mailing account and associated mailing rate, rather than their own. Per Remittance Package, Per Month.
7730	RLBX CASH PAYMENT PROCESS	Per envelope fee for receiving and processing cash payments for a retail lockbox (RLBX). Per Envelope.
7732	RLBX DATA TRANS - PER FILE	Per file fee for transmitting (Trans) each file of retail lockbox (RLBX) data based on client instructions. Per File.

Service Code	Service Description	Definition
7745	RLBX LOW SPEED EXTRACTION	Per item fee for processing items via the Low Speed Mail Extraction equipment. Item is defined in accordance with client retail (RLBX) lockbox instructions. Per Item.
7755	RLBX MULTIPLE PAYMENTS/COUPONS	Per item fee for processing a transaction that contains multiple coupons or multiple payment items in the envelope. Item is defined in accordance with client retail lockbox (RLBX) instructions. Per Item.
7756	RLBX PARTIAL PAYMENTS	Per item fee for processing a transaction where the payment item amount does not match one of the amounts in the coupon scan line (partial payment). Item is defined in accordance with client retail lockbox (RLBX) instructions. Per Item.
7760	RLBX CAPTURED ITEMS 5K-25K	Per image fee for capture of retail lockbox (RLBX) items. This code applies when monthly total volume of captured items is between 5k - 25k. Item is defined in accordance with client retail lockbox instructions. Per Image.
7762	RLBX IMAGE ARCHIVE 1 YEAR	Per image fee for all items imaged and archived for one year. Simplex imaging will count as 1 image per item and duplex imaging will count as 2 images per item. Item is defined in accordance with client retail lockbox (RLBX) instructions. Per Image.
7772	RLBX IMAGE BATCH DOWNLOAD	Per batch fee for images downloaded/exported via Lockbox Image Browser of retail lockbox (RLBX) items. A batch for download/export is defined as 250 images or less of either combination of payment items and or correspondence. A download/export is executed each time a user clicks to download/export a batch of images. Per Batch.
7775	RLBX FULL TEXT SEARCH	A per image fee for indexing retail lockbox (RLBX) client specified fields in order to perform full text search in the Lockbox Image Browser using a keyword, phrase or characters. Simplex scanning of an item will count as 1 image per item and duplex scanning will count as 2 images. Per Image.

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Truist Bank, 200 West Forsyth St, Floor 5, Jackson, FL 32202, (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 Marion County Board of County Commissioners, FL, said contract being identified as: Treasury Management Agreement and Terms and Condition, TMTC-9-01-2022. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Treasury Management Agreement and Terms and Conditions (see exhibit A – original contract)

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 Truist Bank. The term of said agreement shall be for the period effective date of signature of the City Mayor through 08/31/2025.

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 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

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:

Truist
Attn: Maria Roman
401 E. Jackson St, 19th Floor
Tampa, FL 33602
813-224-2095
Maria.roman@truist.com

Truist Bank

Entered this 17 day of August

Brian S. Orth

(Print Name / Title)

(Signature)

8/17/2022

(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

August 11, 2022

Rebecca Bowman
65 Stone St.
City of Cocoa, FL 32922

RE: Marion County Mirrored Banking Extension Agreement for Banking Services between the City of Cocoa (“the City”) and Truist Bank (“Truist”) effective September 1, 2022.

Dear Mrs. Bowman:

Thank you for continuing to choose Truist for your deposit and treasury services. We appreciate the opportunity to maintain a meaningful partnership with you over the coming years. Truist Bank (the "Bank") is pleased to offer the City of Cocoa (the "City") an extension o the banking services contract between the City and Truist Bank, effective September 1, 2022, for a thirty-six (36) month term through August 31, 2025. The rates and pricing disclosed herein will apply to all applicable deposit and group accounts.

Earnings Credit Rate (ECR): 90 basis points (bps)
Under the terms of the Marion County Extension, the City will earn 90bps as the Earnings Credit Rate applied to the compensating balance.

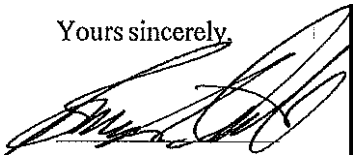
Interest Rate:
For balances above the compensating balance required to offset fees, Truist will pay an interest rate equal to 50% of the top end of the Fed Fund Target range. This rate is offered through August 2025, after which the interest rate will be a managed rate and subject to change. During the committed term, interest rate changes will be effective the following month after a Fed Fund rate move; these changes will occur without notice.

The pricing detailed in the attached pro forma and glossary includes the service description and unit cost of the services. Your Account Analysis statement will show the actual volumes and associated charges from use of the services, in addition to other charges for services utilized that may have been previously disclosed. Changes to treasury services fees are applied to the entire month in which they are effective. Treasury services fees will be debited as one lump sum the month after transactions occur and will appear on your bank statement as Service Charges – Prior Period. Account Analysis statements are available by mail or electronic delivery methods.

Please see attached, a new Treasury Management Master Agreement that must be signed by the City.

Thank you for the years of shared business. We look forward to continuing to strategize with your team to structure innovative solutions to best position the City for the ever changing business and economic landscape with which we are faced.

Yours sincerely,



Brian S. Orth
Senior Vice President Government Banking, Truist Bank

Accepted and agreed to this _____
day of _____, 202__.

By:_____
Name:_____
Title:_____

Attached:
Treasury Management Master Agreement
Pricing Proforma
Pricing Proforma Glossary

Legislation Details (With Text)

File #:	24-421	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/23/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Council Approval of Grant Application for Fiscal Year 2024-2025 Water Quality Improvements Grant and Indian River Lagoon Water Quality Improvements Grant Programs for the Indian River Drive Septic to Sewer Conversion.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 23, 2024
Agenda Date: July 23, 2024
Prepared By: Stockton Whitten, City Manager
Through: Stockton Whitten, City Manager
Requested Action:
Council Approval of Grant Application for Fiscal Year 2024-2025 Water Quality Improvements Grant and Indian River Lagoon Water Quality Improvements Grant Programs for the Indian River Drive Septic to Sewer Conversion.

BACKGROUND:

Councilwoman Koss is requesting the Council consider this matter as a walk-on item. The grant application period for the Water Quality Improvements and Indian River Lagoon Water Quality Improvements Grant Programs ends on July 31, 2024. These grant programs allow applicants the “opportunity to submit proposals that will bolster existing efforts to protect and restore Florida’s water resources.” Because of this imminent deadline Councilwoman Koss would like the Council to approve City staff applying to both programs to potentially preserved the additional allocation of funding from the Brevard County SOIRL program that was approved on October 25, 2022 by the Board of County Commissioners. An additional $545,373 was approved for the J&K Septic to Sewer Project with a provison that it be committed to the project as match funding by October 25, 2024.

As the Council is aware the appropriations request submitted by Representative Altman was not approved in the July 1, 2024 State Budget and therefore the J&K Septic to Sewer Project is not fully funded per the previous Engineer’s estimates provided to the Council. The Engineer of Record costs vary based on the method of construction used by a contractor to install the sewer mains. The cost estimates placed the costs of construction of a new gravity system at $6.6 to $8.2M. This estimate

does not inlcude homeowner on site costs. SOIRL currently has approved an allocation of approximately $6.1M for 88 lots toward the design, construction of a new gravity sewer system to eliminate existing septic systems assuming 100% participation.

The cost for the project using SOIRL funding along with potential grants could potentially cover all costs based on current budgets assuming 100% participation of the 88 lot owners. However, cost over runs could range from $691K to $4.9M depending on the actual connections achieved. Note as the level of participation decreases, the costs to the city or citizens increase. For example, at 70% participation using the worst-case estimate, the city or citizens could be responsible for repaying an estimated $2.3M of reimbursable costs back to Brevard County.

The Council should be reminded of the following issues, facts, and/or matters regarding this potential project.

- Currently, the Code of Ordinances does not require existing homeowners who have functioning septic systems to connect to city sewer system.
- The Council has not addressed or provided direction on the requirements to connect or not connect and to address shortfall in funding that is not covered by either the SOIRL funding for infrastructure or a future grant from FDEP for homeowner costs. The following options were previously provided to the Council:
    - **Option 1: Withdraw the sewer infrastructure project and let the homeowners submit and qualify for advanced septic treatment funding from SOIRL**.
    - **Option 2: Mandatory Participation. Require all homeowners to connect to the sewer system once completed. Council must determine how cost overruns are funded If cost overruns (if they occur) for public infrastructure are greater than SOIRL funding and any applicable grants, the cost above the available funding will be paid for by: A) Utilities/Utility Rate Payers or B) Homeowners**
- A survey was conducted in conjunction with a community meeting held in November 2020. Of the 40 respondents, 22 homeowners or 55% were not supportive of the project if the homeowner was responsible for costs associated with connecting to the sewer system.

STRATEGIC PLAN CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Estimated Cost and potential shortfalls presented in the body of the agenda.

PREVIOUS ACTION:

The Council has discussed the J&K Project on numerous occasions with direction to pursue various funding opportunities but with no direction on various policy matters or as to whether to pursue the advance septic or sewer conversion options.

RECOMMENDED MOTION:

Provide Direction to as to whether to submit FDEP grant applications by July 31, 2024, for the Indian River Drive Septic to Sewer Conversion.

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Legislation Details (With Text)

File #:	24-358	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/25/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Orders-CM Authorized June 2024.pdf Visualization Change Order Authorizations.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 25, 2024
Agenda Date: July 9, 2024
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director; Stockton Whitten, City Manager
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of June 30th, 2024. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

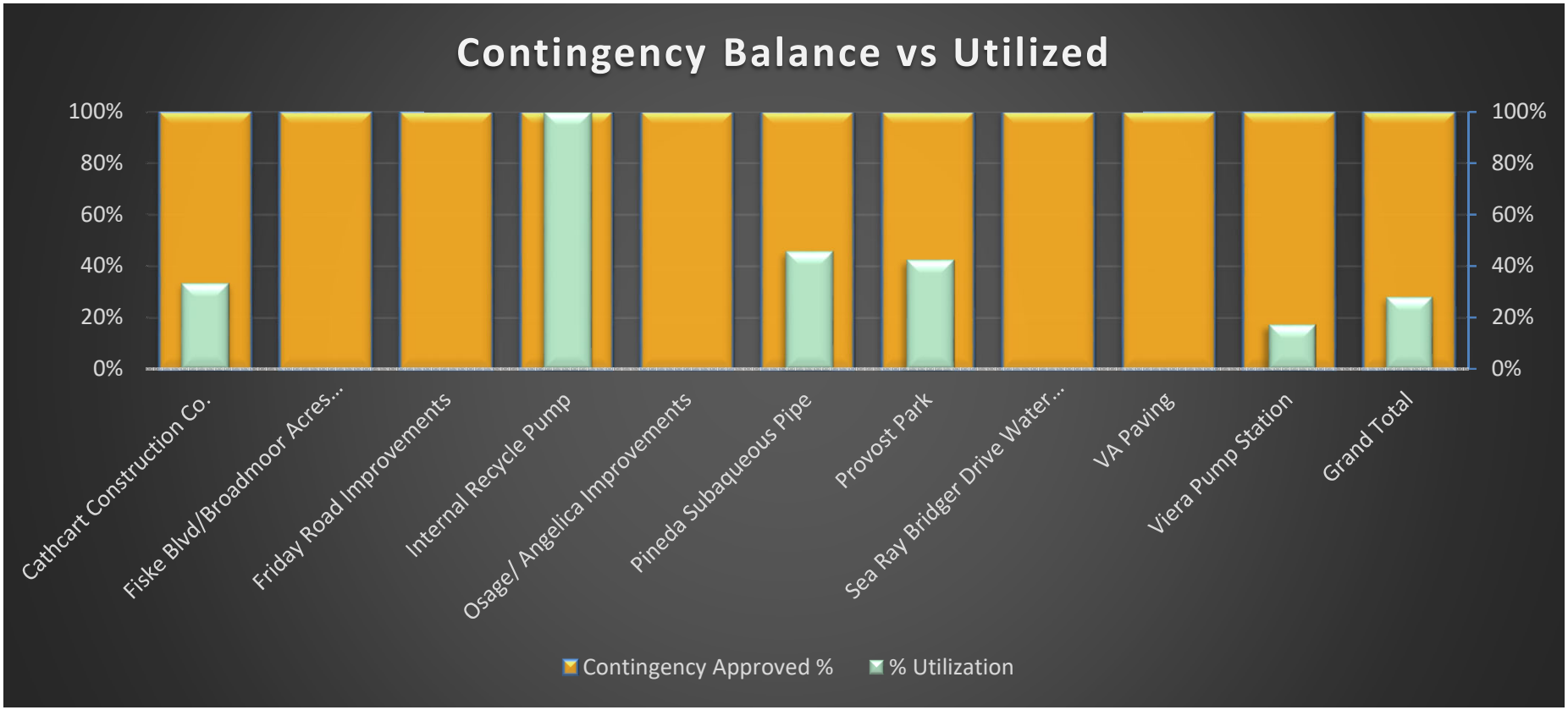
Informational Item Only

FY 2024 Change Orders - CM authorized to execute

Applied to Contingency | as of: Period 9

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	Cumulative Expenditures	FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures
WS22IR	**Internal Recycle Pump**														
Op. Rev.		11,581,208	Total approved	2023-064											
Project Manager:	Francis Palmieri	81,970	Contingency and other costs authorized												
Account #:	421-4120-536.63-00	11,499,238	Exp authorized before contingency												
	424-4055-536.63-00														
	424-4120-536.63-00														
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Wharton-Smith Inc.**			FY2024	47027	1,366,175	11,581,208	-	-	-	11,581,208	$ 1,796,024	$ 1,796,024	$ -	$ -
PO #:	**81414**				47027-1	10,133,063									
					47027-2	**81,970**									
		-													
PWFBPP	**Provost Park Improvements**														
Op. Rev.		1,969,004	Total approved	2023-116											
Project Manager:	Abigail Morgan	80,000	Contingency and other costs authorized												
Account #:	001-3580-519.63-00	1,889,004	Exp authorized before contingency												
	001-3580-519.63-07														
	001-3580-519.64-00														
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
				FY2024	47163	697,853	1,923,004	-	-	-	1,923,004	$ 1,574,672	$ 1,574,672	$ -	$ -
					47163	49,977									
Vendor:					47163	1,133,174									
PO #:	**81560**				47163	8,000									
		46,000			47163	**34,000**									
AFBP22 & PW08SP	**Annual Street Paving**														
Op. Rev.		950,000	Total approved	2023-064											
Project Manager:	Abigail Morgan	26,796	Contingency and other costs authorized												
Account #:	001-3510-541.63-00	923,204	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**VA Paving**			FY2024	47376	443,982	923,204	-	-	-	923,204	$ -	$ -	$ -	$ -
PO #:	**81738**				47376-1	479,222									
		26,796													
WS21VP	**Viera Pump Station**														
Op. Rev.		917,070	Total approved	2023-015											
Project Manager:		83,370	Contingency and other costs authorized												
Account #:	424-4055-536.63-00	833,700	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**L7 Construction**			FY2023	46161	833,700	848,267	-	-	833,700	14,567	$ 588,164	$ 548,264	$ 39,900	$ -
PO #:	**80814**				46161-1	**3,525**									
		68,803			46161-2	**11,042**									
WS21SC	**Sea Ray Bridger Drive Water Main Relocation**														
Op. Rev.		4,839,476	Total approved	2022-134											
Project Manager:	John Perrin	439,952	Contingency and other costs authorized												
Account #:	424-4055-536.63-00	4,399,524	Exp authorized before contingency												
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
	Atlantic Devlopment Cocoa			FY2023	45843	4,399,524	4,399,524	-	-	4,399,524	-	$ 3,937,634	$ 1,519,308	$ 2,418,326	$ -
	80537														
		439,952													
GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**														
Op. Rev.		305,347	Total approved	2022-025											
Project Manager:		42,500	Contingency and other costs authorized												
Account #:	303-3570-538.63-08	262,847	Exp authorized before contingency												
	424-4055-536.63-08						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
	Tiera Inc.			FY2022-303	44454	197,135	262,847	-	262,847	-	-	$ 121,993	$ 121,993	$ -	$ -
	79493			FY2022-424	44454-1	65,712									
		42,500													

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY21 Cumulative Requisitions	FY22 Cumulative Requisitions	FY23 Cumulative Requisitions	FY24 Cumulative Requisitions	Cumulative Expenditures	FY2024 Expenditures	FY2023 Expenditures	FY2022 Expenditures
GR2108	**Fiske Blvd/Broadmoor Acres Drainage Improvement**														
Op. Rev.		7,456,117	Total approved	2022-025											
Project Manager:		1,985,102	Contingency and other costs authorized												
Account #:	303-3570-538.63-73	5,471,015	Exp authorized before contingency												
	423-3570-538.63-73						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
	424-4055-536.63-73			FY2024	47365	5,698,026	6,135,546	-	-	-	6,135,546	$ 1,501,426	$ 1,501,426	$ -	$ -
	Cathcart Construction Co.				47365-1	437,520									
	81782														
		1,320,571													
WS18MI	**Pineda Subaqueous Pipe**														
Op. Rev.		12,066,069	Total approved	21-112											
Project Manager:	City of Melbourne	1,096,915	Contingency and other costs authorized												
Account #:	426-4055-536.63-00	10,969,154	Exp authorized before contingency												
Account #:	421-4055-536.63-00						Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**City of Melbourne**			FY2021	WIRE	10,969,154	11,472,467	10,969,154	485,192	18,121	-	$ 11,651,223	$ 196,877	$ 485,192	$ 10,969,154
PO #:	**WIRE**			C.O. #1	WIRE-1	399,159									
				C.O. #2	WIRE-2	86,033									
				C.O. #3	WIRE-3	(95,700)									
				C.O. #4	WIRE-4	43,589									
				C.O. #5	WIRE-5	6,950									
				C.O. #6	WIRE-6	14,539									
				C.O. #7	WIRE-7	69,457									
				C.O. #8	WIRE-8	158,042									
				C.O. #9	WIRE-9	(113,462)									
				C.O. #10	WIRE-10	71,186									
				C.O. #11	WIRE-11	(136,480)									
		593,602													
WS24LC	**Osage/ Angelica Improvements**														
Op. Rev.		4,089,124	Total approved	2022-018											
Project Manager:		371,739	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	3,717,385	Exp authorized before contingency	2023-054											
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Atlantic Development of Cocoa**			FY2024	47958	3,717,385	3,717,385	-	-	-	3,717,385	$ 265,931	$ 265,931	$ -	$ -
	Vendor #: 05580														
PO #:	**82211**			C.O. #1											
				C.O. #2											
				C.O. #3											
		371,739		C.O. #4											
WS24WP	**Friday Road Improvements**														
Op. Rev.		4,413,648	Total approved	2022-018											
Project Manager:		401,241	Contingency and other costs authorized	2022-092											
Account #:	424-4120-536.63-00	4,012,407	Exp authorized before contingency	2023-054											
							Cumulative Req. Balances	FY 21	FY 22	FY 23	FY 24	Cumulative Expenditures	FY 24	FY 23	FY 22
Vendor:	**Atlantic Development of Cocoa**			FY2024	47960	4,012,407	4,012,407	-	-	-	4,012,407	$ 601,311	$ 601,311	$ -	$ -
	Vendor #: 05580														
PO #:	**82212**			C.O. #1											
				C.O. #2											
				C.O. #3											
		401,241		C.O. #4											


Contingency Balance vs Utilized
100%
80%
60%
40%
20%
0%
Cathcart Construction Co.
Fiske Blvd/Broadmoor Acres...
Friday Road Improvements
Internal Recycle Pump
Osage/ Angelica Improvements
Pineda Subaqueous Pipe
Provost Park
Sea Ray Bridger Drive Water ...
VA Paving
Viera Pump Station
Grand Total
Contingency Approved %
% Utilization

Legislation Details (With Text)

File #:	24-359	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/25/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	!! Budget Classification Report Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 25, 2024
Agenda Date: July 9, 2024
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director; Stockton Whitten, City Manager
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending June 30th, 2024 (FY24) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This June 2024 (FY24) report is unaudited and preliminary.

Each of the major funds will have the following reports:

1. Budget by Account Classification Report
Summary of the annual budget, revenues collected and expenditures by fund. The detailed back-up documentation is found in the Revenue Report and the Detailed Budget Report Summary by Object

2. Revenue Report
Detail by account number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the

year to date totals, the annual budget and the unrealized balance.
- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received)

3. Detail Budget Report Summary by Object
Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
- Budget - represents either the current period or year to date prorated budget
- Actual - represents actual cash expenditures either in the current period or year to date
- % Exp. - the percentage of actual expenditures vs. budget
- Encumbrance - encumbered amount
- Annual Budget - annual budget
- Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
- % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY 2024 Budget by Classification Report - Summary Listing

6/30/2024

Target for June 2024 is 75%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 14,423,032	$ -	$ 13,808,109	$ 614,923	96%
OTHER PERMITS AND FEES	$ 5,181,777	$ -	$ 4,857,193	$ 324,584	94%
INTERGOVERNMENTAL	$ 3,080,077	$ -	$ 6,031,338	$ (2,951,261)	196%
CHARGES FOR SERVICES	$ 7,786,730	$ -	$ 5,809,574	$ 1,977,156	75%
FINES AND FORFEITURES	$ 15,000	$ -	$ 65,133	$ (50,133)	434%
MISCELLANEOUS	$ 1,205,471	$ -	$ 3,129,812	$ (1,924,341)	260%
****OTHER SOURCES (NON-REVENUE)**	$ 30,853,473	$ -	$ 14,220,852	$ 16,632,621	46%
REVENUE TOTALS	**$ 62,545,560**	**$ -**	**$ 47,922,012**	**$ 14,623,548**	**77%**
EXPENSE					
SALARIES AND BENEFITS	$ 29,636,281	$ 1,048	$ 18,882,784	$ 10,752,449	64%
OPERATING EXPENDITURES	$ 19,758,924	$ 3,333,286	$ 11,246,764	$ 5,178,874	57%
CAPITAL OUTLAY	$ 9,864,833	$ 3,625,911	$ 3,473,057	$ 2,765,866	35%
GRANTS, AIDS AND OTHER	$ 1,660,796	$ 25,191	$ 1,603,102	$ 32,503	97%
NON-OPERATING USES	$ 1,624,726	$ -	$ 805,969	$ 818,757	50%
EXPENSE TOTALS	**$ 62,545,560**	**$ 6,985,436**	**$ 36,011,675**	**$ 19,548,449**	**69%**
REVENUE TOTALS	**$ 62,545,560**	**$ -**	**$ 47,922,012**	**$ 14,623,548**	**77%**
EXPENSE TOTALS	**$ 62,545,560**	**$ 6,985,436**	**$ 36,011,675**	**$ 19,548,449**	**69%**
	$ -	**$ (6,985,436)**	**$ 11,910,337**	**$ (4,924,901)**	

*Unaudited

**Fund Balance is a budgeted revenue, not actual revenue.

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310		TAXES								
311		AD VALOREM								
10	00	CURRENT TAXES	886,836	121,425.52	14	7,981,524	10,417,969.33	131	10,642,032	224,062.67
20	00	DELINQUENT TAXES	1,250	427,977.32	4238	11,250	395,510.39	3516	15,000	380,510.39-
25	00	PENALTIES RE: TAXES	1,666	22,398.62	1345	14,994	36,093.65	241	20,000	16,093.65-
30	00	TAX CERTIFICATES	16,666	.00		149,994	.00		200,000	200,000.00
311	**	AD VALOREM	906,418	571,801.46	63	8,157,762	10,849,573.37	133	10,877,032	27,458.63
312		SALES USE AND FUEL TAXES								
41	00	LOCAL OPTION GAS TAX 6 CT	54,166	62,222.00	115	487,494	417,814.38	86	650,000	232,185.62
312	**	SALES USE AND FUEL TAXES	54,166	62,222.00	115	487,494	417,814.38	86	650,000	232,185.62
314		UTILITY SERVICE TAX								
10	00	ELECTRICITY	133,333	177,631.04	133	1,199,997	1,495,813.35	125	1,600,000	104,186.65
30	00	WATER-COCOA	33,333	42,027.81	126	299,997	357,887.25	119	400,000	42,112.75
40	00	GAS	4,583	.00		41,247	39,493.58	96	55,000	15,506.42
80	00	PROPANE	2,000	15,698.16	785	18,000	34,070.96	189	24,000	10,070.96-
314	**	UTILITY SERVICE TAX	173,249	235,357.01	136	1,559,241	1,927,265.14	124	2,079,000	151,734.86
315		COMMUNICATION SERVICE TAX								
00	00	COMMUNICATION SERVICE TAX	55,833	52,767.25	95	502,497	487,914.34	97	670,000	182,085.66
315	**	COMMUNICATION SERVICE TAX	55,833	52,767.25	95	502,497	487,914.34	97	670,000	182,085.66
316		LOCAL BUSINESS TAX								
00	00	LOCAL BUSINESS TAX	12,250	12,460.74	102	110,250	125,541.60	114	147,000	21,458.40
316	**	LOCAL BUSINESS TAX	12,250	12,460.74	102	110,250	125,541.60	114	147,000	21,458.40
310	***	TAXES	1,201,916	934,608.46		10,817,244	13,808,108.83		14,423,032	614,923.17
320		OTHER PERMITS & FEES								
322		BUILDING PERMITS								
322	**	BUILDING PERMITS	0	.00		0	.00		0	.00
323		FRANCHISE FEES								
10	00	ELECTRICITY	108,333	137,506.25	127	974,997	983,440.80	101	1,300,000	316,559.20
40	00	GAS	7,083	.00		63,747	59,727.19	94	85,000	25,272.81
70	00	SOLID WASTE	25,000	26,790.41	107	225,000	238,881.62	106	300,000	61,118.38
323	**	FRANCHISE FEES	140,416	164,296.66	117	1,263,744	1,282,049.61	101	1,685,000	402,950.39
325		SPECIAL ASSESSMENT								
22	01	FIRE ASSESSMENT	273,231	22,743.22	8	2,459,079	3,185,279.70	130	3,278,777	93,497.30
22	02	F ASSMNT DELINQ TAXES	250	229,597.20	1839	2,250	209,561.45	9314	3,000	206,561.45-

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
22	03	F ASSMNT PENALTIES	416	11,263.00	2708	3,744	12,648.90	338	5,000	7,648.90-
22	04	F ASSMNT TAX CERTS	11,666	.00		104,994	.00		140,000	140,000.00
22	*	FIRE PROTECTION	285,563	263,603.42	92	2,570,067	3,407,490.05	133	3,426,777	19,286.95
325	**	SPECIAL ASSESSMENT	285,563	263,603.42	92	2,570,067	3,407,490.05	133	3,426,777	19,286.95
329		OTHER PERMITS & FEES								
10	01	FIRE INSPECTION FEES	2,500	550.00	22	22,500	690.00	3	30,000	29,310.00
10	02	FIRE INSPEC FEE-PDCS CHGS	0	960.00		0	960.00		0	960.00-
10	*	INSPECTION FEES	2,500	1,510.00	60	22,500	1,650.00	7	30,000	28,350.00
25	00	PLANNING AND ZONING	3,333	9,475.00	284	29,997	148,503.60	495	40,000	108,503.60-
25	01	PLANNIING CONS FEES	0	17,500.00		0	17,500.00		0	17,500.00-
25	*	PLANNING AND ZONING	3,333	26,975.00	809	29,997	166,003.60	553	40,000	126,003.60-
329	**	OTHER PERMITS & FEES	5,833	28,485.00	488	52,497	167,653.60	319	70,000	97,653.60-
320	***	OTHER PERMITS & FEES	431,812	456,385.08		3,886,308	4,857,193.26		5,181,777	324,583.74
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
20	19	JAG 2020-DJ-BX-0410	0	.00		0	16,617.00-		0	16,617.00
20	22	JAG 21-GG-01363	0	.00		0	.40		0	.40-
20	23	BULLET PROOF VEST 2021	307	.00		2,149	1,532.70	71	3,066	1,533.30
20	25	JAG 2022-22-GG-02810	0	.00		0	13,800.00		0	13,800.00-
20	26	BULLET PROOF VEST 2022	196	.00		1,372	1,539.80	112	1,960	420.20
20	27	VOCA-2023-COCOA PD-00042	8,822	7,732.80	88	85,926	40,386.22	47	112,393	72,006.78
20	28	JAG 2023-23-GG-03233	1,298	.00		11,682	.00		15,572	15,572.00
20	29	BULLET PROOF VEST 2023	1,078	.00		9,702	.00		12,940	12,940.00
20	*	PUBLIC SAFETY	11,701	7,732.80	66	110,831	40,642.12	37	145,931	105,288.88
70	02	AFRICAN AM MUSE-GR2111	1,770	.00		12,390	12,300.00-	99	17,700	30,000.00
331	**	FEDERAL GRANTS	13,471	7,732.80	57	123,221	28,342.12	23	163,631	135,288.88
333		PAYMENT IN LIEU OF TAXES								
333	**	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		0	.00
334		STATE GRANT								
50	55	RESILIENT FL-FDEP 24PLN48	15,000	.00		30,000	.00		75,000	75,000.00
50	*	ECONOMIC ENVIRONMENT	15,000	.00		30,000	.00		75,000	75,000.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
70	11	HTMOORE RESTOR-GR23HM	24,497	.00		75,171	3,938.75-	5	148,664	152,602.75
334	**	STATE GRANT	39,497	.00		105,171	3,938.75-	4	223,664	227,602.75
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	66,416	61,503.93	93	597,744	553,535.31	93	797,000	243,464.69
12	20	8TH CNT MUNICIPAL GAS TAX	13,333	13,318.37	100	119,997	119,865.33	100	160,000	40,134.67
12	*	STATE REVENUE SHARING	79,749	74,822.30	94	717,741	673,400.64	94	957,000	283,599.36
14	00	MOBILE HOME LICENSES	2,083	4,851.12	233	18,747	26,678.30	142	25,000	1,678.30-
15	00	ALCOHOLIC BEVERAGE	2,083	.00		18,747	18,280.59	98	25,000	6,719.41
18	00	LOCAL GOVERNMENT 1/2 CENT	108,333	122,608.57	113	974,997	957,302.45	98	1,300,000	342,697.55
21	00	FIREFIGHTER SUPPLEMENTAL	1,333	3,720.00	279	11,997	15,554.25	130	16,000	445.75
29	21	POL PEN STATE CONTR	17,287	.00		155,583	.00		207,445	207,445.00
29	22	FIRE PEN STATE CONTR	11,861	.00		106,749	.00		142,337	142,337.00
29	*	OTHER PUBLIC SAFETY	29,148	.00		262,332	.00		349,782	349,782.00
41	00	FUEL TAX REFUNDS	1,666	8,477.70	509	14,994	15,718.28	105	20,000	4,281.72
335	**	STATE SHARED REVENUES	224,395	214,479.69	96	2,019,555	1,706,934.51	85	2,692,782	985,847.49
337		GRANTS FROM LOCAL UNITS								
30	*	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
10	06	SR524 Widening	0	.00		0	4,300,000.00		0	4,300,000.00-
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	4,300,000.00		0	4,300,000.00-
330	***	INTERGOVERNMENTAL REVENUE	277,363	222,212.49		2,247,947	6,031,337.88		3,080,077	2,951,260.88-
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
40	00	CERTIFY/COPY/SEARCH	8,274	11,620.13	140	74,466	69,904.19	94	99,295	29,390.81
90	12	PASSPORT EXECUTION FEES	250	420.00	168	2,250	2,240.00	100	3,000	760.00
341	**	GENERAL GOVERNMENT	8,524	12,040.13	141	76,716	72,144.19	94	102,295	30,150.81
342		PUBLIC SAFETY								
10	00	SVC CHG - LAW ENF SERVICE	14,666	6,450.00	44	131,994	52,527.50	40	176,000	123,472.50
10	02	SCHOOL RES OFFICER	22,833	51,375.00	225	205,497	239,750.00	117	274,000	34,250.00
10	*	SVC CHG - LAW ENF SERVICE	37,499	57,825.00	154	337,491	292,277.50	87	450,000	157,722.50

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
20	00	SVC CHG - FIRE PROTECTION	2,500	2,250.00	90	22,500	23,317.50	104	30,000	6,682.50
90	00	OTHER PUBLIC SAFETY	83	.00		747	.00		1,000	1,000.00
90	01	FALSE ALARM FEES	625	.00		5,625	2,250.00	40	7,500	5,250.00
90	*	OTHER PUBLIC SAFETY	708	.00		6,372	2,250.00	35	8,500	6,250.00
342	**	PUBLIC SAFETY	40,707	60,075.00	148	366,363	317,845.00	87	488,500	170,655.00
343		PHYSICAL ENVIRONMENT								
37	10	BREVARD COUNTY	50,824	.00		457,416	427,029.09	93	609,898	182,868.91
37	11	ROCKLEDGE	28,236	29,933.31	106	254,124	266,030.53	105	338,832	72,801.47
37	12	SUN LAKE	367	383.40	105	3,303	2,274.30	69	4,404	2,129.70
37	13	CLNY PK-M.I.UTIL CO.	186	206.55	111	1,674	1,819.10	109	2,236	416.90
37	16	COCOA BEACH	10,616	11,106.87	105	95,544	99,508.79	104	127,401	27,892.21
37	17	CAPE CANAVERAL	9,035	10,776.08	119	81,315	84,868.95	104	108,426	23,557.05
37	18	TITUSVILLE	406	411.75	101	3,654	3,744.10	103	4,879	1,134.90
37	*	WATER BILLING SERVICES	99,670	52,817.96	53	897,030	885,274.86	99	1,196,076	310,801.14
39	01	SERVICE CHARGES	75,000	62,709.56	84	675,000	662,451.66	98	900,000	237,548.34
39	03	ADMIN CHARGES	40,000	47,655.00	119	360,000	405,720.00	113	480,000	74,280.00
39	04	PENALTIES	60,000	57,998.58	97	540,000	513,330.97	95	720,000	206,669.03
39	05	NSF CHECKS	2,500	4,452.25	178	22,500	42,066.16	187	30,000	12,066.16-
39	13	HIGH CONSUMP CHGS	400	1,200.00	300	3,600	16,560.00	460	4,800	11,760.00-
39	*	WATER OTHER INCOME	177,900	174,015.39	98	1,601,100	1,640,128.79	102	2,134,800	494,671.21
41	10	SOLID WASTE	229,801	241,031.25	105	2,068,209	2,093,945.07	101	2,757,617	663,671.93
41	20	RECYCLING REVENUE	33,735	34,374.67	102	303,615	312,795.08	103	404,831	92,035.92
41	30	GREEN WASTE	38,327	42,443.13	111	344,943	385,772.89	112	459,933	74,160.11
41	*	GARBAGE COLLECTION	301,863	317,849.05	105	2,716,767	2,792,513.04	103	3,622,381	829,867.96
90	01	FDOT MEDIAN MAINT	5,016	.00		45,144	31,265.00	69	60,200	28,935.00
90	03	FDOT MNT SIGNAL/HWY LIGHT	10,550	.00		94,950	.00		126,610	126,610.00
90	*	OTHER PHYSICAL ENVIRON	15,566	.00		140,094	31,265.00	22	186,810	155,545.00
343	**	PHYSICAL ENVIRONMENT	594,999	544,682.40	92	5,354,991	5,349,181.69	100	7,140,067	1,790,885.31
347		CULTURE/RECREATION								
20	10	GAZEBO-PAVILLION RENTAL	83	.00		747	573.75	77	1,000	426.25
20	11	SERVICE FEES	0	1,087.25		0	7,616.14		0	7,616.14-
20	*	PARKS & RECREATION	83	1,087.25	1310	747	8,189.89	1096	1,000	7,189.89-
39	10	PORCHER HOUSE - REVENUES	833	940.00	113	7,497	8,230.00	110	10,000	1,770.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
39 11	TENANT MAINTENANCE FEES	100	101.51	102	900	913.59	102	1,200	286.41
39 20	COCOA CIVIC CENTER	833	709.96	85	7,497	13,898.93	185	10,000	3,898.93-
39 30	RIVERFRONT PARK	666	.00		5,994	3,250.47	54	8,000	4,749.53
39 *	OTHER CULTURAL SERVICES	2,432	1,751.47	72	21,888	26,292.99	120	29,200	2,907.01
40 05	SPECIAL EVENT PERMITS	1,666	6,050.00	363	14,994	31,250.00	208	20,000	11,250.00-
50 10	EVENT FEES	280	1,050.00	375	2,520	2,667.35	106	3,368	700.65
50 30	ADVERTISING/SPONSORSHIPS	91	.00		819	.00		1,100	1,100.00
50 50	MISC FURNISHINGS	100	.00		900	2,003.25	223	1,200	803.25-
50 *	SPECIAL REC FACILITIES	471	1,050.00	223	4,239	4,670.60	110	5,668	997.40
347 **	CULTURE/RECREATION	4,652	9,938.72	214	41,868	70,403.48	168	55,868	14,535.48-
340 ***	CHARGES FOR SERVICES	648,882	626,736.25		5,839,938	5,809,574.36		7,786,730	1,977,155.64
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,250	1,659.78	133	11,250	65,132.87	579	15,000	50,132.87-
351 **	JUDGMENTS AND FINES	1,250	1,659.78	133	11,250	65,132.87	579	15,000	50,132.87-
350 ***	FINES AND FORFEITURES	1,250	1,659.78		11,250	65,132.87		15,000	50,132.87-
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	10,000	3,675.28	37	90,000	29,536.54	33	120,000	90,463.46
10 02	INVESTMENT INTEREST	10,000	152,693.11	1527	90,000	1,315,204.90	1461	120,000	1,195,204.90-
10 10	FLORIDA PRIME INTEREST	50	56,584.06	3168	450	512,763.22	3947	600	512,163.22-
10 11	INTEREST/CBOS	91	.00		819	.00		1,100	1,100.00
10 *	INTEREST	20,141	212,952.45	1057	181,269	1,857,504.66	1025	241,700	1,615,804.66-
30 00	NET INC/DEC FMV INVESTMNT	0	.00		0	139,894.93		0	139,894.93-
35 *	MISCELLANEOUS INTEREST	0	.00		0	.00		0	.00
40 00	GAIN/(LOSS) SALE INVEST	0	.00		0	14,954.17-		0	14,954.17
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	14,954.17-		0	14,954.17
361 **	INTEREST & OTHER EARNINGS	20,141	212,952.45	1057	181,269	1,982,445.42	1094	241,700	1,740,745.42-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	11,108	4,791.66	43	99,972	151,520.03	152	133,300	18,220.03-
39 10	PORCHER HOUSE-TENANTS	583	1,370.16	235	5,247	12,331.44	235	7,000	5,331.44-

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
39 20	CIVIC CENTER-TENANTS	658	660.00	100	5,922	5,940.00	100	7,900	1,960.00
39 *	RENTALS AND LEASES	1,241	2,030.16	164	11,169	18,271.44	164	14,900	3,371.44-
362 **	RENT AND ROYALTIES	12,349	6,821.82	55	111,141	169,791.47	153	148,200	21,591.47-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	52,500	123.30		367,500	545,927.50	149	525,000	20,927.50-
364 **	DISPOSITION FIXED ASSETS	52,500	123.30		367,500	545,927.50	149	525,000	20,927.50-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	0	738.60		0	1,371.45		0	1,371.45-
365 **	SALE SURPLUS MTRLS &SCRAP	0	738.60		0	1,371.45		0	1,371.45-
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	27,628.00		0	27,628.00-
10 10	CONTRIBS FOR K-9	1,702	.00		5,418	7,800.00	144	10,526	2,726.00
10 *	DONATIONS-PRIVATE SOURCES	1,702	.00		5,418	7,800.00	144	10,526	2,726.00
366 **	CONTRIBUTIONS & DONATIONS	1,702	.00		5,418	35,428.00	654	10,526	24,902.00-
368	PENSION CONTRIBUTIONS								
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	12,489	14,772.80	118	74,934	201,065.61	268	112,400	88,665.61-
90 03	CODE ENF ABATE/DEMO REV	8,333	3,992.08	48	74,997	116,892.17	156	100,000	16,892.17-
90 04	MISC. POLICE REVENUES	708	105.81	15	6,372	731.42	12	8,500	7,768.58
90 05	INVESTIGATIVE COSTS REIM	4,512	4,663.12	103	40,608	31,032.92	76	54,145	23,112.08
90 09	PROPERTY REGISTRATION	416	2,600.00	625	3,744	4,200.00	112	5,000	800.00
90 12	LEISURE SVCS -CANCEL FEES	0	.00		0	831.25		0	831.25-
90 *	OTHER MISC REVENUES	26,458	26,133.81	99	200,655	354,753.37	177	280,045	74,708.37-
96 00	INSURANCE REFUND/PROCEEDS	0	3,625.84		0	40,095.21		0	40,095.21-
369 **	OTHER MISC REVENUES	26,458	29,759.65	113	200,655	394,848.58	197	280,045	114,803.58-
360 ***	MISCELLANEOUS REVENUES	113,150	250,395.82		865,983	3,129,812.42		1,205,471	1,924,341.42-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 10	TRF FROM COCOA CRA (110)	18,566	18,566.67	100	167,094	167,100.03	100	222,800	55,699.97

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91 11	TRF FROM DIAMOND SQ (111)	0	.00		800,000	800,000.00	100	800,000	.00
91 14	TRF FROM ARPA (130)	0	13,377.09		0	13,377.09		0	13,377.09-
91 *	TRANSFER FROM	18,566	31,943.76	172	967,094	980,477.12	101	1,022,800	42,322.88
94 21	TRANS FR 421 OH ALLOC	664,154	664,154.00	100	5,977,386	5,977,386.00	100	7,969,848	1,992,462.00
94 23	TRANS FR 423 OH ALLOC	26,041	26,041.92	100	234,369	234,377.28	100	312,503	78,125.72
94 *	INTERFUND TRANSFER	690,195	690,195.92	100	6,211,755	6,211,763.28	100	8,282,351	2,070,587.72
381 **	INTERFUND TRANSFER	708,761	722,139.68	102	7,178,849	7,192,240.40	100	9,305,151	2,112,910.60
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS (ROI)	640,777	640,777.92	100	5,766,993	5,767,001.28	100	7,689,335	1,922,333.72
40 01	6% PILOFF	140,178	140,178.92	100	1,261,602	1,261,610.28	100	1,682,147	420,536.72
40 *	CONTRIBUTIONS (ROI)	780,955	780,956.84	100	7,028,595	7,028,611.56	100	9,371,482	2,342,870.44
382 **	CONTRIBUTIONS ENTERPRISE	780,955	780,956.84	100	7,028,595	7,028,611.56	100	9,371,482	2,342,870.44
384	DEBT PROCEEDS								
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	1,124,519	.00		8,803,285	.00		12,176,840	12,176,840.00
99 *	BALANCE FORWARD	1,124,519	.00		8,803,285	.00		12,176,840	12,176,840.00
389 **	NON OPERATING SOURCES	1,124,519	.00		8,803,285	.00		12,176,840	12,176,840.00
380 ***	OTHER SOURCES(NON-REV)	2,614,235	1,503,096.52		23,010,729	14,220,851.96		30,853,473	16,632,621.04
FUND TOTAL	GENERAL FUND	5,288,608	3,995,094.40		46,679,399	47,922,011.58		62,545,560	14,623,548.42
GRAND TOTAL		5,288,608	3,995,094.40		46,679,399	47,922,011.58		62,545,560	14,623,548.42

REPORT SELECTIONS

Fiscal year . . . . . : 2024
Fund . . . . . : 001
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	80359	72150.60	90	744786	676113.59	91	.00	985919	309805.41	69
11 **	EXECUTIVE SALARIES	80359	72150.60	90	744786	676113.59	91	.00	985919	309805.41	69
12-00	REGULAR SALARIES & WAGES	1124135	975538.53	87	10728412	9191349.58	86	.00	14100952	4909602.42	65
12-06	SALARIES/CONTRACTUAL	9896	10343.50	105	87812	82355.00	94	.00	117500	35145.00	70
12-07	EMS 1ST RESPONDER	0	.00	0	0	.00	0	.00	0	.00	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	25893	4839.73	19	132037	164309.84	124	.00	209742	45432.16	78
12 **	REGULAR SALARIES & WAGES	1159924	990721.76	85	10948261	9438014.42	86	.00	14428194	4990179.58	65
13-00	OTHER SALARIES & WAGES	100831	86756.83	86	780357	702111.77	90	.00	1082892	380780.23	65
13 **	OTHER SALARIES & WAGES	100831	86756.83	86	780357	702111.77	90	.00	1082892	380780.23	65
14-00	OVERTIME	122160	77005.69	63	688685	822328.63	119	.00	1055237	232908.37	78
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	122160	77005.69	63	688685	822328.63	119	.00	1055237	232908.37	78
15-00	SPECIAL PAY	32848	37410.93	114	290711	305810.96	105	.00	389296	83485.04	79
15 **	SPECIAL PAY	32848	37410.93	114	290711	305810.96	105	.00	389296	83485.04	79
20-00	CLOTHING/SHOE ALLOWANCE	1846	7375.00	400	16614	13906.93	84	.00	22168	8261.07	63
20 **	CLOTHING/SHOE ALLOWANCE	1846	7375.00	400	16614	13906.93	84	.00	22168	8261.07	63
21-00	FICA TAXES	112242	95815.11	85	1006250	900685.75	90	.00	1343101	442415.25	67
21 **	FICA TAXES	112242	95815.11	85	1006250	900685.75	90	.00	1343101	442415.25	67
22-00	RETIREMENT CONTRIBUTIONS	106810	98878.50	93	951445	925029.90	97	.00	1272004	346974.10	73
22-01	FIRE PENSION	225715	187013.68	83	2031435	1794457.30	88	.00	2708603	914145.70	66
22-02	STATE CONTRIBUTIONS	29148	.00	0	262332	.00	0	.00	349782	349782.00	0
22-03	NON-FRS RETIREMENT PLAN	2963	2830.84	96	26667	26554.96	100	.00	35580	9025.04	75
22 **	RETIREMENT CONTRIBUTIONS	364636	288723.02	79	3271879	2746042.16	84	.00	4365969	1619926.84	63
23-00	INSURANCES	5721	4265.63	75	50820	36417.65	72	.00	68086	31668.35	54

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-02	MEDICARE PART B	34275	41678.40	122	308475	303280.22	98	1048.20	411300	106971.58	74
23-04	MEDICAL	317120	250705.29	79	2879132	2122701.76	74	.00	3830582	1707880.24	55
23-05	HEALTH GF RETIREES 50%	5287	4180.05	79	48971	34369.30	70	.00	64828	30458.70	53
23-06	HEALTH GF RETIREES 100%	24415	16714.66	69	219735	184801.24	84	.00	292980	108178.76	63
23-07	DENTAL INSURANCE	15413	12178.13	79	137722	104343.67	76	.00	184088	79744.33	57
23-08	VISION INSURANCE	2727	2186.50	80	24383	18713.06	77	.00	32744	14030.94	57
23-09	LONG TERM DISABILITY	4188	4135.03	99	37548	34868.64	93	.00	50234	15365.36	69
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	409146	336043.69	82	3706786	2839495.54	77	1048.20	4934842	2094298.26	58
24-00	WORKER'S COMPENSATION	64299	28114.64	44	576753	273742.88	48	.00	769764	496021.12	36
24 **	WORKER'S COMPENSATION	64299	28114.64	44	576753	273742.88	48	.00	769764	496021.12	36
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	7497	2200.00	29	.00	10000	7800.00	22
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	7497	2200.00	29	.00	10000	7800.00	22
27-00	BENEFIT OFFSET	21200	18654.04	88	185303	162331.29	88	.00	248899	86567.71	65
27 **	BENEFIT OFFSET	21200	18654.04	88	185303	162331.29	88	.00	248899	86567.71	65
28-00	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	55027	88797.54	161	409129	312215.01	76	190131.18	574223	71876.81	88
31-01	LEGAL EXPENSES	41655	31525.18	76	375021	292065.64	78	196514.36	499988	11408.00	98
31-02	MEDICAL SERVICES	4644	1238.25	27	41796	34115.80	82	16643.75	55730	4970.45	91
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1158	.00	0	10422	13905.00	133	.00	13905	.00	100
31-11	USDA MANAGE FOREST GRANT	0	.00	0	0	.00	0	.00	0	.00	0
31-15	AFRICAN AM MUSE-GR2111	1770	.00	0	12390	17700.00	143	.00	17700	.00	100

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
31-16	HTMOORE RESTOR-GR23HM	420	.00	0	2940	.00	0	4203.50	4204	.50	100
31-17	RESILIENT FL-FDEP 24PLN48	15000	.00	0	30000	.00	0	.00	75000	75000.00	0
31-33	EMPLOYEE HEALTH CENTER	34768	37472.55	108	312912	277662.11	89	139558.89	417221	.00	100
31 **	PROFESSIONAL SERVICES	154442	159033.52	103	1194610	947663.56	79	547051.68	1657971	163255.76	90
32-00	ACCOUNTING & AUDITING	6333	.00	0	56997	67000.00	118	.00	76000	9000.00	88
32 **	ACCOUNTING & AUDITING	6333	.00	0	56997	67000.00	118	.00	76000	9000.00	88
34-00	CONTRACT SERVICES	143766	203120.87	141	1291992	2442545.11	189	717713.33	1723358	1436900.44-	183
34-03	CUSTOMER SERVICE CONTRACT	277010	282817.38	102	2493090	2204287.30	88	.00	3324121	1119833.70	66
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	36000	25902.65	72	324000	264451.85	82	146420.65	432000	21127.50	95
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34-23	JAG 2022-22-GG-02810	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	456776	511840.90	112	4109082	4911284.26	120	864133.98	5479479	295939.24-	105
39-00	CONTINGENCY	126965	.00	0	1453921	.00	0	.00	1834826	1834826.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	126965	.00	0	1453921	.00	0	.00	1834826	1834826.00	0
40-00	TRAVEL & PER DIEM	7936	5222.40	66	78092	26172.10	34	.00	102023	75850.90	26
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
40-23	VOCA-2023-COCOA PD-00042	427	.00	0	854	.00	0	.00	2136	2136.00	0
40 **	TRAVEL & PER DIEM	8363	5222.40	62	78946	26172.10	33	.00	104159	77986.90	25
41-00	COMMUNICATION	34919	12056.38	35	308496	293373.86	95	79109.16	413302	40818.98	90
41-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
41 **	COMMUNICATION	34919	12056.38	35	308496	293373.86	95	79109.16	413302	40818.98	90

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
42-00	POSTAGE & FREIGHT	47605	6217.53	13	387105	303779.16	79	205766.02	530019	20473.82	96
42 **	POSTAGE & FREIGHT	47605	6217.53	13	387105	303779.16	79	205766.02	530019	20473.82	96
43-00	ELECTRIC/WATER/SEWER	75991	59641.81	79	683660	494412.20	72	374641.66	911649	42595.14	95
43 **	ELECTRIC/WATER/SEWER	75991	59641.81	79	683660	494412.20	72	374641.66	911649	42595.14	95
44-00	RENTALS AND LEASES	4415	.00	0	40713	40155.72	99	9137.52	53980	4686.76	91
44 **	RENTALS AND LEASES	4415	.00	0	40713	40155.72	99	9137.52	53980	4686.76	91
45-00	INSURANCE	73440	177501.17	242	690164	730381.97	106	.00	910499	180117.03	80
45 **	INSURANCE	73440	177501.17	242	690164	730381.97	106	.00	910499	180117.03	80
46-00	REPAIRS & MAINTENANCE	117322	90550.27	77	901638	593288.00	66	290296.55	1253635	370050.45	71
46-02	REPAIR/MAINT BUILDING	33067	40878.59	124	300690	192356.22	64	134772.78	399895	72766.00	82
46-03	REPAIR/MAINT-VEHICLES	40366	30046.72	74	357477	276226.07	77	1620.31	478653	200806.62	58
46-04	HTMOORE RESTOR-GR23HM	48153	.00	0	144459	.00	0	277259.63	288920	11660.37	96
46-05	HYDRANT FEES	21649	21585.33	100	194841	194267.97	100	.00	259797	65529.03	75
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	260557	183060.91	70	1899105	1256138.26	66	703949.27	2680900	720812.47	73
47-00	PRINTING & BINDING	9921	1.00-	0	122921	81646.59	66	57208.30	152755	13900.11	91
47 **	PRINTING & BINDING	9921	1.00-	0	122921	81646.59	66	57208.30	152755	13900.11	91
48-00	PROMOTIONAL ACTIVITIES	5274	742.28	14	51332	30403.18	59	.00	67198	36794.82	45
48-11	BUSINESS ASSIST. PROGRAM	41	.00	0	369	.00	0	.00	500	500.00	0
48 **	PROMOTIONAL ACTIVITIES	5315	742.28	14	51701	30403.18	59	.00	67698	37294.82	45
49-00	OTHER CHARGES & OBLIG.	22896	4090.57	18	188518	119600.64	63	113925.01	257311	23785.35	91
49-02	ADVERTISING	124	.00	0	1116	.00	0	.00	1500	1500.00	0
49-06	BROWNFIELD PROG CITY COST	416	.00	0	3744	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	4650.47-	0	0	31867.32-	0	.00	0	31867.32	0
49-08	CASH OVER/SHORT	0	1.00	0	0	1.00	0	.00	0	1.00-	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
49-21	PD INVESTIGATIVE FUNDS	2083	.00	0	18747	1180.00	6	.00	25000	23820.00	5
49-23	COM CRIME PREV (SPOT)	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	25519	558.90-	2-	212125	88914.32	42	113925.01	288811	85971.67	70
51-00	OFFICE SUPPLIES	3945	883.80	22	36320	13918.79	38	.00	48269	34350.21	29
51-39	VOCA-2023-COCOA PD-00042	50	208.99	418	150	208.99	139	.00	300	91.01	70
51 **	OFFICE SUPPLIES	3995	1092.79	27	36470	14127.78	39	.00	48569	34441.22	29
52-00	OPERATING SUPPLIES	86634	34641.35	40	714553	721921.11	101	71843.95	974566	180800.94	81
52-02	UNIFORMS-PURCHASED	8851	2622.05	30	67798	47762.06	70	43023.75	94374	3588.19	96
52-05	EMS 1st RESP-CONSUM SUPP	4780	3422.61	72	43164	26459.41	61	20951.82	57505	10093.77	82
52-07	JANITORIAL SUPPLIES	4482	2994.03	67	40338	28627.79	71	.00	53805	25177.21	53
52-10	HEATING FUEL	474	316.81	67	4266	2349.84	55	3338.16	5688	.00	100
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	307	.00	0	2149	3065.40	143	.00	3066	.60	100
52-26	BULLET PROOF VEST 2022	392	.00	0	2744	3919.00	143	1.00	3920	.00	100
52-30	FUEL, OIL, & LUBRICANTS	27576	24869.13	90	259395	178118.64	69	.00	342195	164076.36	52
52-33	EMPLOYEE HEALTH CENTER	15729	17266.70	110	141561	106294.69	75	82455.31	188750	.00	100
52-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	0	.00	0	0	.00	0	.00	0	.00	0
52-37	JAG 23-GG-03233	1298	.00	0	11682	15572.00	133	.00	15572	.00	100
52-38	BULLET PROOF VEST 2023	2156	1255.00	58	19404	20444.08	105	5435.92	25880	.00	100
52-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	152679	87387.68	57	1307054	1154534.02	88	227049.91	1765321	383737.07	78
53-00	ROAD MATERIALS/SUPPLIES	3847	3278.87	85	34623	33060.28	96	7106.35	46175	6008.37	87
53 **	ROAD MATERIALS/SUPPLIES	3847	3278.87	85	34623	33060.28	96	7106.35	46175	6008.37	87

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
54-00	MEMBERSHIP/PUBLICATIONS	5141	3879.20	76	51619	33935.47	66	.00	67177	33241.53	51
54 **	MEMBERSHIP/PUBLICATIONS	5141	3879.20	76	51619	33935.47	66	.00	67177	33241.53	51
55-00	TRAINING	16319	6913.26	42	152860	58250.11	38	3554.46	201935	140130.43	31
55-01	EDA PROGRAM	2251	.00	0	17423	7345.01	42	8598.50	24182	8238.49	66
55-02	P/F HS RECRUITMENT	2641	.00	0	11287	6521.79	58	12433.38	19208	252.83	99
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
55-36	VOCA-2023-COCOA PD-00042	260	.00	0	520	.00	0	1300.00	1300	.00	100
55 **	TRAINING	21471	6913.26	32	182090	72116.91	40	25886.34	246625	148621.75	40
56-15	IT-RELATED OPERATING EXP	182347	51878.11	29	1875851	667664.02	36	118320.95	2423009	1637024.03	32
56-16	FL CYBERSECURITY	0	.00	0	0	.00	0	.00	0	.00	0
56 **	TECHNOLOGY SYSTEMS	182347	51878.11	29	1875851	667664.02	36	118320.95	2423009	1637024.03	32
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	24138	.00	0	168966	.00	0	.00	241379	241379.00	0
61 **	LAND	24138	.00	0	168966	.00	0	.00	241379	241379.00	0
62-00	BUILDINGS	213269	.00	0	1116983	84183.00	8	.00	1756794	1672611.00	5
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	213269	.00	0	1116983	84183.00	8	.00	1756794	1672611.00	5
63-00	INFRASTRUCTURE	162719	116624.85	72	1446158	708699.51	49	1135339.81	1934313	90273.68	95
63-07	IMPROVE OTHER THAN BLDG	182003	244435.54	134	1674305	1620999.41	97	459047.14	2220324	140277.45	94

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGPII	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63-17	FIND BV-CO-23-159 WTRF P1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	344722	361060.39	105	3120463	2329698.92	75	1594386.95	4154637	230551.13	95
64-00	MACHINERY AND EQUIPMENT	345484	55432.85	16	2611920	1015838.18	39	2031523.55	3648400	601038.27	84
64-15	IT HARDWARE	2958	.00	0	54738	43336.44	79	.00	63623	20286.56	68
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	348442	55432.85	16	2666658	1059174.62	40	2031523.55	3712023	621324.83	83
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71-30	LEASE - COPIERS	4273	4277.40	100	38457	38435.67	100	12842.36	51278	.03-	100
71-33	LEASED POSTAGE METER	221	.00	0	442	.00	0	1102.17	1103	.83	100
71-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
71-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
71-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
71-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
71-69	SBITA - SAMSARA	5271	.00	0	15813	20969.32	133	10653.77	31624	.91	100
71 **	DEBT SERVICE - PRINCIPAL	9765	4277.40	44	54712	59404.99	109	24598.30	84005	1.71	100
72-30	LEASE - COPIERS	35	30.60	87	315	336.33	107	81.64	418	.03	100
72-33	LEASED POSTAGE METER	31	.00	0	62	.00	0	152.79	153	.21	100
72-60	SBITA - ESRI SGEA	0	.00	0	0	.00	0	.00	0	.00	0
72-61	SBITA - VERTEKS	0	.00	0	0	.00	0	.00	0	.00	0
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-68	SBITA - KRONOS TELSTFF	0	.00	0	0	.00	0	.00	0	.00	0
72-69	SBITA - SAMSARA	236	.00	0	708	1055.48	149	358.63	1415	.89	100
72 **	DEBT SERVICE - INTEREST	302	30.60	10	1085	1391.81	128	593.06	1986	1.13	100
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	128525	.00	0	1156725	1542305.00	133	.00	1542305	.00	100
81 **	AIDS TO GOVT AGENCY	128525	.00	0	1156725	1542305.00	133	.00	1542305	.00	100
82-01	ECON DEV INCENTIVE CONTR	1666	.00	0	14994	.00	0	.00	20000	20000.00	0
82 **	AID TO PRIVATE ORGANIZAT	1666	.00	0	14994	.00	0	.00	20000	20000.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	0	.00	0	0	.00	0	.00	0	.00	0
83-11	UPSTART COCOA PROGRAM	1041	.00	0	9369	.00	0	.00	12500	12500.00	0
83 **	OTHER GRANTS & AIDS	1041	.00	0	9369	.00	0	.00	12500	12500.00	0

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	89560	89552.08	100	806040	805968.72	100	.00	1074726	268757.28	75
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	550000	.00	0	.00	550000	550000.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	89560	89552.08	100	1356040	805968.72	59	.00	1624726	818757.28	50
FUND 001	TOTAL *********										
	GENERAL FUND	5291795	3818311.54	72	46667130	36011674.64	77	6985436.21	62545560	19548449.15	69
GRAND	TOTAL *********										
		5291795	3818311.54	72	46667130	36011674.64	77	6985436.21	62545560	19548449.15	69

FY 2024 Budget by Classification Report - Summary Listing

6/30/2024

Target for June 2024 is 75%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 77,093,525	$ -	$ 58,616,539	$ 18,476,986	76%
INTERGOVERNMENTAL/GRANTS	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 567,350	$ -	$ 1,409,064	$ (841,714)	248%
*OTHER SOURCES (NON-REVENUE)	$ 16,937,756	$ -	$ 199,904	$ 16,737,852	1%
REVENUE TOTALS	**$ 94,598,631**	**$ -**	**$ 60,225,508**	**$ 34,373,123**	**64%**
EXPENSE					
SALARIES AND BENEFITS	$ 20,545,140	$ -	$ 12,451,193	$ 8,093,947	61%
OPERATING EXPENDITURES	$ 29,160,910	$ 6,751,217	$ 13,651,337	$ 8,758,356	47%
CAPITAL OUTLAY	$ 4,623,166	$ 1,873,610	$ 264,025	$ 2,485,532	6%
GRANTS, AIDS AND OTHER	$ 479,870	$ 158,457	$ 319,263	$ 2,150	67%
NON-OPERATING USES	$ 39,789,545	$ -	$ 33,171,779	$ 6,617,766	83%
EXPENSE TOTALS	**$ 94,598,631**	**$ 8,783,283**	**$ 59,857,597**	**$ 25,957,752**	73%
REVENUE TOTALS	**$ 94,598,631**	**$ -**	**$ 60,225,508**	**$ 34,373,123**	**64%**
EXPENSE TOTALS	**$ 94,598,631**	**$ 8,783,283**	**$ 59,857,597**	**$ 25,957,752**	**73%**
**	**$ -**	**$ (8,783,283)**	**$ 367,911**	**$ 8,415,372**	

*Fund Balance is a budgeted revenue, not actual revenue.

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
31 00		WATER SALES	5,385,017	6,073,714.95	113	48,465,153	48,494,571.05	100	64,620,205	16,125,633.95
33 00		WATER CONNECTION FEE	47,267	113,604.56	240	425,403	710,605.47	167	567,211	143,394.47-
36 00		WATER HYDRANT FEES	327,416	354,127.23	108	2,946,744	3,183,282.34	108	3,928,996	745,713.66
39 06		HYDRANT RESID FLOW TEST	141	1,050.00	745	1,269	10,200.00	804	1,696	8,504.00-
39 07		BACKFLOW DEVICE TEST	12,808	19,560.26	153	115,272	175,129.69	152	153,700	21,429.69-
39 08		JUMPER METERS	61	110.00	180	549	1,920.00	350	742	1,178.00-
39 09		PLAN REVIEW/CONST INSPECT	1,060	6,000.00	566	9,540	45,000.00	472	12,720	32,280.00-
39 10		BACKFLOW PRV/RLCT TEMP	44	230.42	524	396	763.78	193	530	233.78-
39	*	WATER OTHER INCOME	14,114	26,950.68	191	127,026	233,013.47	183	169,388	63,625.47-
51 00		SEWER SALES	613,203	650,253.20	106	5,518,827	5,659,431.11	103	7,358,443	1,699,011.89
51	*	SEWER SALES	613,203	650,253.20	106	5,518,827	5,659,431.11	103	7,358,443	1,699,011.89
59 01		GREASE TRAP PERMITS	547	802.03	147	4,923	7,124.71	145	6,572	552.71-
60 00		REUSE WATER SALES	36,274	38,172.49	105	326,466	322,923.50	99	435,290	112,366.50
60 01		REUSE WATER INSTALLATION	618	1,602.04	259	5,562	5,587.48	101	7,420	1,832.52
60	*	REUSE WATER SALES	36,892	39,774.53	108	332,028	328,510.98	99	442,710	114,199.02
343	**	PHYSICAL ENVIRONMENT	6,424,456	7,259,227.18	113	57,820,104	58,616,539.13	101	77,093,525	18,476,985.87
340	***	CHARGES FOR SERVICES	6,424,456	7,259,227.18		57,820,104	58,616,539.13		77,093,525	18,476,985.87
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10 00		INTEREST	0	.00		0	46,671.61		0	46,671.61-
10 02		INVESTMENT INTEREST	41,757	45,455.49	109	375,813	511,081.37	136	501,087	9,994.37-
10	*	INTEREST	41,757	45,455.49	109	375,813	557,752.98	148	501,087	56,665.98-

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
30	00	NET INC/DEC FMV INVESTMNT	0	.00		0	704,180.71		0	704,180.71-
40	00	GAIN/(LOSS) SALE INVEST	0	.00		0	75,203.43-		0	75,203.43
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	75,203.43-		0	75,203.43
361	**	INTEREST & OTHER EARNINGS	41,757	45,455.49	109	375,813	1,186,730.26	316	501,087	685,643.26-
362		RENT AND ROYALTIES								
00	00	RENT AND ROYALTIES	114	.00		1,026	1,300.00	127	1,378	78.00
362	**	RENT AND ROYALTIES	114	.00		1,026	1,300.00	127	1,378	78.00
364		DISPOSITION FIXED ASSETS								
00	00	DISPOSITION FIXED ASSETS	0	.00		0	1,291.41-		0	1,291.41
10	00	GAIN/(LOSS)SALE OF F/A	833	270.00	32	7,497	73,086.87	975	10,000	63,086.87-
364	**	DISPOSITION FIXED ASSETS	833	270.00	32	7,497	71,795.46	958	10,000	61,795.46-
365		SALE SURPLUS MTRLS &SCRAP								
00	00	SALE SURPLUS MTRLS &SCRAP	265	1,906.90	720	2,385	14,977.60	628	3,180	11,797.60-
365	**	SALE SURPLUS MTRLS &SCRAP	265	1,906.90	720	2,385	14,977.60	628	3,180	11,797.60-
369		OTHER MISC REVENUES								
90	00	OTHER MISC REVENUES	4,308	1,641.55	38	38,772	89,731.08	231	51,705	38,026.08-
90	*	OTHER MISC REVENUES	4,308	1,641.55	38	38,772	89,731.08	231	51,705	38,026.08-
96	00	INSURANCE REFUND/PROCEEDS	0	.00		0	44,530.02		0	44,530.02-
369	**	OTHER MISC REVENUES	4,308	1,641.55	38	38,772	134,261.10	346	51,705	82,556.10-
360	***	MISCELLANEOUS REVENUES	47,277	49,273.94		425,493	1,409,064.42		567,350	841,714.42-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	24	RENEW & REPLACE (424)	16,659	.00		149,931	199,904.00	133	199,904	.00
91	*	TRANSFER FROM	16,659	.00		149,931	199,904.00	133	199,904	.00
381	**	INTERFUND TRANSFER	16,659	.00		149,931	199,904.00	133	199,904	.00
383		INSTLMT PURCH/CAP LEASE								
383	**	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	********** CURRENT ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
99	50	FUND BAL-APPROP. RESERVES	1,506,965	.00		12,216,940	.00		16,737,852	16,737,852.00
99	*	BALANCE FORWARD	1,506,965	.00		12,216,940	.00		16,737,852	16,737,852.00
389	**	NON OPERATING SOURCES	1,506,965	.00		12,216,940	.00		16,737,852	16,737,852.00
380	***	OTHER SOURCES(NON-REV)	1,523,624	.00		12,366,871	199,904.00		16,937,756	16,737,852.00
FUND TOTAL		WATER/SEWER FUND	7,995,357	7,308,501.12		70,612,468	60,225,507.55		94,598,631	34,373,123.45
GRAND TOTAL			7,995,357	7,308,501.12		70,612,468	60,225,507.55		94,598,631	34,373,123.45

REPORT SELECTIONS

Fiscal year . . . . . : 2024
Fund . . . . . : 421
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	14297	13161.60	92	128673	124377.12	97	.00	171571	47193.88	73
11 **	EXECUTIVE SALARIES	14297	13161.60	92	128673	124377.12	97	.00	171571	47193.88	73
12-00	REGULAR SALARIES & WAGES	964358	709748.59	74	8796786	7012812.92	80	.00	11689904	4677091.08	60
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	17928	7416.75	41	65837	123572.07	188	.00	119609	3963.07-	103
12-15	SETTLEMENT WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	982286	717165.34	73	8862623	7136384.99	81	.00	11809513	4673128.01	60
13-00	OTHER SALARIES & WAGES	56253	43966.21	78	464614	435069.50	94	.00	633401	198331.50	69
13 **	OTHER SALARIES & WAGES	56253	43966.21	78	464614	435069.50	94	.00	633401	198331.50	69
14-00	OVERTIME	61812	72649.68	118	556308	645178.50	116	.00	741778	96599.50	87
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	61812	72649.68	118	556308	645178.50	116	.00	741778	96599.50	87
15-00	SPECIAL PAY	175	.00	0	1575	200.00	13	.00	2100	1900.00	10
15 **	SPECIAL PAY	175	.00	0	1575	200.00	13	.00	2100	1900.00	10
20-00	CLOTHING/SHOE ALLOWANCE	1806	215.00	12	16121	19937.84	124	.00	21565	1627.16	93
20 **	CLOTHING/SHOE ALLOWANCE	1806	215.00	12	16121	19937.84	124	.00	21565	1627.16	93
21-00	FICA TAXES	84908	63931.23	75	764172	630613.12	83	.00	1018921	388307.88	62
21 **	FICA TAXES	84908	63931.23	75	764172	630613.12	83	.00	1018921	388307.88	62
22-00	RETIREMENT CONTRIBUTIONS	143487	123035.76	86	1286483	1271301.51	99	.00	1716960	445658.49	74
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	445	404.15	91	4005	3867.81	97	.00	5346	1478.19	72
22 **	RETIREMENT CONTRIBUTIONS	143932	123439.91	86	1290488	1275169.32	99	.00	1722306	447136.68	74
23-00	INSURANCES	2794	2807.70	101	25006	24672.65	99	.00	33418	8745.35	74
23-02	RETIREES OTHER INSURANCES	13138	11128.96	85	118242	92170.86	78	.00	157665	65494.14	59
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-04	MEDICAL	271247	189294.48	70	2465870	1668812.01	68	.00	3279654	1610841.99	51
23-05	HEALTH RETIREES 50%	1408	928.90-	66-	12672	6502.30	51	.00	16903	10400.70	39
23-06	HEALTH RETIREES 100%	3756	.00	0	33804	28795.90	85	.00	45074	16278.10	64
23-07	DENTAL INSURANCE	12245	8239.13	67	110205	72904.06	66	.00	146979	74074.94	50
23-08	VISION INSURANCE	2181	1526.50	70	19629	13483.82	69	.00	26217	12733.18	51
23-09	LONG TERM DISABILITY	2859	2878.28	101	25577	25314.68	99	.00	34197	8882.32	74
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	309628	214946.15	69	2811005	1932656.28	69	.00	3740107	1807450.72	52
24-00	WORKER'S COMPENSATION	42279	14513.94	34	380805	155021.85	41	.00	507678	352656.15	31
24 **	WORKER'S COMPENSATION	42279	14513.94	34	380805	155021.85	41	.00	507678	352656.15	31
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	7497	1925.00	26	.00	10000	8075.00	19
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	7497	1925.00	26	.00	10000	8075.00	19
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	13850	10700.00	77	124650	94659.59	76	.00	166200	71540.41	57
27 **	BENEFIT OFFSET	13850	10700.00	77	124650	94659.59	76	.00	166200	71540.41	57
31-00	PROFESSIONAL SERVICES	41812	247.18	1	359841	105553.20	29	76636.00	485289	303099.80	38
31-01	LEGAL EXPENSES	47264	29337.00	62	403348	115809.72	29	177844.12	545139	251485.16	54
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	347351	249566.12	72	2541539	1344849.26	53	2111457.48	3583592	127285.26	96
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	436427	279150.30	64	3304728	1566212.18	47	2365937.60	4614020	681870.22	85
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	165099	179978.61	109	1493604	601147.17	40	343655.53	1988931	1044128.30	48
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	165099	179978.61	109	1493604	601147.17	40	343655.53	1988931	1044128.30	48
39-00	CONTINGENCY	8631	.00	0	773814	.00	0	.00	799716	799716.00	0
39-02	BOND RESERVE	0	.00	0	0	.00	0	.00	0	.00	0
39-15	WAGE AND SALARY	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	8631	.00	0	773814	.00	0	.00	799716	799716.00	0
40-00	TRAVEL AND PER DIEM	2117	254.30	12	16553	6756.52	41	.00	22938	16181.48	30
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	2117	254.30	12	16553	6756.52	41	.00	22938	16181.48	30
41-00	COMMUNICATION	19218	15400.20	80	172368	132988.26	77	65427.85	230061	31644.89	86
41 **	COMMUNICATION	19218	15400.20	80	172368	132988.26	77	65427.85	230061	31644.89	86
42-00	FREIGHT & POSTAGE SERVICE	1547	597.83	39	11068	4243.60	38	.00	15740	11496.40	27
42 **	FREIGHT & POSTAGE SERVICE	1547	597.83	39	11068	4243.60	38	.00	15740	11496.40	27
43-00	ELECTRIC/WATER/SEWER	174673	181107.71	104	1572057	1509235.01	96	517837.71	2096105	69032.28	97
43 **	ELECTRIC/WATER/SEWER	174673	181107.71	104	1572057	1509235.01	96	517837.71	2096105	69032.28	97
44-00	RENTAL AND LEASES	4556	1354.96	30	30904	27250.72	88	4130.80	44600	13218.48	70
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	4556	1354.96	30	30904	27250.72	88	4130.80	44600	13218.48	70
45-00	INSURANCE	105017	235485.25	224	949244	950459.61	100	.00	1264307	313847.39	75
45 **	INSURANCE	105017	235485.25	224	949244	950459.61	100	.00	1264307	313847.39	75
46-00	REPAIRS & MAINTENANCE	515145	351462.70	68	4581946	3553315.28	78	967634.98	6127410	1606459.74	74
46-02	REPAIR/MAINT BUILDING	25100	4548.40	18	192610	39335.29	20	61431.01	267918	167151.70	38

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-03	REPAIR/MAINT-VEHICLES	27789	724.38	3	245567	141561.86	58	.00	328976	187414.14	43
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	568034	356735.48	63	5020123	3734212.43	74	1029065.99	6724304	1961025.58	71
47-00	PRINTING & BINDING	949	1357.00	143	8541	1483.00	17	20.00	11420	9917.00	13
47 **	PRINTING & BINDING	949	1357.00	143	8541	1483.00	17	20.00	11420	9917.00	13
48-00	PROMOTIONAL ACTIVITIES	2083	1525.27	73	18747	10495.27	56	1600.00	25000	12904.73	48
48 **	PROMOTIONAL ACTIVITIES	2083	1525.27	73	18747	10495.27	56	1600.00	25000	12904.73	48
49-00	OTHER CHARGES & OBLIG.	20005	10730.49	54	79249	49209.59	62	16639.00	139310	73461.41	47
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	9603.89-	0	0	49793.97-	0	.00	0	49793.97	0
49-08	CASH OVER & UNDER	0	9.78-	0	0	126.75-	0	.00	0	126.75	0
49-09	DOCUMENT RECORDING CHGS	500	252.60-	51-	4500	2168.90-	48-	3768.90	6000	4400.00	27
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-17	DAMAGED INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	20505	864.22	4	83749	2880.03-	3-	20407.90	145310	127782.13	12
51-00	OFFICE SUPPLIES	2047	1198.02	59	18423	8559.08	47	.00	24614	16054.92	35
51 **	OFFICE SUPPLIES	2047	1198.02	59	18423	8559.08	47	.00	24614	16054.92	35
52-00	OPERATING SUPPLIES	58985	55816.64	95	579349	544798.40	94	118509.16	756339	93031.44	88
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	769	317.84	41	6921	6583.42	95	.00	9240	2656.58	71
52-09	CHEMICALS	519561	594443.64	114	4751995	3969686.34	84	2220335.45	6310686	120664.21	98
52-30	FUEL OIL & LUBRICANTS	44886	31067.31	69	404244	254770.39	63	18662.45	538938	265505.16	51
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	624201	681645.43	109	5742509	4775838.55	83	2357507.06	7615203	481857.39	94

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
53-00	ROAD MATERIALS/SUPPLIES	3177	.00	0	31448	388.46	1	34611.54	41000	6000.00	85
53 **	ROAD MATERIALS/SUPPLIES	3177	.00	0	31448	388.46	1	34611.54	41000	6000.00	85
54-00	MEMBERSHIP/PUBLICATIONS	3435	185.31	5	30915	34844.57	113	.00	41245	6400.43	85
54 **	MEMBERSHIP/PUBLICATIONS	3435	185.31	5	30915	34844.57	113	.00	41245	6400.43	85
55-00	TRAINING	6433	1440.46	22	56693	31163.09	55	4463.42	76027	40400.49	47
55-01	EDA PROGRAM	416	.00	0	3744	162.42	4	.00	5000	4837.58	3
55 **	TRAINING	6849	1440.46	21	60437	31325.51	52	4463.42	81027	45238.07	44
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	327629	13068.56	4	2392449	258612.36	11	6551.13	3375369	3110205.51	8
56 **	TECHNOLOGY SYSTEMS	327629	13068.56	4	2392449	258612.36	11	6551.13	3375369	3110205.51	8
59-00	DEPRECIATION EXPENSE	0	.00	0	0	164.85	0	.00	0	164.85-	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	164.85	0	.00	0	164.85-	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	18917	.00	0	1305639	11600.00	1	669459.36	1362387	681327.64	50
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	18917	.00	0	1305639	11600.00	1	669459.36	1362387	681327.64	50
64-00	MACHINERY & EQUIPMENT	245210	103246.23	42	1978473	1063504.32	54	967994.71	2714120	682620.97	75
64-15	IT HARDWARE	51400	.00	0	392434	247502.52	63	236155.58	546659	63000.90	89
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	296610	103246.23	35	2370907	1311006.84	55	1204150.29	3260779	745621.87	77
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	1058582.31-	0	0	1058582.31-	0	.00	0	1058582.31	0
69 **	PROPRIETARY FUNDS	0	1058582.31-	0	0	1058582.31-	0	.00	0	1058582.31	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	28293	28395.11	100	254637	225235.66	89	114274.72	339510	.38-	100
71-35	SBITA - SAMSARA	6651	.00	0	19953	26461.30	133	13444.02	39905	.32-	100
71 **	PRINCIPAL	34944	28395.11	81	274590	251696.96	92	127718.74	379415	.70-	100
72-32	LEASED ASSET-GENERATOR	7848	7744.89	99	70632	63884.34	90	30285.28	94170	.38	100
72-35	SBITA - SAMSARA	298	.00	0	894	1331.90	149	452.58	1785	.52	100
72 **	DEBT SERVICE - INTEREST	8146	7744.89	95	71526	65216.24	91	30737.86	95955	.90	100
73-00	OTHER DEBT SERVICE COST	275	.00	0	2475	2350.00	95	.00	3300	950.00	71
73-32	GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	INTANG AMORT EXP	275	.00	0	2475	2350.00	95	.00	3300	950.00	71
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	900	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	900	.00	0	.00	1200	1200.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-02	TO GEN FUND ROI (001)	640777	640777.92	100	5766993	5767001.28	100	.00	7689335	1922333.72	75
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	TRANSFER TO R & R (424)	0	.00	0	15139983	14650370.00	97	.00	15139983	489613.00	97
91-25	TO RESTRCTD ASSET (425)	609019	597606.66	98	5481171	5515411.14	101	.00	7308232	1792820.86	76
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1249796	1238384.58	99	26388147	25932782.42	98	.00	30137550	4204767.58	86
94-01	TXFR TO GF OH ALLOC (001)	664154	664154.00	100	5977386	5977386.00	100	.00	7969848	1992462.00	75
94 **	INTERFUND TRANSFER	664154	664154.00	100	5977386	5977386.00	100	.00	7969848	1992462.00	75
95-01	TXFR TO GF 6% PLOFF (001)	140178	140178.92	100	1261602	1261610.28	100	.00	1682147	420536.72	75
95 **	NONOPERATING	140178	140178.92	100	1261602	1261610.28	100	.00	1682147	420536.72	75
FUND 421	TOTAL ********* WATER/SEWER FUND	6601373	4349559.39	66	74793384	59857596.66	80	8783282.78	94598631	25957751.56	73
GRAND	TOTAL *********	6601373	4349559.39	66	74793384	59857596.66	80	8783282.78	94598631	25957751.56	73

FY 2024 Budget by Classification Report - Summary Listing

6/30/2024

Target for June 2024 is 75%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 2,183,841	$ -	$ 2,246,520	$ (62,679)	103%
CHARGES FOR SERVICES	$ -	$ -	$ 7	$ (7)	0%
INTERGOVERNMENTAL/GRANT	$ 935,118	$ -	$ 28,168	$ 906,950	3%
MISCELLANEOUS	$ 9,287	$ -	$ 133,061	$ (123,774)	1433%
**OTHER SOURCES (NON-REVENUE)	$ 926,113	$ -	$ -	$ 926,113	0%
REVENUE TOTALS	**$ 4,054,359**	**$ -**	**$ 2,407,756**	**$ 1,646,603**	**59%**
EXPENSE					
SALARIES AND BENEFITS	$ 682,295	$ -	$ 311,775	$ 370,520	46%
OPERATING EXPENDITURES	$ 935,697	$ 97,305	$ 306,161	$ 532,231	33%
CAPITAL OUTLAY	$ 2,120,717	$ 791,037	$ 1,093,237	$ 236,443	52%
OTHER SOURCES (NON-REVENUE)	$ 3,147	$ 1,049	$ 2,098	$ 1	67%
NON-OPERATING USES	$ 312,503	$ -	$ 234,377	$ 78,126	75%
EXPENSE TOTALS	**$ 4,054,359**	**$ 889,390**	**$ 1,947,648**	**$ 1,217,320**	**70%**
REVENUE TOTALS	**$ 4,054,359**	**$ -**	**$ 2,407,756**	**$ 1,646,603**	**59%**
EXPENSE TOTALS	**$ 4,054,359**	**$ 889,390**	**$ 1,947,648**	**$ 1,217,320**	**70%**
	$ -	**$ (889,390)**	**$ 460,108**	**$ 429,282**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	STRMWTR SPEC ASSMNT	172,802	12,849.53	7	1,555,218	2,107,421.66	136	2,073,634	33,787.66-
23 02	DELINQUENT TAX	0	143,022.50		0	132,399.98		0	132,399.98-
23 03	PENALTIES	0	6,235.25		0	6,698.83		0	6,698.83-
23 04	TAX CERTIFICATES	9,183	.00		82,647	.00		110,207	110,207.00
23 *	STORMWATER	181,985	162,107.28	89	1,637,865	2,246,520.47	137	2,183,841	62,679.47-
325 **	SPECIAL ASSESSMENT	181,985	162,107.28	89	1,637,865	2,246,520.47	137	2,183,841	62,679.47-
320 ***	OTHER PERMITS & FEES	181,985	162,107.28		1,637,865	2,246,520.47		2,183,841	62,679.47-
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
36 35	US1/FOREST AV S/W FACILTY	12,000	.00		84,000	.00		120,000	120,000.00
36 36	N FSK S/W PND FLOAT WTLND	76,800	.00		537,600	.00		768,000	768,000.00
36 69	DIX/IRD IRL RESIL DESIGN	5,634	.00		11,268	28,168.03	250	28,169	.97
36 *	STORMWATER MANAGEMENT	94,434	.00		632,868	28,168.03	5	916,169	888,000.97
334 **	STATE GRANT	94,434	.00		632,868	28,168.03	5	916,169	888,000.97
338	SHARED REVENUE LOCAL UNIT								
10 05	SAVE OUR INDIAN RVR LAGN	1,768	.00		13,645	.00		18,949	18,949.00
10 *	SHARED REV - BREVARD CTY	1,768	.00		13,645	.00		18,949	18,949.00
338 **	SHARED REVENUE LOCAL UNIT	1,768	.00		13,645	.00		18,949	18,949.00
330 ***	INTERGOVERNMENTAL REVENUE	96,202	.00		646,513	28,168.03		935,118	906,949.97
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	4.65		0	7.22		0	7.22-
91 *	STORMWATER FEES	0	4.65		0	7.22		0	7.22-
343 **	PHYSICAL ENVIRONMENT	0	4.65		0	7.22		0	7.22-
340 ***	CHARGES FOR SERVICES	0	4.65		0	7.22		0	7.22-

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT			ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360			MISCELLANEOUS REVENUES								
361			INTEREST & OTHER EARNINGS								
	10	00	INTEREST	740	117.25	16	6,660	3,503.44	53	8,887	5,383.56
	10	02	INVESTMENT INTEREST	0	4,173.34		0	18,426.12		0	18,426.12-
	10	10	FLORIDA PRIME INTEREST	0	10,394.55		0	101,703.06		0	101,703.06-
	10	*	INTEREST	740	14,685.14	1985	6,660	123,632.62	1856	8,887	114,745.62-
	30	00	NET INC/DEC FMV INVESTMNT	0	.00		0	4,852.53		0	4,852.53-
	40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361		**	INTEREST & OTHER EARNINGS	740	14,685.14	1985	6,660	128,485.15	1929	8,887	119,598.15-
364			DISPOSITION FIXED ASSETS								
364		**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369			OTHER MISC REVENUES								
	90	00	OTHER MISC REVENUES	33	.00		297	4,575.49	1541	400	4,175.49-
369		**	OTHER MISC REVENUES	33	.00		297	4,575.49	1541	400	4,175.49-
360		***	MISCELLANEOUS REVENUES	773	14,685.14		6,957	133,060.64		9,287	123,773.64-
380			OTHER SOURCES(NON-REV)								
381			INTERFUND TRANSFER								
	91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381		**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389			NON OPERATING SOURCES								
	99	50	FUND BAL-APPROP. RESERVES	78,778	.00		689,774	.00		926,113	926,113.00
	99	*	BALANCE FORWARD	78,778	.00		689,774	.00		926,113	926,113.00
389		**	NON OPERATING SOURCES	78,778	.00		689,774	.00		926,113	926,113.00
380		***	OTHER SOURCES(NON-REV)	78,778	.00		689,774	.00		926,113	926,113.00
FUND TOTAL			STORMWATER UTILITY	357,738	176,797.07		2,981,109	2,407,756.36		4,054,359	1,646,602.64
GRAND TOTAL				357,738	176,797.07		2,981,109	2,407,756.36		4,054,359	1,646,602.64

REPORT SELECTIONS

Fiscal year . . . . . : 2024
Fund . . . . . : 423
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	35556	20862.31	59	320116	198482.99	62	.00	426786	228303.01	47
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	35556	20862.31	59	320116	198482.99	62	.00	426786	228303.01	47
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	533	228.00	43	4797	3301.50	69	.00	6400	3098.50	52
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	533	228.00	43	4797	3301.50	69	.00	6400	3098.50	52
15-00	SPECIAL PAY	28	.00	0	140	200.00	143	.00	225	25.00	89
15 **	SPECIAL PAY	28	.00	0	140	200.00	143	.00	225	25.00	89
20-00	CLOTHING/SHOE ALLOWANCE	50	.00	0	450	600.00	133	.00	600	.00	100
20 **	CLOTHING/SHOE ALLOWANCE	50	.00	0	450	600.00	133	.00	600	.00	100
21-00	FICA TAXES	2772	1569.61	57	24948	15143.95	61	.00	33269	18125.05	46
21 **	FICA TAXES	2772	1569.61	57	24948	15143.95	61	.00	33269	18125.05	46
22-00	RETIREMENT CONTRIBUTIONS	4379	2861.95	65	39411	27381.25	70	.00	52553	25171.75	52
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	4379	2861.95	65	39411	27381.25	70	.00	52553	25171.75	52
23-00	INSURANCES	108	83.10	77	972	677.06	70	.00	1302	624.94	52
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	7986	5604.88	70	71874	45259.19	63	.00	95834	50574.81	47
23-07	DENTAL INSURANCE	309	260.34	84	2781	2131.73	77	.00	3716	1584.27	57
23-08	VISION INSURANCE	58	43.08	74	522	353.34	68	.00	707	353.66	50
23-09	LONG TERM DISABILITY	109	84.28	77	981	686.13	70	.00	1316	629.87	52
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23-99	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	8570	6075.68	71	77130	49107.45	64	.00	102875	53767.55	48
24-00	WORKER'S COMPENSATION	4565	1604.94	35	41085	15858.31	39	.00	54787	38928.69	29
24 **	WORKER'S COMPENSATION	4565	1604.94	35	41085	15858.31	39	.00	54787	38928.69	29
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	400	300.00	75	3600	1700.00	47	.00	4800	3100.00	35
27 **	BENEFIT OFFSET	400	300.00	75	3600	1700.00	47	.00	4800	3100.00	35
31-00	PROFESSIONAL SERVICES	17581	.00	0	153947	28316.41	18	45570.75	206702	132814.84	36
31-01	LEGAL EXPENSES	41	.00	0	369	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	17622	.00	0	154316	28316.41	18	45570.75	207202	133314.84	36
34-00	CONTRACT SERVICES	9183	2985.14	33	81797	56549.42	69	14489.45	109353	38314.13	65
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	9183	2985.14	33	81797	56549.42	69	14489.45	109353	38314.13	65
39-00	CONTINGENCY	18439	.00	0	231499	.00	0	.00	286823	286823.00	0
39 **	CONTINGENCY	18439	.00	0	231499	.00	0	.00	286823	286823.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	2133	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	2133	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	173	90.76	53	1557	816.98	53	1259.02	2076	.00	100
41 **	COMMUNICATION	173	90.76	53	1557	816.98	53	1259.02	2076	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	369	.00	0	.00	500	500.00	0
42 **	POSTAGE & FREIGHT	41	.00	0	369	.00	0	.00	500	500.00	0
43-00	ELECTRIC/WATER/SEWER	1250	1113.32	89	11250	9202.61	82	4016.67	15000	1780.72	88

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
43 **	ELECTRIC/WATER/SEWER	1250	1113.32	89	11250	9202.61	82	4016.67	15000	1780.72	88
44-00	RENTALS AND LEASES	250	.00	0	2250	.00	0	.00	3000	3000.00	0
44 **	RENTALS AND LEASES	250	.00	0	2250	.00	0	.00	3000	3000.00	0
45-00	INSURANCE	1394	3502.33	251	12546	13773.15	110	.00	16734	2960.85	82
45 **	INSURANCE	1394	3502.33	251	12546	13773.15	110	.00	16734	2960.85	82
46-00	REPAIRS & MAINTENANCE	7268	6921.56	95	65292	75392.80	116	.00	87100	11707.20	87
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	17192	477.27	3	99728	98628.51	99	29177.48	151314	23508.01	85
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	24460	7398.83	30	165020	174021.31	106	29177.48	238414	35215.21	85
47-00	PRINTING & BINDING	41	.00	0	369	275.00	75	.00	500	225.00	55
47 **	PRINTING & BINDING	41	.00	0	369	275.00	75	.00	500	225.00	55
49-00	OTHER CHARGES & OBLIG.	22	34.83	158	198	333.66	169	.00	267	66.66-	125
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	86.16-	0	0	864.66-	0	.00	0	864.66	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	22	51.33-	233-	198	531.00-	268-	.00	267	798.00	199-
51-00	OFFICE SUPPLIES	41	.00	0	369	374.68	102	.00	500	125.32	75
51 **	OFFICE SUPPLIES	41	.00	0	369	374.68	102	.00	500	125.32	75
52-00	OPERATING SUPPLIES	922	1021.60	111	8298	7298.75	88	2791.64	11070	979.61	91
52-02	UNIFORMS-PURCHASED	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2576	2310.85	90	23184	13579.63	59	.00	30915	17335.37	44
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52 **	OPERATING SUPPLIES	3498	3332.45	95	31482	20878.38	66	2791.64	41985	18314.98	56
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	558	650.00	117	.00	750	100.00	87
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	558	650.00	117	.00	750	100.00	87
55-00	TRAINING	729	.00	0	6561	1604.00	24	.00	8750	7146.00	18
55 **	TRAINING	729	.00	0	6561	1604.00	24	.00	8750	7146.00	18
56-15	IT-RELATED OPERATING EXP	180-	.00	0	1530	230.00	15	.00	993	763.00	23
56 **	TECHNOLOGY SYSTEMS	180-	.00	0	1530	230.00	15	.00	993	763.00	23
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	88880	11084.00	13	383565	232976.33	61	303145.34	650197	114075.33	83
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-08	FISKE BLVD CEI	0	.00	0	0	.00	0	.00	0	.00	0
63-35	US1/FOREST AV S/W FACILTY	12000	22982.91	192	84000	22982.91	27	97017.09	120000	.00	100
63-36	N FSK S/W PND FLOAT WTLND	76800	.00	0	537600	768000.00	143	.00	768000	.00	100
63-69	DIX/IRVR DR RESIL 23FRP03	0	.00	0	0	.00	0	.00	0	.00	0
63-73	FISKE CONSTRUCTION	8346	35442.60	425	435110	69277.80	16	390874.20	460153	1.00	100
63 **	INFRASTRUCTURE	186026	69509.51	37	1440275	1093237.04	76	791036.63	1998350	114076.33	94
64-00	MACHINERY & EQUIPMENT	11019	.00	0	89301	122367.00	137	.00	122367	.00	100
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	11019	.00	0	89301	122367.00	137	.00	122367	.00	100
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	122367.00-	0	0	122367.00-	0	.00	0	122367.00	0
69 **	PROPRIETARY FUND	0	122367.00-	0	0	122367.00-	0	.00	0	122367.00	0
71-35	SBITA - SAMSARA	502	.00	0	1506	1997.07	133	1014.65	3012	.28	100
71 **	PRINCIPAL	502	.00	0	1506	1997.07	133	1014.65	3012	.28	100
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	23	.00	0	69	100.53	146	34.15	135	.32	100
72 **	DEBT SERVICE - INTEREST	23	.00	0	69	100.53	146	34.15	135	.32	100
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
94-01	TXFR TO GF OH ALLOC (001)	26041	26041.92	100	234369	234377.28	100	.00	312503	78125.72	75
94 **	INTERFUND TRANSFER	26041	26041.92	100	234369	234377.28	100	.00	312503	78125.72	75
FUND 423	TOTAL ********* STORMWATER UTILITY	357726	25058.42	7	2981001	1947648.31	65	889390.44	4054359	1217320.25	70
GRAND	TOTAL *********	357726	25058.42	7	2981001	1947648.31	65	889390.44	4054359	1217320.25	70

Legislation Details (With Text)

File #:	24-360	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/25/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	FY 2024 June Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Expense Budget Tracking Worksheet.pdf Revenue Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 25, 2024
Agenda Date: July 9, 2024
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
FY 2024 June Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2024 thru June 30th, 2024.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Informational Item Only

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1000 - CITY COUNCIL					
1000 - CITY COUNCIL	02/26/2024	001-1000-511.21-00	($1,000)	JANUARY CLEANUP POSTAGE: YARD WASTE	2116
		001-1000-511.23-04	($500)		
		001-1000-511.42-00	$1,741		
		001-1000-511.48-00	($241)		
1	**Total Budget Amendments/Transfers**		**Division 1000 Total**	**$0**	
1100 - CITY MANAGER'S OFFICE					
1100 - CITY MANAGER'S OFFICE	01/23/2024	001-1100-512.11-00	($61,260)	GATEWAY/ RVI DECEMBER CLEANUP	1620
	05/31/2024	001-1100-512.40-00	($200)	NEW CHAIR: CM EXEC ASST MAY CLEANUP	3689
		001-1100-512.51-00	$200		
2	**Total Budget Amendments/Transfers**		**Division 1100 Total**	**($61,260)**	
1104 - PLANNING					
1104 - PLANNING	11/17/2023	001-1104-515.34-00	($5,000)	VERIZON BALANCE October Cleanup	667
		001-1104-515.41-00	$1,200		
		001-1104-515.42-00	$3,000		
		001-1104-515.51-00	$800		
	12/15/2023	001-1104-515.34-00	$56,914	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	01/23/2024	001-1104-515.34-00	$61,260	GATEWAY/ RVI DECEMBER CLEANUP	1620
	02/26/2024	001-1104-515.42-00	($570)	JANUARY CLEANUP LID. CONFERENCE: PLANNERS	2116
		001-1104-515.55-00	$570		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1104 - PLANNING	02/26/2024	001-1104-515.12-00	($15,356)	JANUARY CLEANUP PT PLANNING INTERN	2116
		001-1104-515.13-00	$15,356		
	04/03/2024	001-1104-515.12-00	($923)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		001-1104-515.12-12	$923		
	05/31/2024	001-1104-515.42-00	($63)	RECORDING FEES MAY CLEANUP	3689
		001-1104-515.49-00	$63		
6	**Total Budget Amendments/Transfers**		**Division 1104 Total**	**$118,174**	
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	10/13/2023	001-1203-516.44-00	($51,696)	US BANK SISSINE COPIER GASB87 COMPLIANCE	163
		001-1203-517.71-30	$51,278		
		001-1203-517.72-30	$418		
	11/17/2023	001-1203-516.41-00	$4,000	INTERNEET FEES AND TAXES October Cleanup	667
		001-1203-516.64-15	($4,000)	INTERNET FEES AND TAXES OCTOBER CLEANUP	667
	12/15/2023	001-1203-516.46-00	$2,867	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-1203-516.56-15	$2,744		
	12/19/2023	001-1203-516.56-15	$13,200	BUDGT ROLL: SOCRATA RESOLUTION #: 23-143	1115
	02/26/2024	001-1203-516.41-00	$2,000	JANUARY CLEANUP INTERNET FEES	2116
		001-1203-516.64-15	($2,000)		
	04/03/2024	001-1203-516.12-00	($27,733)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1203 - INFORMATION TECHNOLOGY	04/03/2024	001-1203-516.12-12	$27,733	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
	04/10/2024	001-1203-516.56-15	($276)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
	06/30/2024	001-1203-516.63-00	$13,377	FIBER FOR PW BUILDING JUNE CLEANUP	4178
		001-1203-516.64-15	($13,377)		
8	**Total Budget Amendments/Transfers**		**Division 1203 Total**	**$18,535**	
1500 - FINANCE GENERAL ACCOUNTNG					
1500 - FINANCE GENERAL ACCOUNTNG	05/31/2024	001-1500-513.12-00	($1,297)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		001-1500-513.12-12	$1,297		
1	**Total Budget Amendments/Transfers**		**Division 1500 Total**	**$0**	
1505 - PURCHASING					
1505 - PURCHASING	05/31/2024	001-1505-513.49-00	$495	NPI AEP AWARD (P-CARD) MAY CLEANUP	3689
		001-1505-513.51-00	($495)		
1	**Total Budget Amendments/Transfers**		**Division 1505 Total**	**$0**	
1510 - FINANCE UTILITY ACCOUNTNG					
1510 - FINANCE UTILITY ACCOUNTNG	05/31/2024	001-1510-513.34-00	($5,000)	POSTAGE PO INCREASE MAY CLEANUP	3689
		001-1510-513.42-00	$29,000		
		001-1510-513.47-00	($24,000)		
1	**Total Budget Amendments/Transfers**		**Division 1510 Total**	**$0**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	11/17/2023	001-1600-513.31-00	$5,000	FD MENTAL HEALTH SVCS. OCTOBER CLEANUP	667
		001-1600-513.31-00	$15,000	GEHRING RISK CONSULTING October Cleanup	667
		001-1600-513.45-00	($15,000)		
		001-1600-513.39-00	($1,500)	WEDLOW SIGN ON BONUS OCTOBER CLEANUP	667
	12/15/2023	001-1600-513.56-15	$679,000	BUDGT ROLL: AFBP21 ERP RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$52,500	BUDGT ROLL: AFBP21 SUST. RESOLUTION #: 23-143	1071
		001-1600-513.56-15	$1,457,967	BUDGT ROLL: AFBP22 ERP RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$400,000	BUDGT ROLL: AFFD. HOUSING RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$128,223	BUDGT ROLL: D.S. PAVING RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$480,000	BUDGT ROLL: ECON. INCENT. RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$634,500	BUDGT ROLL: FD PUMPER TRK RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$209,249	BUDGT ROLL: HS TRAINEES RESOLUTION #: 23-143	1071
		001-1600-513.55-02	$7,363	BUDGT ROLL: HS TRNEE RECR RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$240,000	BUDGT ROLL: MUSEUM CONT.	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	12/15/2023			RESOLUTION #: 23-143	
		001-1600-513.39-00	$241,000	BUDGT ROLL: P&F CADETS RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$6,071	BUDGT ROLL: PARK IMPROV. RESOLUTION #: 23-143	1071
		001-1600-513.31-00	$67,103	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-1600-513.34-00	$13,028		
		001-1600-513.55-01	$14,182		
		001-1600-513.55-02	$7,045		
	01/16/2024	001-1600-513.39-00	$112,400	FLORIDA CITY GAS PIPELINE RESOLUTION #: 24-008	1503
		001-1600-513.39-00	($2,300)	915 FL AVE APPRAISAL RESOLUTION #: 23-794	1505
	02/26/2024	001-1600-513.23-05	($2,779)	JANUARY CLEANUP FRS CHARGES	2116
		001-1600-513.49-00	$2,779		
		001-1600-513.23-05	($1)	JANUARY CLEANUP NEG. ROUNDING	2116
		001-1600-513.81-00	$1		
	04/01/2024	001-1600-513.39-00	($71,020)	M.C. BLAKE DSCRA FUNDING RESOLUTION #: 24-029	2651
	04/10/2024	001-1600-513.56-15	($828)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
		001-1600-517.71-69	$20,871		
		001-1600-517.72-69	$933		
		001-1600-517.71-69	$10,753	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797
		001-1600-517.72-69	$482		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	04/18/2024	001-1600-513.39-00	($115,000)	JOE LEE SMITH POOL REPAIR RESOLUTION #: 24-037	2950
	05/07/2024	001-1600-513.39-00	($37,089)	AFBP22 ALLOCATION FOR FD H/S TRAINEE PAYROLL	3228
		001-1600-513.39-00	$5,104	BRACCO POND 1 CORRECT ROLL	3229
		001-1600-513.39-00	$34,287	BRACCO POND 2 CORRECT ROLL	3229
		001-1600-513.39-00	$9,244	BREVARD MUSEUM CORRECT ROLL	3229
		001-1600-513.39-00	$6,465	CARL ANDERSON CORRECT ROLL	3229
		001-1600-513.56-15	($679,000)	ERP CORRECT ROLL	3229
		001-1600-513.39-00	($634,500)	FIRE PUMPER TRUCK CORRECT ROLL	3229
		001-1600-513.39-00	$26,651	FLEET FUEL TANK CORRECT ROLL	3229
		001-1600-513.39-00	$26,886	PD HQ CORRECT ROLL	3229
		001-1600-513.39-00	$139	PWFBPI CORRECT ROLL	3229
	05/17/2024	001-1600-581.91-33	$550,000	FISKE CEI & CONSTRUCTION RESOLUTION #: 24-043	3395
	05/31/2024	001-1600-513.45-00	($7,000)	FRS FEES MAY CLEANUP	3689
		001-1600-513.49-00	$7,000		
		001-1600-513.13-00	$7,400	FUND INTERN SALARIES MAY CLEANUP	3689
		001-1600-513.21-00	$600		
		001-1600-513.45-00	($8,000)		
		001-1600-513.39-00	($62,835)	KIMLEY HORN PROF. SVCS. CRISI GRANT	3701
		001-1600-513.44-00	($830)	PND PITNEY BOWES (GASB87) MAY CLEANUP	3689
		001-1600-513.48-00	($426)		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	05/31/2024	001-1600-513.71-33	$1,103	PND PITNEY BOWES (GASB87) MAY CLEANUP	3689
		001-1600-513.72-33	$153		
		001-1600-513.48-00	($17)	SHREDDING CO. LATE FEES MAY CLEANUP	3689
		001-1600-513.49-00	$17		
		001-1600-513.45-00	($600)	VEHICLE REPAIR : ABS MOD. MAY CLEANUP	3689
		001-1600-513.46-03	$600		
	06/30/2024	001-1600-513.39-00	($4,800)	EFSC POLICE TRAINING JUNE CLEANUP	4178
		001-1600-513.55-02	$4,800		
		001-1600-513.34-00	$3,000	REPLENISH CAREER SOURCE JUNE CLEANUP	4178
		001-1600-513.45-00	($3,000)		
11	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**$3,842,374**	
1603 - EMERGENCY MANAGEMENT					
1603 - EMERGENCY MANAGEMENT	11/17/2023	001-1603-525.52-00	($5,000)	FD MENTAL HEALTH SVCS. OCTOBER CLEANUP	667
1	**Total Budget Amendments/Transfers**		**Division 1603 Total**	**($5,000)**	
1801 - HUMAN RESOURCES					
1801 - HUMAN RESOURCES	04/03/2024	001-1801-513.40-00	($12)	CRASH REPORT MARCH CLEANUP	2687
		001-1801-513.49-00	$12		
		001-1801-513.41-00	$44	HR VERIZON BILL MARCH CLEANUP	2687
		001-1801-513.42-00	($44)		
1	**Total Budget**		**Division 1801 Total**	**$0**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers				
1805 - CITY CLERK					
1805 - CITY CLERK	02/26/2024	001-1805-513.12-00	($2,220)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		001-1805-513.12-12	$2,220		
	05/31/2024	001-1805-513.40-00	($600)	ASST CITY CLERK SCANNER MAY CLEANUP	3689
		001-1805-513.56-15	$600		
		001-1805-513.12-00	($19,340)	CIVIC + AGENDA SOFTWARE MAY CLEANUP	3689
		001-1805-513.56-15	$19,340		
2	**Total Budget Amendments/Transfers**		**Division 1805 Total**	**$0**	
1905 - ECONOMIC DEVELOPMENT					
1905 - ECONOMIC DEVELOPMENT	05/31/2024	001-1905-559.11-00	($375)	FUND C&ED INSURANCES MAY CLEANUP	3689
		001-1905-559.23-00	$375		
		001-1905-559.31-00	$62,835	KIMLEY HORN PROF. SVCS. CRISI GRANT	3701
1	**Total Budget Amendments/Transfers**		**Division 1905 Total**	**$62,835**	
1906 - COMMUNICATION/GRANTS					
1906 - COMMUNICATION/ GRANTS	11/17/2023	001-1906-513.48-00	($4,248)	MONSIDO SUBSCRIPTION ADA October Cleanup	667
		001-1906-513.56-15	$4,248		
	12/15/2023	001-1906-513.56-15	$5,000	BUDGT ROLL: ARCHIVE SCIAL RESOLUTION #: 23-143	1071
	02/26/2024	001-1906-513.34-00	$5,500	JANUARY CLEANUP MOORE CNTR. MUSIC/CATERER	2116
		001-1906-513.48-00	($5,500)		

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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1906 - COMMUNICATION/ GRANTS	04/03/2024	001-1906-513.40-00	($9)	MUSEUM GLOVES MARCH CLEANUP	2687
		001-1906-513.51-00	$9		
4	**Total Budget Amendments/Transfers**		**Division 1906 Total**	**$5,000**	
1990 - LEISURE SERVICES					
1990 - LEISURE SERVICES	11/17/2023	001-1990-574.49-00	($1,000)	DESK & DESK EQUIP. October Cleanup	667
		001-1990-574.52-00	$1,000		
	04/03/2024	001-1990-574.15-00	($300)	LEISURE SERVICES VERIZON MARCH CLEANUP	2687
		001-1990-574.41-00	$600		
		001-1990-574.52-00	($300)		
2	**Total Budget Amendments/Transfers**		**Division 1990 Total**	**$0**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	10/12/2023	001-2100-521.52-37	$15,572	ACCEPT JAG GRANT FUNDS RESOLUTION #: 23-115	144
		001-2100-521.14-00	$5,000	RECEIVE HVE GRANT FUNDS RESOLUTION #: 23-114	143
	10/27/2023	001-2100-521.52-00	($12,940)	23 BULLET PROOF VST GRANT RESOLUTION #: 23-127	349
		001-2100-521.52-38	$25,880		
	11/17/2023	001-2100-521.54-00	($3,180)	DMS SOFTWARE FOR GASB96 October Cleanup	667
		001-2100-521.56-15	$10,183		
		001-2100-521.46-00	($1,996)	IDEMIA SOFTWR FOR GASB96 OCTOBER CLEANUP	667
		001-2100-521.56-15	$1,996		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	11/17/2023	001-2100-521.15-00	$1,500	WEDLOW SIGN ON BONUS OCTOBER CLEANUP	667
	12/15/2023	001-2100-521.15-00	$20,000	BUDGT ROLL: OFF. SIGN ON RESOLUTION #: 23-143	1071
		001-2100-521.12-00	$32,000	BUDGT ROLL: PD HS TRAINEE RESOLUTION #: 23-143	1071
		001-2100-521.46-03	$6,914	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-2100-521.52-00	$430		
		001-2100-521.52-23	$3,066		
		001-2100-521.52-26	$3,920		
		001-2100-521.64-00	$182,179		
	12/19/2023	001-2100-521.56-15	($13,200)	BUDGT ROLL: SOCRATA RESOLUTION #: 23-143	1115
	02/26/2024	001-2100-521.12-00	($24,758)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		001-2100-521.12-12	$24,758		
	04/01/2024	001-2100-521.52-00	$6,000	PD CANINE DONATION RESOLUTION #: 24-026	2648
	04/03/2024	001-2100-521.54-00	($4,200)	CELEBRITE SUBSCRIPTION MARCH CLEANUP	2687
		001-2100-521.56-15	$4,200		
	04/10/2024	001-2100-521.56-15	($17,388)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
	04/11/2024	001-2100-521.52-00	$1,800	K-9 VEST DONATION RESOLUTION #: 24-035	2832
	04/25/2024	001-2100-521.12-00	($300)	FUND VOCA OPERATING RESOLUTION #: 24-039	3073
		001-2100-521.51-39	$300		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	04/25/2024	001-2100-521.12-00	($6,528)	VOCA GRANT AWARD TRUE UP RESOLUTION #: 24-039	3072
	05/31/2024	001-2100-521.52-00	$2,726	ACCEPT K9 COOLGUARD DON. RESOLUTION #: 24-047	3677
		001-2100-521.12-00	($38,534)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		001-2100-521.12-12	$35,098		
		001-2100-521.40-23	$2,136		
		001-2100-521.55-36	$1,300		
		001-2100-521.13-00	$28,000	PICHECO ENTERED DROP MAY CLEANUP	3689
		001-2100-521.23-04	($28,000)		
		001-2100-521.34-00	$7,000	WIRING, UNIF, ROCKLEDG PD MAY CLEANUP	3689
		001-2100-521.52-02	$7,000		
		001-2100-521.56-15	$4,028		
	06/30/2024	001-2100-521.49-00	$2,500	FUNDS PD OP. SUPPLIES JUNE CLEANUP	4178
		001-2100-521.52-00	($2,726)	K9 COOLING SYSTEM #30 JUNE CLEANUP	4178
		001-2100-521.64-00	$2,726		
		001-2100-521.46-00	($965)	PD BRAZOS INTERFACE JUNE CLEANUP	4178
		001-2100-521.56-15	$965		
		001-2100-521.52-00	$12,940	REPLENISH OP. SUPPLIES JUNE CLEANUP	4178
13	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$297,402**	
2101 - POLICE COMMUNICATIONS					

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2101 - POLICE COMMUNICATIONS	11/17/2023	001-2101-521.54-00	($7,003)	DMS SOFTWARE FOR GASB96 October Cleanup	667
	12/15/2023	001-2101-521.15-00	$5,000	BUDGT ROLL: DIS. SIGN ON RESOLUTION #: 23-143	1071
	02/26/2024	001-2101-521.12-00	($1,500)	JANUARY CLEANUP EXTRA DETAIL FUNDING	2116
		001-2101-521.12-06	$1,500		
		001-2101-521.49-00	$10	JANUARY CLEANUP NOTARY INCREASE COSTS	2116
		001-2101-521.51-00	($10)		
	05/31/2024	001-2101-521.34-00	($381)	COMMUNICATIONS UNIFORMS MAY CLEANUP	3689
		001-2101-521.52-02	$381		
		001-2101-521.34-00	($18,028)	WIRING, UNIF, ROCKLEDG PD MAY CLEANUP	3689
	06/30/2024	001-2101-521.34-00	($3,500)	FUNDS PD OP. SUPPLIES JUNE CLEANUP	4178
		001-2101-521.52-00	$1,000		
		001-2101-521.34-00	($12,940)	REPLENISH OP. SUPPLIES JUNE CLEANUP	4178
5	**Total Budget Amendments/Transfers**		**Division 2101 Total**	**($35,471)**	
2132 - CODE ENFORCEMENT					
2132 - CODE ENFORCEMENT	12/18/2023	001-2132-524.12-00	($1,730)	NOV CLEANUP: SEE TRACKER EMPLOYEE ACCRUALS	1099
		001-2132-524.12-12	$1,730		
	04/03/2024	001-2132-524.12-00	($7,610)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		001-2132-524.12-12	$7,610		
	04/10/2024	001-2132-524.56-15	($1,104)	SAMSARA MOVE TO DEBT GASB96 - (1	2796

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2132 - CODE ENFORCEMENT				OF 6)	
	05/31/2024	001-2132-524.49-00	($25)	CODE ENFORC. UNIFORMS MAY CLEANUP	3689
		001-2132-524.52-02	$25		
		001-2132-524.31-01	($92)	SAMSARA LICENSES MAY CLEANUP	3689
		001-2132-524.56-15	$92		
4	**Total Budget Amendments/Transfers**		**Division 2132 Total**	**($1,104)**	
2200 - FIRE ADMINISTRATION					
2200 - FIRE ADMINISTRATION	12/15/2023	001-2200-522.52-02	$14	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	02/26/2024	001-2200-522.12-00	($1,000)	JANUARY CLEANUP Detail Funding: Fire	2116
		001-2200-522.12-06	$1,000		
	04/03/2024	001-2200-522.12-00	($1,556)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		001-2200-522.12-12	$1,556		
	05/31/2024	001-2200-522.46-02	($2,205)	FUND FD ADMIN VEH REPAIR MAY CLEANUP	3689
		001-2200-522.46-03	$2,205		
4	**Total Budget Amendments/Transfers**		**Division 2200 Total**	**$14**	
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/17/2023	001-2201-522.52-05	($1,584)	EMS DRUG VND MACHINE OCTOBER CLEANUP	667
		001-2201-522.56-15	$1,584		
	11/30/2023	001-2201-522.64-00	$652,875	SELL LADDER BUY PMPER TRK RESOLUTION #: 23-139	823

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	12/15/2023	001-2201-522.12-00	$35,668	BUDGT ROLL: FIRE HS TRNEE RESOLUTION #: 23-143	1071
		001-2201-522.46-00	$107	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-2201-522.52-00	$11,970		
		001-2201-522.52-02	$7,463		
		001-2201-522.64-00	$850,000		
	12/18/2023	001-2201-522.34-00	$19,200	NOV CLEANUP: SEE TRACKER STRATEGIC PLANNING SVCS	1099
		001-2201-522.55-00	($19,200)		
		001-2201-522.46-00	$9,072	NOV CLEANUP: SEE TRACKER UNBUDGETED BUNKER GEAR	1099
		001-2201-522.55-00	($9,072)		
	01/23/2024	001-2201-522.41-00	$690	KRONOS IVR: FD OT PAGING DECEMBER CLEANUP	1620
		001-2201-522.56-15	($690)		
	02/26/2024	001-2201-522.41-00	$8,000	JANUARY CLEANUP Direct TV - Spect. Trnsfr	2116
		001-2201-522.64-00	($8,000)		
	04/03/2024	001-2201-522.12-00	($12,755)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		001-2201-522.12-12	$12,755		
		001-2201-522.40-00	($135)	INTERVIEW FIREHOUSE SUBS MARCH CLEANUP	2687
		001-2201-522.49-00	$135		
		001-2201-522.40-00	($3,500)	PALS RECERTIFICATION MARCH CLEANUP	2687
		001-2201-522.55-00	$3,500		
		001-2201-522.12-00	($7,867)	RAMIEREZ & SCHALLER FF MARCH CLEANUP	2687
		001-2201-522.22-00	$5,467		
		001-2201-522.27-00	$2,400		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	04/10/2024	001-2201-522.56-15	($1,932)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
	04/25/2024	001-2201-522.12-00	($405,000)	FUND FD OVERTIME RESOLUTION #: 24-039	3073
		001-2201-522.14-00	$405,000		
	05/07/2024	001-2201-522.12-00	$5,157	AFBP22 ALLOCATION FOR FD H/S TRAINEE PAYROLL	3228
		001-2201-522.14-00	$2,144		
		001-2201-522.21-00	$3,586		
		001-2201-522.22-00	$5,940		
		001-2201-522.23-00	$141		
		001-2201-522.23-04	$14,399		
		001-2201-522.23-07	$457		
		001-2201-522.23-08	$89		
		001-2201-522.23-09	$141		
		001-2201-522.24-00	$1,935		
		001-2201-522.27-00	$3,100		
	06/30/2024	001-2201-522.46-00	($500)	FUND NEGATIVE BALANCE JUNE CLEANUP	4178
		001-2201-522.49-00	$500		
11	**Total Budget Amendments/Transfers**		**Division 2201 Total**	**$1,593,240**	
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	12/15/2023	001-3200-515.62-00	$750,000	BUDGT ROLL: BLAKE SUBDIV. RESOLUTION #: 23-143	1071
		001-3200-515.61-00	$241,379	BUDGT ROLL: C VIL. PRKING	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION	12/15/2023			RESOLUTION #: 23-143	
		001-3200-515.31-15	$17,700	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3200-515.31-16	$4,204		
		001-3200-515.56-15	$12,292		
	01/16/2024	001-3200-515.34-00	$2,300	915 FL AVE APPRAISAL RESOLUTION #: 23-794	1505
	02/02/2024	001-3200-515.34-00	$0	REALLOCATE HOUSING PROJ	1808
		001-3200-515.62-00	$0		
	02/26/2024	001-3200-515.40-00	$34	JANUARY CLEANUP Negative Account Cleanup	2116
		001-3200-515.49-00	($453)		
		001-3200-515.52-00	$399		
		001-3200-515.55-00	$20		
		001-3200-515.12-00	($1)	JANUARY CLEANUP OT Overage	2116
		001-3200-515.14-00	$1		
	04/01/2024	001-3200-515.31-00	($21,631)	M.C. BLAKE DSCRA FUNDING RESOLUTION #: 24-029	2650
		001-3200-515.62-00	$892,651		
	04/10/2024	001-3200-515.56-15	($276)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
	04/25/2024	001-3200-515.46-04	$288,920	H.T. MOORE WINDOW REPLACE RESOLUTION #: 24-041	3074
	05/31/2024	001-3200-515.12-00	($62)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		001-3200-515.12-12	$62		
		001-3200-515.31-17	$75,000	FDEP VULNERABILITY ASSESS RESOLUTION #: 24-048	3678

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
8	**Total Budget Amendments/Transfers**		**Division 3200 Total**	**$2,262,539**	
3500 - ADMINISTRATION					
3500 - ADMINISTRATION	12/18/2023	001-3500-519.56-15	($10,000)	PW WORK MGMT. PROGRAM RESOLUTION #: 23-145	1093
	04/03/2024	001-3500-519.41-00	$350	PW VERIZON BILL MARCH CLEANUP	2687
		001-3500-519.49-00	($350)		
	05/31/2024	001-3500-519.11-00	($385)	FUND DENTAL INSURANCE MAY CLEANUP	3689
		001-3500-519.23-07	$385		
		001-3500-519.11-00	($50)	FUND VISION INSURANCE MAY CLEANUP	3689
		001-3500-519.23-08	$50		
3	**Total Budget Amendments/Transfers**		**Division 3500 Total**	**($10,000)**	
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	10/27/2023	001-3510-541.63-00	$450,000	FY 24 PAVING BUDGET RESOLUTION #: 23-126	348
	11/17/2023	001-3510-541.43-00	$2,850	FPL PO, BUDGETED TOO LOW OCTOBER CLEANUP	667
		001-3510-541.46-00	($2,850)		
		001-3510-541.46-00	$0	SHORTFALL CURB & GUTTER OCTOBER CLEANUP	667
	12/15/2023	001-3510-541.63-00	$3,985	BUDGT ROLL: AURORA DITCH RESOLUTION #: 23-143	1071
		001-3510-541.31-00	$2,526	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3510-541.34-00	$3,900		

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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3510 - STREET MANAGEMENT	12/15/2023	001-3510-541.46-00	$58,701	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3510-541.63-00	$46,296		
	04/03/2024	001-3510-541.12-00	($950)	MIRABITO BENEFIT OFFSET MARCH CLEANUP	2687
		001-3510-541.27-00	$950		
	04/10/2024	001-3510-541.46-00	($828)	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797
		001-3510-541.56-15	($2,484)		
	04/25/2024	001-3510-541.46-00	$50,000	CORRECT ROLL: SIDEWALKS RESOLUTION #: 24-039	3072
	05/31/2024	001-3510-541.34-00	$12,000	FUND MYRA INVOICES MAY CLEANUP	3689
		001-3510-541.46-00	($12,000)		
		001-3510-541.46-03	($138)	SAMSARA LICENSES MAY CLEANUP	3689
		001-3510-541.56-15	$138		
		001-3510-541.31-00	($850)	811 LOCATE BILL MAY CLEANUP	3689
		001-3510-541.34-00	$850		
7	**Total Budget Amendments/Transfers**		**Division 3510 Total**	**$612,096**	
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	12/15/2023	001-3520-572.46-00	$18,000	BUDGT ROLL: CEMTRY HEADST RESOLUTION #: 23-143	1071
	02/26/2024	001-3520-572.41-00	$1,600	JANUARY CLEANUP Verizon Increase	2116
		001-3520-572.46-00	($1,600)		
	03/05/2024	001-3520-572.46-00	($15)	BUY TREES: ARBOR DAY FEBRUARY CLEANUP	2235
		001-3520-572.48-00	$15		

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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	04/03/2024	001-3520-572.44-00	$1,497	BUCKET VAN RENTAL MARCH CLEANUP	2687
		001-3520-572.46-00	($1,497)		
		001-3520-572.41-00	$1,200	PW VERIZON BILL MARCH CLEANUP	2687
		001-3520-572.52-30	($1,200)		
	04/10/2024	001-3520-572.56-15	($3,588)	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797
	05/31/2024	001-3520-572.46-00	($15,000)	OPERATING SUPPLIES MAY CLEANUP	3689
		001-3520-572.52-00	$22,000		
		001-3520-572.52-30	($7,000)		
6	**Total Budget Amendments/Transfers**		**Division 3520 Total**	**$14,412**	
3540 - PUBLIC WORKS- FLEET MAINT					
3540 - PUBLIC WORKS-FLEET MAINT	11/17/2023	001-3540-519.64-00	$3,951	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	001-3540-519.55-00	$6,528	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3540-519.56-15	$13,760		
		001-3540-519.64-00	$14,614		
	03/05/2024	001-3540-519.55-00	($985)	FREIGHT ON PO#: 81290 FEBRUARY CLEANUP	2235
	04/03/2024	001-3540-519.64-00	$985	REVERSE #24-047-T MARCH CLEANUP	2687
	04/10/2024	001-3540-519.56-15	($747)	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797
	05/31/2024	001-3540-519.14-00	$2,533	FLEET OT BUD (PD RADIOS) MAY CLEANUP	3689
		001-3540-519.55-00	($2,533)		

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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
6	**Total Budget Amendments/Transfers**		**Division 3540 Total**	**$38,106**	
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	11/17/2023	001-3560-519.64-00	($3,951)	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	001-3560-519.56-15	$10,000	BUDGT ROLL: CMAS & INV RESOLUTION #: 23-143	1071
		001-3560-519.64-00	$23,428	BUDGT ROLL: FY23 CAP. PUR RESOLUTION #: 23-143	1071
		001-3560-519.46-00	$15,365	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3560-519.46-03	$6,381		
		001-3560-519.49-00	$225		
		001-3560-519.62-00	$74,143		
		001-3560-519.64-00	$136,186		
	12/18/2023	001-3560-519.56-15	$10,000	PW WORK MGMT. PROGRAM RESOLUTION #: 23-145	1093
	01/25/2024	001-3560-519.34-00	($25,000)	PLAYHOUSE FIRE ALARM RESOLUTION #: 24-006	1666
		001-3560-519.64-00	$25,000		
	03/05/2024	001-3560-519.64-00	$985	FREIGHT ON PO#: 81290 FEBRUARY CLEANUP	2235
	04/03/2024	001-3560-519.64-00	($985)	REVERSE #24-047-T MARCH CLEANUP	2687
		001-3560-519.64-00	$0	SHORE UP DITTMER AC MARCH CLEANUP	2687
	04/10/2024	001-3560-519.40-00	($1,722)	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT	04/10/2024	001-3560-519.56-15	($1,866)	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797
	04/18/2024	001-3560-519.46-00	$115,000	JOE LEE SMITH POOL REPAIR RESOLUTION #: 24-037	2950
	04/25/2024	001-3560-519.12-00	($69,883)	EMPLOYEE ENTERING DROP RESOLUTION #: 24-039	3073
		001-3560-519.13-00	$69,883		
	05/31/2024	001-3560-519.44-00	$9	EQUIPMENT RENTAL OVERAGE MAY CLEANUP	3689
		001-3560-519.52-00	($9)		
10	**Total Budget Amendments/Transfers**		**Division 3560 Total**	**$383,189**	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	10/12/2023	001-3580-519.63-00	$697,853	PROVOST PARK BUDGET FY124 RESOLUTION #: 23-116	145
		001-3580-519.63-07	$1,263,151		
		001-3580-519.64-00	$8,000		
	10/27/2023	001-3580-519.63-07	$321,797	PROVOST PARK LIGHTS RESOLUTION #: 23-118	345
		001-3580-519.63-00	$204,009	STRADLEY PARK BUDGET RESOLUTION #: 23-121	347
		001-3580-519.63-07	$488,376		
	11/17/2023	001-3580-519.63-00	$0	STRADLEY PARK PROJECT SHORTFALL	668
		001-3580-519.63-07	$0		
	12/15/2023	001-3580-519.63-07	$85,000	BUDGT ROLL: J.R. PRK IMP. RESOLUTION #: 23-143	1071
		001-3580-519.64-00	$529,141		
		001-3580-519.46-00	$61,550	BUDGT ROLL: PARK IMPROV. RESOLUTION #: 23-143	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3580 - CAPITAL PROJECTS MNGMT	12/15/2023	001-3580-519.63-00	$18,793	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3580-519.64-00	$47,349		
	02/26/2024	001-3580-519.12-00	($130)	JANUARY CLEANUP OT Funding	2116
		001-3580-519.14-00	$130		
5	**Total Budget Amendments/Transfers**		**Division 3580 Total**	**$3,725,019**	
24	**Total Budget Amendments/Transfers**		**GENERAL FUND**	**$12,860,100**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	12/15/2023	104-3240-554.83-23	$151,680	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	04/25/2024	104-3240-554.12-00	($58)	TRUE UP HOME BUDGET RESOLUTION #: 24-024	3069
		104-3240-554.39-00	($58,043)		
		104-3240-554.83-22	$12,747		
		104-3240-554.83-23	($28,972)		
2	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$77,354**	
2	**Total Budget Amendments/Transfers**		**BREVARD COUNTY HOME**	**$77,354**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	10/12/2023	105-3240-554.83-00	$14,691	RECEIVE SHIP FUNDS RESOLUTION #: 23-112	142
	11/17/2023	105-3240-554.39-00	($1,800)	SHIP TITLE AND CELL PHONE OCTOBER CLEANUP	667
		105-3240-554.41-00	$800		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3240 - HOUSING GRANTS	11/17/2023	105-3240-554.49-00	$1,000	SHIP TITLE AND CELL PHONE OCTOBER CLEANUP	667
2	**Total Budget Amendments/Transfers**		**Division 3240 Total**		**$14,691**
2	**Total Budget Amendments/Transfers**		**SHIP/COCOA HOUSING TRUST**		**$14,691**
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	12/15/2023	107-3200-524.34-00	$12,094	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	12/18/2023	107-3200-524.56-15	$3,000	BLD 2 CITIZENSERVE RPRTS RESOLUTION #: 23-144	1098
	02/26/2024	107-3200-524.34-00	($27,959)	JANUARY CLEANUP Demolition Code Enf.	2116
		107-3200-524.49-00	$25,000		
		107-3200-524.12-00	($3)	JANUARY CLEANUP OT Overage	2116
		107-3200-524.14-00	$3		
		107-3200-524.56-15	$2,959	JANUARY CLEANUP Permit Tech. Camera	2116
	04/01/2024	107-3200-524.64-00	$48,220	BUILDING OFFICIAL VEHICLE RESOLUTION #: 24-027	2649
	04/03/2024	107-3200-524.49-00	($280)	PERMIT TECH CAMERA MARCH CLEANUP	2687
		107-3200-524.56-15	$280		
	04/10/2024	107-3200-524.56-15	($787)	SAMSARA MOVE TO DEBT GASB96 - (5 OF 6)	2800
		107-3200-524.71-35	$753		
		107-3200-524.72-35	$34		
	05/31/2024	107-3200-524.12-00	($1,174)	ACCRUAL PAYOUTS MAY CLEANUP	3689

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION	05/31/2024	107-3200-524.12-12	$1,174	ACCRUAL PAYOUTS MAY CLEANUP	3689
	06/30/2024	107-3200-524.13-00	$3,000	SUSTAINABILITY INTERN JUNE CLEANUP	4178
		107-3200-524.49-00	($3,000)		
8	**Total Budget Amendments/Transfers**		**Division 3200 Total**	**$63,314**	
8	**Total Budget Amendments/Transfers**		**BUILDING PERMITS**	**$63,314**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	04/25/2024	108-3240-517.72-00	$4,000	SECTION 108 LOAN INTEREST RESOLUTION #: 24-039	3072
		108-3240-517.71-00	$29,000	SECTION 108 LOAN PRE-PMT RESOLUTION #: 24-039	3072
1	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$33,000**	
1	**Total Budget Amendments/Transfers**		**SEC 108 LOAN GUARANTEE**	**$33,000**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	10/13/2023	110-3230-517.71-31	$60,055	COCOA VILLAGE POST OFFICE LEASE GASB87 COMPLIANCE	162
		110-3230-517.72-31	$2,124		
		110-3230-559.44-00	($62,179)		
	12/07/2023	110-3230-559.61-00	$86,000	Buy 203 Orange St. Resolution #: CCRA23-752	958
		110-3230-581.91-34	$84,000	Docking & Breakwtr Match RESOLUTION #: CCRA 23-749	959

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	12/15/2023	110-3230-559.64-00	$31,608	BUDGT ROLL: CAMERAS RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$750,000	BUDGT ROLL: DWNTWN PRKIN RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$1,499,756	BUDGT ROLL: LEE WENNER RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$50,000	BUDGT ROLL: VILLAGE SIGNS RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$15,748	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		110-3230-559.83-00	$10,000		
	01/10/2024	110-3230-559.63-00	($106,329)	REDUCED TIF REVENUE RESOLUTION #: CCRA 23-797	1448
	02/07/2024	110-3230-559.23-04	($336)	MEMBERSHIP REGISTRATION RESOLUTION #: CCRA 24-043	1853
		110-3230-559.54-00	$336		
		110-3230-559.49-00	$3,300	203 ORANGE SITE ANALYSIS RESOLUTION #: CCRA 24-052	1854
		110-3230-559.64-00	($3,300)		
	04/18/2024	110-3230-559.46-00	($5,000)	CORRECT R&M>R&M BUILDINGS RESOLUTION #: CCRA-24-119	2951
		110-3230-559.46-02	$5,000		
		110-3230-559.46-00	$4,766	PARK FENCING & LOCKS RESOLUTION #: CCRA-24-184	2956
		110-3230-559.63-07	$19,165		
	05/31/2024	110-3230-559.12-00	($100)	COCOA CRA LTD SHORE UP RESOLUTION #: CCRA-24-226	3688
		110-3230-559.23-09	$100		
7	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$2,444,714**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
7	**Total Budget Amendments/Transfers**		**CRA COCOA RDA**	**$2,444,714**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	12/15/2023	111-3230-559.64-00	$50,000	BUDGT ROLL: BUS STOP SHEL RESOLUTION #: 23-143	1071
		111-3230-559.63-00	$50,000	BUDGT ROLL: PRVST/ GIL RE RESOLUTION #: 23-143	1071
		111-3230-559.63-00	$50,000	BUDGT ROLL: STAMPED PAVEM RESOLUTION #: 23-143	1071
		111-3230-559.56-15	$12,292	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		111-3230-559.83-00	$3,000		
	01/23/2024	111-3230-559.63-00	$0	BUS STOP CONCRETE PAD DECEMBER CLEANUP	1620
	01/31/2024	111-3230-559.12-00	($150)	D.S. PAYROLL SHORE UP RESOLUTION # DSCRA-24-038	1759
		111-3230-559.23-00	$75		
		111-3230-559.23-09	$75		
		111-3230-559.63-00	$21,226	MOVING BUS STOP SHELTER FUNDS TO BUS STOP PAD	1761
		111-3230-559.64-00	($21,226)		
		111-3230-559.64-00	($28,774)	REDUCED TIF REVENUE RESOLUTION # DSCRA-24-003	1760
	03/13/2024	111-3230-559.31-00	($475,000)	M.C. BLAKE DSCRA FUNDING RESOLUTION # DSCRA-24-088	2361
		111-3230-581.91-01	$800,000		
	06/21/2024	111-3230-559.32-00	$100	ANNUAL AUDIT INCREASE RESOLUTION#: CCRA-24-344	3896

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	06/21/2024	111-3230-559.31-00	$10,000	CRA PLAN UPDATE CONSUL. RESOLUTION #: CCRA-24-345	3895
5	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$471,618**	
5	**Total Budget Amendments/Transfers**		**CRA DIAMOND SQUARE 626**	**$471,618**	
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	12/15/2023	130-1203-516.63-00	$11,818	BUDGT ROLL: FIBR OPT. RNG RESOLUTION #: 23-143	1071
		130-1203-516.63-00	$109,013	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
1	**Total Budget Amendments/Transfers**		**Division 1203 Total**	**$120,831**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	12/15/2023	130-1600-513.56-15	$18,590	BUDGT ROLL: DIG. RECORDS RESOLUTION #: 23-143	1071
		130-1600-513.56-15	$4,572	BUDGT ROLL: LAPTOPS RESOLUTION #: 23-143	1071
		130-1600-513.56-15	$17,896	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
1	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**$41,058**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	12/15/2023	130-2100-521.64-00	$4,224	BUDGT ROLL: FY22 PD VEH. RESOLUTION #: 23-143	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	12/15/2023	130-2100-521.64-00	$128,004	BUDGT ROLL: FY23 PD VEH. RESOLUTION #: 23-143	1071
1	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$132,228**	
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/17/2023	130-2201-522.64-00	$62,705	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	130-2201-522.64-00	$62,705	BUDGT ROLL: FD BRUSH TRK RESOLUTION #: 23-143	1071
		130-2201-522.64-00	$198,596	BUDGT ROLL: FD TRAIN TRAI RESOLUTION #: 23-143	1071
		130-2201-522.64-00	$682,088	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	04/25/2024	130-2201-522.64-00	($62,705)	CORRECT ROLL: BRUSH TRUCK RESOLUTION #: 24-039	3072
3	**Total Budget Amendments/Transfers**		**Division 2201 Total**	**$943,389**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	12/15/2023	130-3230-559.83-03	$50,000	BUDGT ROLL: CAMP SCHOLAR. RESOLUTION #: 23-143	1071
1	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$50,000**	
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	12/15/2023	130-3510-541.64-00	$73,018	BUDGT ROLL: PW WORK TRUCK RESOLUTION #: 23-143	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	**Total Budget Amendments/Transfers**		**Division 3510 Total**	**$73,018**	
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	12/15/2023	130-3520-572.64-00	$55,925	BUDGT ROLL: PW WORK VEH. RESOLUTION #: 23-143	1071
	04/25/2024	130-3520-572.64-00	($55,925)	CSLFRF FUNDS TO NEW DIV RESOLUTION #: 24-039	3073
2	**Total Budget Amendments/Transfers**		**Division 3520 Total**	**$0**	
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	12/15/2023	130-3560-519.64-00	$83,980	BUDGT ROLL: PD COND. UNIT RESOLUTION #: 23-143	1071
	04/25/2024	130-3560-519.64-00	$55,925	CSLFRF FUNDS TO NEW DIV RESOLUTION #: 24-039	3073
2	**Total Budget Amendments/Transfers**		**Division 3560 Total**	**$139,905**	
3	**Total Budget Amendments/Transfers**		**AMERICAN RESCUE PLAN FUND**	**$1,500,429**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	02/29/2024	143-2100-521.52-00	$13,457	FED. FUNDS FOR TRAINING RESOLUTION #: 24-013	2169
1	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$13,457**	
1	**Total Budget Amendments/Transfers**		**FEDERAL FORFEITURE FUND**	**$13,457**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	10/27/2023	303-3570-538.63-08	$226,878	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
		303-3570-538.63-73	$4,302,406		
	05/17/2024	303-3570-538.63-00	$550,000	FISKE CEI & CONSTRUCTION RESOLUTION #: 24-043	3395
		303-3570-538.63-00	$199,145	FISKE CORR NON-GRANT FNDs RESOLUTION #: 23-043	3396
		303-3570-538.63-73	($199,145)		
2	**Total Budget Amendments/Transfers**		**Division 3570 Total**	**$5,079,284**	
2	**Total Budget Amendments/Transfers**		**FISKE BV CMPLT STRTSCAPE**	**$5,079,284**	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	12/18/2023	304-3580-572.63-00	$168,000	DOCKING & BREAKWTR GRANT RESOLUTION #: 23-141	1091
1	**Total Budget Amendments/Transfers**		**Division 3580 Total**	**$168,000**	
1	**Total Budget Amendments/Transfers**		**T DOCKS / BREAKWATER**	**$168,000**	
1506 - INVENTORY					
1506 - INVENTORY	02/26/2024	421-1506-536.46-00	($400)	JANUARY CLEANUP Forklift Fuel	2116
		421-1506-536.52-30	$400		
	05/31/2024	421-1506-536.23-00	$100	INSURANCE OVERAGES MAY CLEANUP	3689
		421-1506-536.24-00	($100)		
		421-1506-536.23-09	$110	LTD OVERAGES MAY CLEANUP	3689

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1506 - INVENTORY	05/31/2024	421-1506-536.24-00	($110)	LTD OVERAGES MAY CLEANUP	3689
2	**Total Budget Amendments/Transfers**		**Division 1506 Total**	**$0**	
1515 - UTILITY SUPPORT SERVICES					
1515 - UTILITY SUPPORT SERVICES	11/17/2023	421-1515-536.64-00	$114,908	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	421-1515-536.64-00	$90,503	BUDGT ROLL: FY23 VEH. RESOLUTION #: 23-143	1071
		421-1515-536.64-00	$24,182	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	04/03/2024	421-1515-536.49-00	$658	VEHICLE TITLE FEES MARCH CLEANUP	2687
		421-1515-536.52-30	($658)		
	04/10/2024	421-1515-536.56-15	($7,728)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	04/25/2024	421-1515-536.64-00	($63,171)	REFND EXCESS VEHICLE ROLL RESOLUTION #: 24-039	3072
5	**Total Budget Amendments/Transfers**		**Division 1515 Total**	**$158,694**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	11/17/2023	421-4010-536.31-00	$45,000	GEHRING RISK CONSULTING October Cleanup	667
		421-4010-536.45-00	($45,000)		
		421-4010-581.91-24	$1,182	MANHOLE LINING	670
	12/15/2023	421-4010-536.56-15	$3,000,000	BUDGT ROLL: W/S ERP RESOLUTION #: 23-143	1071
		421-4010-536.31-00	$26,718	PO ROLL: SEE TRACKER RESOLUTION #:	1065

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	12/15/2023	421-4010-536.31-01	$110,139	23-142	1065
		421-4010-536.46-03	$4,472		
	02/29/2024	421-4010-581.91-24	$114,973	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		421-4010-581.91-24	$1,687,506	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
	04/10/2024	421-4010-536.56-15	($1,656)	SAMSARA MOVE TO DEBT GASB96 - (4 OF 6)	2799
	04/11/2024	421-4010-536.39-00	($10,671)	TAYLOR CREEK RESERVOIR AGENDA #: 24-153	2826
	04/25/2024	421-4010-536.49-00	$75,000	INTEREST FOR CUSTOMER ACC RESOLUTION #: 24-039	3072
		421-4010-536.49-00	$10,000	INVENTORY OVER/ SHORT RESOLUTION #: 24-039	3072
	05/17/2024	421-4010-536.39-00	($400,000)	FISKE UT CONTINGENCY FUND RESOLUTION #: 24-043	3394
		421-4010-581.91-24	$400,000		
		421-4010-536.39-00	($89,613)	FUND BNR CHANGE ORDER #6 RESOLUTION #: 23-046	3397
		421-4010-581.91-24	$89,613		
	05/31/2024	421-4010-536.12-00	($11,400)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		421-4010-536.12-12	$11,400		
		421-4010-536.12-00	($2,900)	INTERN SALARIES MAY CLEANUP	3689
		421-4010-536.13-00	$2,900		
		421-4010-536.31-00	($2,600)	REPAIR #22 FORD ESCAPE MAY CLEANUP	3689
		421-4010-536.46-03	$2,600		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	05/31/2024	421-4010-536.12-00	($3,500)	RETIREMENT CONTRIBUTIONS MAY CLEANUP	3689
		421-4010-536.22-00	$3,500		
		421-4010-536.52-00	$1,500	SAT. PHONES: ADMIN & DYAL MAY CLEANUP	3689
		421-4010-536.56-15	($1,500)		
		421-4010-536.34-00	($300)	VEH. REPAIR & MAINTENANCE MAY CLEANUP	3689
		421-4010-536.46-03	$300		
8	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$5,017,663**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	10/13/2023	421-4020-536.44-21	($433,680)	DYAL GENERATOR GASB87 COMPLIANCE	161
	11/17/2023	421-4020-536.34-00	$5,000	DYAL ELEV. CONTRACT SVCS October Cleanup	667
		421-4020-536.46-00	($5,000)		
	12/15/2023	421-4020-536.46-00	$34,922	BUDGT ROLL: ACTUATOR REP. RESOLUTION #: 23-143	1071
		421-4020-536.64-00	$98,186	BUDGT ROLL: DUST COLL. RESOLUTION #: 23-143	1071
		421-4020-536.46-02	$50,000	BUDGT ROLL: TC ROOF REP. RESOLUTION #: 23-143	1071
		421-4020-536.46-02	$95,000	BUDGT ROLL: WEWA ROOF REP RESOLUTION #: 23-143	1071
		421-4020-536.31-03	$10,905	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4020-536.34-00	$17,253		
		421-4020-536.41-00	$358		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	12/15/2023	421-4020-536.46-00	$78,173	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4020-536.52-00	$1,191		
		421-4020-536.55-00	$6,016		
		421-4020-536.63-00	$33,005		
		421-4020-536.64-15	$350,834		
	12/18/2023	421-4020-536.46-00	($28,754)	NOV CLEANUP: SEE TRACKER SODA ASH SYSTEM REPLACE	1099
		421-4020-536.64-00	$28,754		
	01/22/2024	421-4020-536.64-00	$0	PUMP ROOM AC REPLACE MCC WS23DC TO BE REPLENISHED	1604
	01/25/2024	421-4020-536.46-00	($141,853)	DYAL HVAC REPLACEMENT RESOLUTION #: 24-009	1667
		421-4020-536.64-00	$141,853		
	02/26/2024	421-4020-536.12-00	($397)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		421-4020-536.12-12	$397		
		421-4020-536.40-00	$5,000	JANUARY CLEANUP Travel: Conf. & Training	2116
		421-4020-536.52-09	($5,000)		
	04/03/2024	421-4020-536.12-00	($6,000)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		421-4020-536.12-12	$6,000		
	04/10/2024	421-4020-536.56-15	($6,900)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	04/11/2024	421-4020-536.31-00	$10,671	TAYLOR CREEK RESERVOIR AGENDA #: 24-153	2826
	04/25/2024	421-4020-536.31-03	$73,444	JACOBS ASSET INV ASSIST. RESOLUTION #: 24-038	3071
		421-4020-536.52-09	($73,444)		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	05/31/2024	421-4020-536.34-00	($8,000)	FUND EXCAVATOR MAY CLEANUP	3689
		421-4020-536.44-00	$8,000		
12	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$345,934**	
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	12/15/2023	421-4025-536.64-00	$70,347	BUDGT ROLL: FY22 CAP. PUR RESOLUTION #: 23-143	1071
		421-4025-536.64-00	$40,065	BUDGT ROLL: FY23 CAP PUR RESOLUTION #: 23-143	1071
		421-4025-536.64-00	$18,897	BUDGT ROLL: FY23 PD VEH. RESOLUTION #: 23-143	1071
		421-4025-536.46-00	$120,146	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4025-536.46-02	$10,048		
		421-4025-536.64-00	$106,240		
	02/26/2024	421-4025-536.12-00	($5,772)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		421-4025-536.12-12	$5,772		
	04/03/2024	421-4025-536.12-00	($14,429)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		421-4025-536.12-12	$14,429		
	04/10/2024	421-4025-536.56-15	($16,574)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	05/31/2024	421-4025-536.12-00	($1,000)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		421-4025-536.12-12	$1,000		
	06/30/2024	421-4025-536.46-00	$14,912	SEMPER HYDRANT KITS JUNE CLEANUP	4178
		421-4025-536.64-00	($14,912)		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
6	**Total Budget Amendments/Transfers**		**Division 4025 Total**	**$349,169**	
4055 - ENGINEERING					
4055 - ENGINEERING	12/15/2023	421-4055-536.63-00	$3,026,223	BUDGT ROLL: COCOA GROVE RESOLUTION #: 23-143	1071
		421-4055-536.63-00	$59,647	BUDGT ROLL: DYAL OZ IMPR. RESOLUTION #: 23-143	1071
		421-4055-536.63-00	$210,573	BUDGT ROLL: IND. PUMP ST. RESOLUTION #: 23-143	1071
		421-4055-536.63-00	$593,603	BUDGT ROLL: PINEDA RESOLUTION #: 23-143	1071
		421-4055-536.31-03	$36,526	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4055-536.63-00	$420,316		
	02/12/2024	421-4055-536.31-03	$1,000,000	REALLOCATE CAP. PLAN DEV	1916
		421-4055-536.63-00	($1,000,000)		
	02/29/2024	421-4055-536.63-00	($1,338,717)	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		421-4055-536.63-00	($1,687,506)	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
	04/03/2024	421-4055-536.12-00	($22,971)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		421-4055-536.12-12	$22,971		
	04/10/2024	421-4055-536.56-15	($1,656)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	04/11/2024	421-4055-536.63-00	$0	PINEDA RR CROSSING RESOLUTION #: 24-032	2831

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
6	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$1,319,009**	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	10/12/2023	421-4120-536.31-03	$26,000	SCADA MAINT. INCREASE RESOLUTION #: 23-113	141
		421-4120-536.46-00	($26,000)		
	11/17/2023	421-4120-536.64-00	$149,396	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
		421-4120-536.41-00	$2,604	4 EMP. CELLS & 1 AIR CARD October Cleanup	667
		421-4120-536.52-00	($2,604)		
	12/15/2023	421-4120-536.64-00	$5,834	BUDGT ROLL: ANALYTIC BAL RESOLUTION #: 23-143	1071
		421-4120-536.64-00	$149,396	BUDGT ROLL: FY23 VEH. RESOLUTION #: 23-143	1071
		421-4120-536.46-00	$17,749	BUDGT ROLL: PAINT SELLERS RESOLUTION #: 23-143	1071
		421-4120-536.64-00	$10,465	BUDGT ROLL: REUSE PUMP RESOLUTION #: 23-143	1071
		421-4120-536.46-02	$11,397	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4120-536.63-00	$45,243		
		421-4120-536.64-00	$31,829		
	02/26/2024	421-4120-536.12-00	($10,518)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		421-4120-536.12-12	$10,518		
		421-4120-536.12-00	($39,914)	JANUARY CLEANUP DROP PAYOUTS	2116
		421-4120-536.13-00	$39,914		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	03/05/2024	421-4120-536.44-00	$600	RENT TELESCOPIC BOOM FEBRUARY CLEANUP	2235
		421-4120-536.52-00	($600)		
	04/03/2024	421-4120-536.12-00	($36,069)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		421-4120-536.12-12	$36,069		
	04/10/2024	421-4120-536.56-15	($2,484)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	05/31/2024	421-4120-536.12-00	($2,505)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		421-4120-536.12-12	$2,505		
		421-4120-536.13-00	$12,605	DROP EMPLOYEES MAY CLEANUP	3689
		421-4120-536.23-04	($12,605)		
	06/30/2024	421-4120-536.46-00	$25,000	FUND REPAIRS & MAINT. JUNE CLEANUP	4178
		421-4120-536.52-00	($25,000)		
9	**Total Budget Amendments/Transfers**		**Division 4120 Total**	**$418,825**	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	10/27/2023	421-4125-536.31-03	$33,570	CAROLLO ENG. TASK # 24-03 RESOLUTION #: 23-119	346
		421-4125-536.46-00	($33,570)		
	11/17/2023	421-4125-536.46-00	($1,182)	MANHOLE LINING	670
	12/15/2023	421-4125-536.31-03	$22,955	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4125-536.46-00	$1,157		
		421-4125-536.64-00	$518,296		
	03/05/2024	421-4125-536.31-03	($5,808)	BUY VAC-CON: SFO FEBRUARY CLEANUP	2235
		421-4125-536.46-00	($17,192)		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4125 - SEWER FIELD OPERATIONS	03/05/2024	421-4125-536.64-00	$23,000	BUY VAC-CON: SFO FEBRUARY CLEANUP	2235
	04/03/2024	421-4125-536.12-00	($3,548)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		421-4125-536.12-12	$3,548		
		421-4125-536.41-00	$400	SFO VERIZON BILL MARCH CLEANUP	2687
		421-4125-536.52-00	($400)		
		421-4125-536.42-00	$4,000	SHORE UP POSTAGE MARCH CLEANUP	2687
		421-4125-536.53-00	($4,000)		
	04/10/2024	421-4125-536.56-15	($4,692)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	05/31/2024	421-4125-536.12-12	$5,000	ACCRUAL PAYOUTS MAY CLEANUP	3689
		421-4125-536.23-04	($5,000)		
		421-4125-536.44-00	($1,000)	CDL DRIVERS TEST INCREASE MAY CLEANUP	3689
		421-4125-536.49-00	$1,000		
		421-4125-536.46-03	($300)	CDL TRAINING MAY CLEANUP	3689
		421-4125-536.49-00	$300		
		421-4125-536.12-00	($95)	SHOE ALLOWANCE NEG. MAY CLEANUP	3689
		421-4125-536.20-00	$95		
	06/30/2024	421-4125-536.46-00	($6,750)	FDEP PENALTY JUNE CLEANUP	4178
		421-4125-536.49-00	$6,750		
8	**Total Budget Amendments/Transfers**		**Division 4125 Total**	**$536,534**	
4700 - DEBT SERVICE					
4700 - DEBT SERVICE	10/13/2023	421-4700-517.71-32	$339,510	DYAL GENERATOR GASB87	161

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4700 - DEBT SERVICE	10/13/2023	421-4700-517.72-32	$94,170	COMPLIANCE	161
	04/10/2024	421-4700-591.71-35	$38,320	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
		421-4700-591.72-35	$1,714		
		421-4700-591.71-35	$1,585	SAMSARA MOVE TO DEBT GASB96 - (4 OF 6)	2799
		421-4700-591.72-35	$71		
2	**Total Budget Amendments/Transfers**		**Division 4700 Total**	**$475,370**	
19	**Total Budget Amendments/Transfers**		**WATER/SEWER FUND**	**$8,621,198**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	02/29/2024	422-4010-581.91-24	$107,092	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		422-4010-581.91-24	$2,593,648	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
		422-4010-581.91-24	$2,401,619	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$5,102,359**	
4055 - ENGINEERING					
4055 - ENGINEERING	02/29/2024	422-4055-536.63-00	$0	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
1	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$0**	
1	**Total Budget Amendments/Transfers**		**WATER/SEWER IMPACT FEE**	**$5,102,359**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	10/27/2023	423-3570-538.63-73	$717,291	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
	11/30/2023	423-3570-538.39-00	($52,733)	ADD. EOR SERVICES F&B & BOND FOR WETLND R #23-136	822
		423-3570-538.63-00	$52,733		
	12/15/2023	423-3570-538.63-00	$50,678	BUDGT ROLL: AURORA DITCH RESOLUTION #: 23-143	1071
		423-3570-538.63-36	$768,000	BUDGT ROLL: FISKE/ PND RESOLUTION #: 23-143	1071
		423-3570-538.63-00	$28,800	BUDGT ROLL: FLOATING WET. RESOLUTION #: 23-143	1071
		423-3570-538.63-00	$500	BUDGT ROLL: ROADWAY ELEV. RESOLUTION #: 23-143	1071
		423-3570-538.63-35	$120,000	BUDGT ROLL: US1/ FOREST A RESOLUTION #: 23-143	1071
		423-3570-538.31-00	$21,412	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		423-3570-538.34-00	$4,253		
		423-3570-538.46-00	$600		
		423-3570-538.63-00	$81,399		
		423-3570-538.64-00	$49,349		
	02/26/2024	423-3570-538.12-00	($225)	JANUARY CLEANUP CELL PHONE ALLOWANCE	2116
		423-3570-538.15-00	$225		
		423-3570-538.63-00	$0		
	02/29/2024	423-3570-538.39-00	($110,000)	VAC CON & ST. SWPR REPAIR RESOLUTION #: 24-015	2170

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	02/29/2024	423-3570-538.46-03	$110,000	VAC CON & ST. SWPR REPAIR RESOLUTION #: 24-015	2170
	04/02/2024	423-3570-538.63-00	$18,949	US1 & FORREST AVE FUNDING RESOLUTION #: 24-028	2665
	04/10/2024	423-3570-538.56-15	($3,147)	SAMSARA MOVE TO DEBT GASB96 - (6 OF 6)	2802
		423-3570-538.71-35	$3,012		
		423-3570-538.72-35	$135		
	05/17/2024	423-3570-538.63-00	$257,138	FISKE CORR NON-GRANT FNDs RESOLUTION #: 23-043	3396
		423-3570-538.63-73	($257,138)		
	06/28/2024	423-3570-538.63-00	$0	MOVE FUNDS TO SORIAL PROJ # TO TRACK SOIRL PROJECTS	4017
9	**Total Budget Amendments/Transfers**		**Division 3570 Total**	**$1,861,231**	
9	**Total Budget Amendments/Transfers**		**STORMWATER UTILITY**	**$1,861,231**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	10/27/2023	424-4010-581.91-21	$199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128	351
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$199,904**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	12/15/2023	424-4020-536.63-00	$260,000	BUDGT ROLL: C-F POLY. TNK RESOLUTION #: 23-143	1071
		424-4020-536.63-00	$1,338,836	BUDGT ROLL: REACTOR CLAR. RESOLUTION #: 23-143	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	12/15/2023	424-4020-536.63-00	$751,522	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		424-4020-536.64-00	$81,472		
	04/25/2024	424-4020-536.64-00	($240,000)	MOVE F TANK/ BULK STORAGE RESOLUTION #: 24-025	3070
2	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$2,191,830**	
4055 - ENGINEERING					
4055 - ENGINEERING	10/27/2023	424-4055-536.63-08	$46,469	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
		424-4055-536.63-73	$998,420		
	12/15/2023	424-4055-536.63-00	$85,000	BUDGT ROLL: BANNA RIV TNK RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$2,102	BUDGT ROLL: DYAL CO2 BULK RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$4,275,000	BUDGT ROLL: DYAL OZONE IM RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$1,463,198	BUDGT ROLL: DYAL WELL 17 RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$150,000	BUDGT ROLL: GRNDWT FLUME RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$8,776,363	BUDGT ROLL: IRP RESOLUTION #: 23-143	1071
		424-4055-536.63-06	$75,071	BUDGT ROLL: LIFT STN. 1 RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$4,061,770	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	01/25/2024	424-4055-536.63-00	$3,382,443	ADD. IRP IPS & TPS FNDING RESOLUTION #: 24-004	1665
	02/26/2024	424-4055-536.63-00	$0	JANUARY CLEANUP CELL PHONE ALLOWANCE	2116
	02/29/2024	424-4055-536.63-00	$222,065	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		424-4055-536.63-00	$4,413,648	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
		424-4055-536.63-00	$4,089,125	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
	04/25/2024	424-4055-536.63-00	$240,000	MOVE F TANK/ BULK STORAGE RESOLUTION #: 24-025	3070
	05/17/2024	424-4055-536.63-00	$90,819	FISKE CORR NON-GRANT FNDs RESOLUTION #: 23-043	3396
		424-4055-536.63-73	($90,819)		
		424-4055-536.63-00	$400,000	FISKE UT CONTINGENCY FUND RESOLUTION #: 24-043	3394
7	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$32,680,674**	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	12/15/2023	424-4120-536.63-00	$1,000,000	BUDGT ROLL: AERATN BLOWER RESOLUTION #: 23-143	1071
		424-4120-536.63-00	$393,949	BUDGT ROLL: BNR RESOLUTION #: 23-143	1071
		424-4120-536.63-00	$45,170	BUDGT ROLL: HYDROPNEUMATC RESOLUTION #: 23-143	1071
		424-4120-536.64-15	$300,000	BUDGT ROLL: M&L CNTRL BRD	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	12/15/2023			RESOLUTION #: 23-143	
		424-4120-536.63-00	$619,767	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	05/17/2024	424-4120-536.63-00	$89,613	FUND BNR CHANGE ORDER #6 RESOLUTION #: 23-046	3397
2	**Total Budget Amendments/Transfers**		**Division 4120 Total**	**$2,448,499**	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/17/2023	424-4125-536.63-00	$1,182	MANHOLE LINING	670
	06/30/2024	424-4125-536.63-00	$0	CORRECT PROJECT NUMBER JUNE CLEANUP	4178
2	**Total Budget Amendments/Transfers**		**Division 4125 Total**	**$1,182**	
9	**Total Budget Amendments/Transfers**		**RENEWAL & REPLACE FUND**	**$37,522,089**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	02/29/2024	425-4010-581.91-24	$1,820,000	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$1,820,000**	
1	**Total Budget Amendments/Transfers**		**W/S RESTRICTED ASSETS**	**$1,820,000**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	04/11/2024	427-4020-536.31-34	$53,354	TAYLOR CREEK RESERVOIR AGENDA #: 24-153	2826
		427-4020-536.31-35	$26,677		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	04/11/2024	427-4020-536.31-36	$7,114	TAYLOR CREEK RESERVOIR AGENDA #: 24-153	2826
		427-4020-536.31-37	$80,030		
1	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$167,175**	
1	**Total Budget Amendments/Transfers**		**TCR/SJR PROJECT**	**$167,175**	

92 Transfers & Amendments Between Oct 1, 2023 and Jun 30, 2024

FY 2024 Total Transfer & Amendments $77,820,013

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero

Report: Expense Budget Tracking Worksheet
Run by: David J. Radford

Date: 07/18/2024

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
10/12/2023	001-0000-331.20-28	$15,572	ACCEPT JAG GRANT FUNDS RESOLUTION #: 23-115	143
	001-0000-389.99-50	$1,969,004	PROVOST PARK BUDGET FY124 RESOLUTION #: 23-116	
	001-0000-369.90-04	$5,000	RECEIVE HVE GRANT FUNDS RESOLUTION #: 23-114	
10/27/2023	001-0000-389.99-50	$450,000	FY 24 PAVING BUDGET RESOLUTION #: 23-126	
	001-0000-389.99-50	$321,797	PROVOST PARK LIGHTS RESOLUTION #: 23-118	
	001-0000-389.99-50	$692,385	STRADLEY PARK BUDGET RESOLUTION #: 23-121	
	001-0000-331.20-29	$12,940	23 BULLET PROOF VST GRANT RESOLUTION #: 23-127	
11/17/2023	001-0000-389.99-50	$0	STRADLEY PARK PROJECT SHORTFALL	
11/30/2023	001-0000-364.00-00	$525,000	SELL LADDER BUY PMPER TRK RESOLUTION #: 23-139	
	001-0000-389.99-50	$127,875		
12/15/2023	001-0000-389.99-50	$6,356,024	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	001-0000-331.20-23	$3,066	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
	001-0000-331.20-26	$1,960		
	001-0000-331.70-02	$17,700		
	001-0000-334.70-11	$4,204		
	001-0000-389.99-50	$1,681,979		
01/16/2024	001-0000-369.90-00	$112,400	FLORIDA CITY GAS PIPELINE RESOLUTION #:	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
			24-008	143
04/01/2024	001-0000-381.91-11	$800,000	M.C. BLAKE DSCRA FUNDING RESOLUTION #: 24-029	
	001-0000-366.10-10	$6,000	PD CANINE DONATION RESOLUTION #: 24-026	
04/11/2024	001-0000-366.10-10	$1,800	K-9 VEST DONATION RESOLUTION #: 24-035	
04/25/2024	001-0000-389.99-50	$50,000	CORRECT ROLL: SIDEWALKS RESOLUTION #: 24-039	
	001-0000-334.70-11	$144,460	H.T. MOORE WINDOW REPLACE RESOLUTION #: 24-041	
	001-0000-389.99-50	$144,460		
	001-0000-331.20-27	($6,528)	VOCA GRANT AWARD TRUE UP RESOLUTION #: 24-039	
05/07/2024	001-0000-389.99-50	$5,104	BRACCO POND 1 CORRECT ROLL	
	001-0000-389.99-50	$34,287	BRACCO POND 2 CORRECT ROLL	
	001-0000-389.99-50	$9,244	BREVARD MUSEUM CORRECT ROLL	
	001-0000-389.99-50	$6,465	CARL ANDERSON CORRECT ROLL	
	001-0000-389.99-50	($679,000)	ERP CORRECT ROLL	
	001-0000-389.99-50	($634,500)	FIRE PUMPER TRUCK CORRECT ROLL	
	001-0000-389.99-50	$26,651	FLEET FUEL TANK CORRECT ROLL	
	001-0000-389.99-50	$26,886	PD HQ CORRECT ROLL	
	001-0000-389.99-50	$139	PWFBPI CORRECT ROLL	
05/17/2024	001-0000-389.99-50	$550,000	FISKE CEI & CONSTRUCTION RESOLUTION #: 24-043	
05/31/2024	001-0000-366.10-10	$2,726	ACCEPT K9 COOLGUARD DON. RESOLUTION	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
05/31/2024			#: 24-047	143
	001-0000-334.50-55	$75,000	FDEP VULNERABILITY ASSESS RESOLUTION #: 24-048	
12	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$12,860,100**
12	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**GENERAL FUND**	**$12,860,100**
12/15/2023	104-0000-389.99-50	$151,680	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
04/25/2024	104-0000-331.54-00	($1,954)	TRUE UP HOME BUDGET RESOLUTION #: 24-024	
	104-0000-361.10-00	$329		
	104-0000-389.99-10	$79,366		
	104-0000-389.99-50	($79,366)		
	104-0000-389.99-50	($58,430)	TRUE UP HOME: CONTINGENCY RESOLUTION #: 24-024	
	104-0000-389.99-50	($14,271)	TRUE UP HOME: EXCESS BAL. RESOLUTION #: 24-024	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$77,354**
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**BREVARD COUNTY HOME**	**$77,354**
10/12/2023	105-0000-334.90-01	$14,691	RECEIVE SHIP FUNDS RESOLUTION #: 23-112	142
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$14,691**
1	**Total Budget**	**Total Budget**	**SHIP/COCOA HOUSING TRUST**	**$14,691**

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers	**Amendments/Transfers**		
12/15/2023	107-0000-389.99-50	$12,094	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
12/18/2023	107-0000-389.99-50	$3,000	BLD 2 CITIZENSERVE RPRTS RESOLUTION #: 23-144	
04/01/2024	107-0000-389.99-50	$48,220	BUILDING OFFICIAL VEHICLE RESOLUTION #: 24-027	
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$63,314**
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**BUILDING PERMITS**	**$63,314**
04/25/2024	108-0000-389.99-50	$4,000	SECTION 108 LOAN INTEREST RESOLUTION #: 24-039	3072
	108-0000-389.99-50	$29,000	SECTION 108 LOAN PRE-PMT RESOLUTION #: 24-039	
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$33,000**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**SEC 108 LOAN GUARANTEE**	**$33,000**
12/07/2023	110-0000-389.99-50	$86,000	Buy 203 Orange St. Resolution #: CCRA23-752	958
	110-0000-389.99-50	$84,000	Docking & Breakwtr Match RESOLUTION #: CCRA 23-749	
12/15/2023	110-0000-389.99-50	$2,331,364	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	110-0000-389.99-50	$25,748	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
01/10/2024	110-0000-338.00-00	($106,329)	REDUCED TIF REVENUE RESOLUTION #: CCRA 23-797	958
04/18/2024	110-0000-389.99-50	$23,931	PARK FENCING & LOCKS RESOLUTION #: CCRA-24-184	
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$2,444,714**
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CRA COCOA RDA**	**$2,444,714**
12/15/2023	111-0000-389.99-50	$150,000	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	1065
	111-0000-389.99-50	$15,292	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
01/31/2024	111-0000-338.00-00	($28,774)	REDUCED TIF REVENUE RESOLUTION # DSCRA-24-003	
03/13/2024	111-0000-389.99-50	$325,000	M.C. BLAKE DSCRA FUNDING RESOLUTION # DSCRA-24-088	
06/21/2024	111-0000-389.99-50	$100	ANNUAL AUDIT INCREASE RESOLUTION#: CCRA-24-344	
	111-0000-389.99-50	$10,000	CRA PLAN UPDATE CONSUL. RESOLUTION #: CCRA-24-345	
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$471,618**
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CRA DIAMOND SQUARE 626**	**$471,618**
11/17/2023	130-0000-389.99-50	$62,705	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
12/15/2023	130-0000-331.90-02	$691,432	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	669
	130-0000-331.90-02	$808,997	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
04/25/2024	130-0000-389.99-50	($62,705)	CORRECT ROLL: BRUSH TRUCK RESOLUTION #: 24-039	
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,500,429**
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**AMERICAN RESCUE PLAN FUND**	**$1,500,429**
02/29/2024	143-0000-389.99-50	$13,457	FED. FUNDS FOR TRAINING RESOLUTION #: 24-013	2169
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$13,457**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**FEDERAL FORFEITURE FUND**	**$13,457**
10/27/2023	303-0000-331.90-01	$4,103,261	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
	303-0000-389.99-50	$426,023		
05/17/2024	303-0000-381.91-01	$550,000	FISKE CEI & CONSTRUCTION RESOLUTION #: 24-043	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$5,079,284**
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**FISKE BV CMPLT STRTSCAPE**	**$5,079,284**
12/18/2023	304-0000-337.30-21	$84,000	DOCKING & BREAKWTR GRANT RESOLUTION #: 23-141	1091

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
12/18/2023	304-0000-381.91-10	$84,000	DOCKING & BREAKWTR GRANT RESOLUTION #: 23-141	1091
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$168,000**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**T DOCKS / BREAKWATER**	**$168,000**
10/27/2023	421-0000-381.91-24	$199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128	351
	421-0000-389.99-50	($199,904)		
11/17/2023	421-0000-389.99-50	$264,304	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	
12/15/2023	421-0000-389.99-50	$7,571,410	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	421-0000-389.99-50	$1,987,399	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
02/29/2024	421-0000-389.99-50	($1,223,744)	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	
04/25/2024	421-0000-389.99-50	$75,000	INTEREST FOR CUSTOMER ACC RESOLUTION #: 24-039	
	421-0000-389.99-50	$10,000	INVENTORY OVER/ SHORT RESOLUTION #: 24-039	
	421-0000-389.99-50	($63,171)	REFND EXCESS VEHICLE ROLL RESOLUTION #: 24-039	
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$8,621,198**
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WATER/SEWER FUND**	**$8,621,198**

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
02/29/2024	422-0000-389.99-50	$107,092	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
	422-0000-389.99-50	$2,593,648	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	
	422-0000-389.99-50	$2,401,619	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$5,102,359**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WATER/SEWER IMPACT FEE**	**$5,102,359**
10/27/2023	423-0000-389.99-50	$717,291	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
12/15/2023	423-0000-334.36-35	$120,000	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	423-0000-389.99-50	$79,978		
	423-0000-334.36-36	$768,000	BUDGT ROLL: FISKE/ PND RESOLUTION #: 23-143	
	423-0000-389.99-50	$157,013	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
04/02/2024	423-0000-338.10-05	$18,949	US1 & FORREST AVE FUNDING RESOLUTION #: 24-028	
04/25/2024	423-0000-338.10-05	$28,169	REFND EXCESS VEHICLE ROLL RESOLUTION #: 24-039	
	423-0000-389.99-50	($28,169)		
05/17/2024	423-0000-334.36-69	$28,169	CORR IRD WATER QUAL. & RESILIENCY ACCT	
	423-0000-338.10-05	($28,169)		
5	**Total Budget**	**Total Budget**	**Division 0000 Total**	**$1,861,231**

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers	**Amendments/Transfers**		
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**STORMWATER UTILITY**	**$1,861,231**
10/27/2023	424-0000-389.99-50	$1,044,889	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
	424-0000-389.99-50	$199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128	
11/17/2023	424-0000-381.91-21	$1,182	MANHOLE LINING	
12/15/2023	424-0000-331.35-01	$56,303	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	424-0000-389.99-50	$18,108,386		
	424-0000-389.99-50	$5,514,531	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
01/25/2024	424-0000-389.99-50	$3,382,443	ADD. IRP IPS & TPS FNDING RESOLUTION #: 24-004	
02/29/2024	424-0000-381.91-21	$114,973	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	
	424-0000-381.91-42	$107,092		
	424-0000-381.91-25	$1,820,000	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	
	424-0000-381.91-42	$2,593,648		
	424-0000-381.91-21	$1,687,506	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	
	424-0000-381.91-42	$2,401,619		
05/17/2024	424-0000-381.91-21	$400,000	FISKE UT CONTINGENCY FUND RESOLUTION #: 24-043	
	424-0000-381.91-21	$89,613	FUND BNR CHANGE ORDER #6 RESOLUTION #: 23-046	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 6/30/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
6	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$37,522,089**
6	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**RENEWAL & REPLACE FUND**	**$37,522,089**
02/29/2024	425-0000-389.99-50	$1,820,000	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,820,000**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**W/S RESTRICTED ASSETS**	**$1,820,000**
04/11/2024	427-0000-389.84-00	$167,175	TAYLOR CREEK RESERVOIR AGENDA #: 24-153	2826
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$167,175**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**TCR/SJR PROJECT**	**$167,175**

48 Transfers & Amendments Between Oct 1, 2023 and Jun 30, 2024

FY 2024 Total Transfer & Amendments $77,820,013

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero

Report: Revenue Budget Tracking Worksheet
Run by: David J. Radford

Date: 07/18/2024

Legislation Details (With Text)

File #:	24-361	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/25/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	FY 2024 May Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Expense Budget Tracking Worksheet.pdf Revenue Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 25, 2024
Agenda Date: July 9, 2024
Prepared By: Dave Radford, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
FY 2024 May Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2024 thru May 31st, 2024.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Informational Item Only

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1000 - CITY COUNCIL					
1000 - CITY COUNCIL	02/26/2024	001-1000-511.23-04	($500)	JANUARY CLEANUP POSTAGE: YARD WASTE	2116
		001-1000-511.42-00	$1,741		
		001-1000-511.48-00	($241)		
		001-1000-511.21-00	($1,000)		
1	**Total Budget Amendments/Transfers**		**Division 1000 Total**	**$0**	
1100 - CITY MANAGER'S OFFICE					
1100 - CITY MANAGER'S OFFICE	01/23/2024	001-1100-512.11-00	($61,260)	GATEWAY/ RVI DECEMBER CLEANUP	1620
	05/31/2024	001-1100-512.51-00	$200	NEW CHAIR: CM EXEC ASST MAY CLEANUP	3689
		001-1100-512.40-00	($200)		
2	**Total Budget Amendments/Transfers**		**Division 1100 Total**	**($61,260)**	
1104 - PLANNING					
1104 - PLANNING	11/17/2023	001-1104-515.51-00	$800	VERIZON BALANCE October Cleanup	667
		001-1104-515.34-00	($5,000)		
		001-1104-515.41-00	$1,200		
		001-1104-515.42-00	$3,000		
	12/15/2023	001-1104-515.34-00	$56,914	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	01/23/2024	001-1104-515.34-00	$61,260	GATEWAY/ RVI DECEMBER CLEANUP	1620
	02/26/2024	001-1104-515.42-00	($570)	JANUARY CLEANUP LID. CONFERENCE: PLANNERS	2116
		001-1104-515.55-00	$570		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1104 - PLANNING	02/26/2024	001-1104-515.12-00	($15,356)	JANUARY CLEANUP PT PLANNING INTERN	2116
		001-1104-515.13-00	$15,356		
	04/03/2024	001-1104-515.12-12	$923	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		001-1104-515.12-00	($923)		
	05/31/2024	001-1104-515.42-00	($63)	RECORDING FEES MAY CLEANUP	3689
		001-1104-515.49-00	$63		
6	**Total Budget Amendments/Transfers**		**Division 1104 Total**	**$118,174**	
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	10/13/2023	001-1203-517.72-30	$418	US BANK SISSINE COPIER GASB87 COMPLIANCE	163
		001-1203-517.71-30	$51,278		
		001-1203-516.44-00	($51,696)		
	11/17/2023	001-1203-516.41-00	$4,000	INTERNEET FEES AND TAXES October Cleanup	667
		001-1203-516.64-15	($4,000)	INTERNET FEES AND TAXES OCTOBER CLEANUP	667
	12/15/2023	001-1203-516.46-00	$2,867	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-1203-516.56-15	$2,744		
	12/19/2023	001-1203-516.56-15	$13,200	BUDGT ROLL: SOCRATA RESOLUTION #: 23-143	1115
	02/26/2024	001-1203-516.64-15	($2,000)	JANUARY CLEANUP INTERNET FEES	2116
		001-1203-516.41-00	$2,000		
	04/03/2024	001-1203-516.12-00	($27,733)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1203 - INFORMATION TECHNOLOGY	04/03/2024	001-1203-516.12-12	$27,733	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
	04/10/2024	001-1203-516.56-15	($276)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
7	**Total Budget Amendments/Transfers**		**Division 1203 Total**		**$18,535**
1500 - FINANCE GENERAL ACCOUNTNG					
1500 - FINANCE GENERAL ACCOUNTNG	05/31/2024	001-1500-513.12-00	($1,297)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		001-1500-513.12-12	$1,297		
1	**Total Budget Amendments/Transfers**		**Division 1500 Total**		**$0**
1505 - PURCHASING					
1505 - PURCHASING	05/31/2024	001-1505-513.51-00	($495)	NPI AEP AWARD (P-CARD) MAY CLEANUP	3689
		001-1505-513.49-00	$495		
1	**Total Budget Amendments/Transfers**		**Division 1505 Total**		**$0**
1510 - FINANCE UTILITY ACCOUNTNG					
1510 - FINANCE UTILITY ACCOUNTNG	05/31/2024	001-1510-513.47-00	($24,000)	POSTAGE PO INCREASE MAY CLEANUP	3689
		001-1510-513.34-00	($5,000)		
		001-1510-513.42-00	$29,000		
1	**Total Budget Amendments/Transfers**		**Division 1510 Total**		**$0**
1600 - GENERAL OPERATIONS					
1600 - GENERAL	11/17/2023	001-1600-513.31-00	$5,000	FD MENTAL HEALTH SVCS. OCTOBER	667

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
OPERATIONS	11/17/2023			CLEANUP	
		001-1600-513.31-00	$15,000	GEHRING RISK CONSULTING October Cleanup	667
		001-1600-513.45-00	($15,000)		
		001-1600-513.39-00	($1,500)	WEDLOW SIGN ON BONUS OCTOBER CLEANUP	667
	12/15/2023	001-1600-513.56-15	$679,000	BUDGT ROLL: AFBP21 ERP RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$52,500	BUDGT ROLL: AFBP21 SUST. RESOLUTION #: 23-143	1071
		001-1600-513.56-15	$1,457,967	BUDGT ROLL: AFBP22 ERP RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$400,000	BUDGT ROLL: AFFD. HOUSING RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$128,223	BUDGT ROLL: D.S. PAVING RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$480,000	BUDGT ROLL: ECON. INCENT. RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$634,500	BUDGT ROLL: FD PUMPER TRK RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$209,249	BUDGT ROLL: HS TRAINEES RESOLUTION #: 23-143	1071
		001-1600-513.55-02	$7,363	BUDGT ROLL: HS TRNEE RECR RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$240,000	BUDGT ROLL: MUSEUM CONT. RESOLUTION #: 23-143	1071
		001-1600-513.39-00	$241,000	BUDGT ROLL: P&F CADETS RESOLUTION	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	12/15/2023			#: 23-143	
		001-1600-513.39-00	$6,071	BUDGT ROLL: PARK IMPROV. RESOLUTION #: 23-143	1071
		001-1600-513.55-01	$14,182	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-1600-513.55-02	$7,045		
		001-1600-513.34-00	$13,028		
		001-1600-513.31-00	$67,103		
	01/16/2024	001-1600-513.39-00	$112,400	FLORIDA CITY GAS PIPELINE RESOLUTION #: 24-008	1503
		001-1600-513.39-00	($2,300)	915 FL AVE APPRAISAL RESOLUTION #: 23-794	1505
	02/26/2024	001-1600-513.23-05	($2,779)	JANUARY CLEANUP FRS CHARGES	2116
		001-1600-513.49-00	$2,779		
		001-1600-513.23-05	($1)	JANUARY CLEANUP NEG. ROUNDING	2116
		001-1600-513.81-00	$1		
	04/01/2024	001-1600-513.39-00	($71,020)	M.C. BLAKE DSCRA FUNDING RESOLUTION #: 24-029	2651
	04/10/2024	001-1600-513.56-15	($828)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
		001-1600-517.72-69	$933		
		001-1600-517.71-69	$20,871		
		001-1600-517.72-69	$482	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797
		001-1600-517.71-69	$10,753		
	04/18/2024	001-1600-513.39-00	($115,000)	JOE LEE SMITH POOL REPAIR RESOLUTION #: 24-037	2950

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	05/07/2024	001-1600-513.39-00	($37,089)	AFBP22 ALLOCATION FOR FD H/S TRAINEE PAYROLL	3228
		001-1600-513.39-00	$5,104	BRACCO POND 1 CORRECT ROLL	3229
		001-1600-513.39-00	$34,287	BRACCO POND 2 CORRECT ROLL	3229
		001-1600-513.39-00	$9,244	BREVARD MUSEUM CORRECT ROLL	3229
		001-1600-513.39-00	$6,465	CARL ANDERSON CORRECT ROLL	3229
		001-1600-513.56-15	($679,000)	ERP CORRECT ROLL	3229
		001-1600-513.39-00	($634,500)	FIRE PUMPER TRUCK CORRECT ROLL	3229
		001-1600-513.39-00	$26,651	FLEET FUEL TANK CORRECT ROLL	3229
		001-1600-513.39-00	$26,886	PD HQ CORRECT ROLL	3229
		001-1600-513.39-00	$139	PWFBPI CORRECT ROLL	3229
	05/17/2024	001-1600-581.91-33	$550,000	FISKE CEI & CONSTRUCTION RESOLUTION #: 24-043	3395
	05/31/2024	001-1600-513.45-00	($7,000)	FRS FEES MAY CLEANUP	3689
		001-1600-513.49-00	$7,000		
		001-1600-513.21-00	$600	FUND INTERN SALARIES MAY CLEANUP	3689
		001-1600-513.45-00	($8,000)		
		001-1600-513.13-00	$7,400		
		001-1600-513.39-00	($62,835)	KIMLEY HORN PROF. SVCS. CRISI GRANT	3701
		001-1600-513.48-00	($426)	PND PITNEY BOWES (GASB87) MAY CLEANUP	3689
		001-1600-513.71-33	$1,103		
		001-1600-513.72-33	$153		
		001-1600-513.44-00	($830)		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	05/31/2024	001-1600-513.48-00	($17)	SHREDDING CO. LATE FEES MAY CLEANUP	3689
		001-1600-513.49-00	$17		
		001-1600-513.46-03	$600	VEHICLE REPAIR : ABS MOD. MAY CLEANUP	3689
		001-1600-513.45-00	($600)		
10	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**$3,842,374**	
1603 - EMERGENCY MANAGEMENT					
1603 - EMERGENCY MANAGEMENT	11/17/2023	001-1603-525.52-00	($5,000)	FD MENTAL HEALTH SVCS. OCTOBER CLEANUP	667
1	**Total Budget Amendments/Transfers**		**Division 1603 Total**	**($5,000)**	
1801 - HUMAN RESOURCES					
1801 - HUMAN RESOURCES	04/03/2024	001-1801-513.49-00	$12	CRASH REPORT MARCH CLEANUP	2687
		001-1801-513.40-00	($12)		
		001-1801-513.42-00	($44)	HR VERIZON BILL MARCH CLEANUP	2687
		001-1801-513.41-00	$44		
1	**Total Budget Amendments/Transfers**		**Division 1801 Total**	**$0**	
1805 - CITY CLERK					
1805 - CITY CLERK	02/26/2024	001-1805-513.12-00	($2,220)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		001-1805-513.12-12	$2,220		
	05/31/2024	001-1805-513.56-15	$600	ASST CITY CLERK SCANNER MAY CLEANUP	3689
		001-1805-513.40-00	($600)		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1805 - CITY CLERK	05/31/2024	001-1805-513.56-15	$19,340	CIVIC + AGENDA SOFTWARE MAY CLEANUP	3689
		001-1805-513.12-00	($19,340)		
2	**Total Budget Amendments/Transfers**		**Division 1805 Total**	**$0**	
1905 - ECONOMIC DEVELOPMENT					
1905 - ECONOMIC DEVELOPMENT	05/31/2024	001-1905-559.11-00	($375)	FUND C&ED INSURANCES MAY CLEANUP	3689
		001-1905-559.23-00	$375		
		001-1905-559.31-00	$62,835	KIMLEY HORN PROF. SVCS. CRISI GRANT	3701
1	**Total Budget Amendments/Transfers**		**Division 1905 Total**	**$62,835**	
1906 - COMMUNICATION/GRANTS					
1906 - COMMUNICATION/ GRANTS	11/17/2023	001-1906-513.48-00	($4,248)	MONSIDO SUBSCRIPTION ADA October Cleanup	667
		001-1906-513.56-15	$4,248		
	12/15/2023	001-1906-513.56-15	$5,000	BUDGT ROLL: ARCHIVE SCIAL RESOLUTION #: 23-143	1071
	02/26/2024	001-1906-513.48-00	($5,500)	JANUARY CLEANUP MOORE CNTR. MUSIC/CATERER	2116
		001-1906-513.34-00	$5,500		
	04/03/2024	001-1906-513.51-00	$9	MUSEUM GLOVES MARCH CLEANUP	2687
		001-1906-513.40-00	($9)		
4	**Total Budget Amendments/Transfers**		**Division 1906 Total**	**$5,000**	
1990 - LEISURE SERVICES					
1990 - LEISURE SERVICES	11/17/2023	001-1990-574.52-00	$1,000	DESK & DESK EQUIP. October Cleanup	667

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1990 - LEISURE SERVICES	11/17/2023	001-1990-574.49-00	($1,000)	DESK & DESK EQUIP. October Cleanup	667
	04/03/2024	001-1990-574.15-00	($300)	LEISURE SERVICES VERIZON MARCH CLEANUP	2687
		001-1990-574.52-00	($300)		
		001-1990-574.41-00	$600		
2	**Total Budget Amendments/Transfers**		**Division 1990 Total**	**$0**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	10/12/2023	001-2100-521.52-37	$15,572	ACCEPT JAG GRANT FUNDS RESOLUTION #: 23-115	144
		001-2100-521.14-00	$5,000	RECEIVE HVE GRANT FUNDS RESOLUTION #: 23-114	143
	10/27/2023	001-2100-521.52-00	($12,940)	23 BULLET PROOF VST GRANT RESOLUTION #: 23-127	349
		001-2100-521.52-38	$25,880		
	11/17/2023	001-2100-521.56-15	$10,183	DMS SOFTWARE FOR GASB96 October Cleanup	667
		001-2100-521.54-00	($3,180)		
		001-2100-521.46-00	($1,996)	IDEMIA SOFTWR FOR GASB96 OCTOBER CLEANUP	667
		001-2100-521.56-15	$1,996		
		001-2100-521.15-00	$1,500	WEDLOW SIGN ON BONUS OCTOBER CLEANUP	667
	12/15/2023	001-2100-521.15-00	$20,000	BUDGT ROLL: OFF. SIGN ON RESOLUTION #: 23-143	1071
		001-2100-521.12-00	$32,000	BUDGT ROLL: PD HS TRAINEE RESOLUTION #: 23-143	1071
		001-2100-521.52-00	$430	PO ROLL: SEE TRACKER RESOLUTION #:	1065

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	12/15/2023	001-2100-521.64-00	$182,179	23-142	1065
		001-2100-521.46-03	$6,914		
		001-2100-521.52-26	$3,920		
		001-2100-521.52-23	$3,066		
	12/19/2023	001-2100-521.56-15	($13,200)	BUDGT ROLL: SOCRATA RESOLUTION #: 23-143	1115
	02/26/2024	001-2100-521.12-00	($24,758)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		001-2100-521.12-12	$24,758		
	04/01/2024	001-2100-521.52-00	$6,000	PD CANINE DONATION RESOLUTION #: 24-026	2648
	04/03/2024	001-2100-521.56-15	$4,200	CELEBRITE SUBSCRIPTION MARCH CLEANUP	2687
		001-2100-521.54-00	($4,200)		
	04/10/2024	001-2100-521.56-15	($17,388)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
	04/11/2024	001-2100-521.52-00	$1,800	K-9 VEST DONATION RESOLUTION #: 24-035	2832
	04/25/2024	001-2100-521.51-39	$300	FUND VOCA OPERATING RESOLUTION #: 24-039	3073
		001-2100-521.12-00	($300)		
		001-2100-521.12-00	($6,528)	VOCA GRANT AWARD TRUE UP RESOLUTION #: 24-039	3072
	05/31/2024	001-2100-521.52-00	$2,726	ACCEPT K9 COOLGUARD DON. RESOLUTION #: 24-047	3677
		001-2100-521.55-36	$1,300	ACCRUAL PAYOUTS MAY CLEANUP	3689
		001-2100-521.40-23	$2,136		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	05/31/2024	001-2100-521.12-12	$35,098	ACCRUAL PAYOUTS MAY CLEANUP	3689
		001-2100-521.12-00	($38,534)		
		001-2100-521.13-00	$28,000	PICHECO ENTERED DROP MAY CLEANUP	3689
		001-2100-521.23-04	($28,000)		
		001-2100-521.52-02	$7,000	WIRING, UNIF, ROCKLEDG PD MAY CLEANUP	3689
		001-2100-521.34-00	$7,000		
		001-2100-521.56-15	$4,028		
12	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$281,962**	
2101 - POLICE COMMUNICATIONS					
2101 - POLICE COMMUNICATIONS	11/17/2023	001-2101-521.54-00	($7,003)	DMS SOFTWARE FOR GASB96 October Cleanup	667
	12/15/2023	001-2101-521.15-00	$5,000	BUDGT ROLL: DIS. SIGN ON RESOLUTION #: 23-143	1071
	02/26/2024	001-2101-521.12-00	($1,500)	JANUARY CLEANUP EXTRA DETAIL FUNDING	2116
		001-2101-521.12-06	$1,500		
		001-2101-521.51-00	($10)	JANUARY CLEANUP NOTARY INCREASE COSTS	2116
		001-2101-521.49-00	$10		
	05/31/2024	001-2101-521.34-00	($381)	COMMUNICATIONS UNIFORMS MAY CLEANUP	3689
		001-2101-521.52-02	$381		
		001-2101-521.34-00	($18,028)	WIRING, UNIF, ROCKLEDG PD MAY CLEANUP	3689
4	**Total Budget Amendments/Transfers**		**Division 2101 Total**	**($20,031)**	

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EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2132 - CODE ENFORCEMENT					
2132 - CODE ENFORCEMENT	12/18/2023	001-2132-524.12-12	$1,730	NOV CLEANUP: SEE TRACKER EMPLOYEE ACCRUALS	1099
		001-2132-524.12-00	($1,730)		
	04/03/2024	001-2132-524.12-12	$7,610	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		001-2132-524.12-00	($7,610)		
	04/10/2024	001-2132-524.56-15	($1,104)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
	05/31/2024	001-2132-524.52-02	$25	CODE ENFORC. UNIFORMS MAY CLEANUP	3689
		001-2132-524.49-00	($25)		
		001-2132-524.31-01	($92)	SAMSARA LICENSES MAY CLEANUP	3689
		001-2132-524.56-15	$92		
4	**Total Budget Amendments/Transfers**		**Division 2132 Total**	**($1,104)**	
2200 - FIRE ADMINISTRATION					
2200 - FIRE ADMINISTRATION	12/15/2023	001-2200-522.52-02	$14	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	02/26/2024	001-2200-522.12-00	($1,000)	JANUARY CLEANUP Detail Funding: Fire	2116
		001-2200-522.12-06	$1,000		
	04/03/2024	001-2200-522.12-12	$1,556	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		001-2200-522.12-00	($1,556)		
	05/31/2024	001-2200-522.46-03	$2,205	FUND FD ADMIN VEH REPAIR MAY CLEANUP	3689
		001-2200-522.46-02	($2,205)		
4	**Total Budget**		**Division 2200 Total**	**$14**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers				
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/17/2023	001-2201-522.56-15	$1,584	EMS DRUG VND MACHINE OCTOBER CLEANUP	667
		001-2201-522.52-05	($1,584)		
	11/30/2023	001-2201-522.64-00	$652,875	SELL LADDER BUY PMPER TRK RESOLUTION #: 23-139	823
	12/15/2023	001-2201-522.12-00	$35,668	BUDGT ROLL: FIRE HS TRNEE RESOLUTION #: 23-143	1071
		001-2201-522.46-00	$107	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-2201-522.52-00	$11,970		
		001-2201-522.64-00	$850,000		
		001-2201-522.52-02	$7,463		
	12/18/2023	001-2201-522.55-00	($19,200)	NOV CLEANUP: SEE TRACKER STRATEGIC PLANNING SVCS	1099
		001-2201-522.34-00	$19,200		
		001-2201-522.46-00	$9,072	NOV CLEANUP: SEE TRACKER UNBUDGETED BUNKER GEAR	1099
		001-2201-522.55-00	($9,072)		
	01/23/2024	001-2201-522.56-15	($690)	KRONOS IVR: FD OT PAGING DECEMBER CLEANUP	1620
		001-2201-522.41-00	$690		
	02/26/2024	001-2201-522.64-00	($8,000)	JANUARY CLEANUP Direct TV - Spect. Trnsfr	2116
		001-2201-522.41-00	$8,000		
	04/03/2024	001-2201-522.12-12	$12,755	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		001-2201-522.12-00	($12,755)		
		001-2201-522.49-00	$135	INTERVIEW FIREHOUSE SUBS MARCH	2687

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2201 - FIRE OPERATIONS	04/03/2024	001-2201-522.40-00	($135)	CLEANUP	2687
		001-2201-522.40-00	($3,500)	PALS RECERTIFICATION MARCH CLEANUP	2687
		001-2201-522.55-00	$3,500		
		001-2201-522.12-00	($7,867)	RAMIEREZ & SCHALLER FF MARCH CLEANUP	2687
		001-2201-522.27-00	$2,400		
		001-2201-522.22-00	$5,467		
	04/10/2024	001-2201-522.56-15	($1,932)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
	04/25/2024	001-2201-522.14-00	$405,000	FUND FD OVERTIME RESOLUTION #: 24-039	3073
		001-2201-522.12-00	($405,000)		
	05/07/2024	001-2201-522.23-08	$89	AFBP22 ALLOCATION FOR FD H/S TRAINEE PAYROLL	3228
		001-2201-522.12-00	$5,157		
		001-2201-522.22-00	$5,940		
		001-2201-522.23-04	$14,399		
		001-2201-522.23-09	$141		
		001-2201-522.27-00	$3,100		
		001-2201-522.23-00	$141		
		001-2201-522.21-00	$3,586		
		001-2201-522.14-00	$2,144		
		001-2201-522.24-00	$1,935		
		001-2201-522.23-07	$457		
10	**Total Budget Amendments/Transfers**		**Division 2201 Total**	**$1,593,240**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	12/15/2023	001-3200-515.62-00	$750,000	BUDGT ROLL: BLAKE SUBDIV. RESOLUTION #: 23-143	1071
		001-3200-515.61-00	$241,379	BUDGT ROLL: C VIL. PRKING RESOLUTION #: 23-143	1071
		001-3200-515.31-15	$17,700	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3200-515.56-15	$12,292		
		001-3200-515.31-16	$4,204		
	01/16/2024	001-3200-515.34-00	$2,300	915 FL AVE APPRAISAL RESOLUTION #: 23-794	1505
	02/02/2024	001-3200-515.34-00	$0	REALLOCATE HOUSING PROJ	1808
		001-3200-515.62-00	$0		
	02/26/2024	001-3200-515.40-00	$34	JANUARY CLEANUP Negative Account Cleanup	2116
		001-3200-515.49-00	($453)		
		001-3200-515.55-00	$20		
		001-3200-515.52-00	$399		
		001-3200-515.14-00	$1	JANUARY CLEANUP OT Overage	2116
		001-3200-515.12-00	($1)		
	04/01/2024	001-3200-515.31-00	($21,631)	M.C. BLAKE DSCRA FUNDING RESOLUTION #: 24-029	2650
		001-3200-515.62-00	$892,651		
	04/10/2024	001-3200-515.56-15	($276)	SAMSARA MOVE TO DEBT GASB96 - (1 OF 6)	2796
	04/25/2024	001-3200-515.46-04	$288,920	H.T. MOORE WINDOW REPLACE RESOLUTION #: 24-041	3074

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION	05/31/2024	001-3200-515.12-12	$62	ACCRUAL PAYOUTS MAY CLEANUP	3689
		001-3200-515.12-00	($62)		
		001-3200-515.31-17	$75,000	FDEP VULNERABILITY ASSESS RESOLUTION #: 24-048	3678
8	**Total Budget Amendments/Transfers**		**Division 3200 Total**	**$2,262,539**	
3500 - ADMINISTRATION					
3500 - ADMINISTRATION	12/18/2023	001-3500-519.56-15	($10,000)	PW WORK MGMT. PROGRAM RESOLUTION #: 23-145	1093
	04/03/2024	001-3500-519.49-00	($350)	PW VERIZON BILL MARCH CLEANUP	2687
		001-3500-519.41-00	$350		
	05/31/2024	001-3500-519.23-07	$385	FUND DENTAL INSURANCE MAY CLEANUP	3689
		001-3500-519.11-00	($385)		
		001-3500-519.23-08	$50	FUND VISION INSURANCE MAY CLEANUP	3689
		001-3500-519.11-00	($50)		
3	**Total Budget Amendments/Transfers**		**Division 3500 Total**	**($10,000)**	
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	10/27/2023	001-3510-541.63-00	$450,000	FY 24 PAVING BUDGET RESOLUTION #: 23-126	348
	11/17/2023	001-3510-541.43-00	$2,850	FPL PO, BUDGETED TOO LOW OCTOBER CLEANUP	667
		001-3510-541.46-00	($2,850)		
		001-3510-541.46-00	$0	SHORTFALL CURB & GUTTER OCTOBER CLEANUP	667

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3510 - STREET MANAGEMENT	12/15/2023	001-3510-541.63-00	$3,985	BUDGT ROLL: AURORA DITCH RESOLUTION #: 23-143	1071
		001-3510-541.63-00	$46,296	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3510-541.31-00	$2,526		
		001-3510-541.46-00	$58,701		
		001-3510-541.34-00	$3,900		
	04/03/2024	001-3510-541.27-00	$950	MIRABITO BENEFIT OFFSET MARCH CLEANUP	2687
		001-3510-541.12-00	($950)		
	04/10/2024	001-3510-541.46-00	($828)	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797
		001-3510-541.56-15	($2,484)		
	04/25/2024	001-3510-541.46-00	$50,000	CORRECT ROLL: SIDEWALKS RESOLUTION #: 24-039	3072
	05/31/2024	001-3510-541.34-00	$12,000	FUND MYRA INVOICES MAY CLEANUP	3689
		001-3510-541.46-00	($12,000)		
		001-3510-541.46-03	($138)	SAMSARA LICENSES MAY CLEANUP	3689
		001-3510-541.56-15	$138		
		001-3510-541.31-00	($850)	811 LOCATE BILL MAY CLEANUP	3689
		001-3510-541.34-00	$850		
7	**Total Budget Amendments/Transfers**		**Division 3510 Total**	**$612,096**	
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	12/15/2023	001-3520-572.46-00	$18,000	BUDGT ROLL: CEMTRY HEADST RESOLUTION #: 23-143	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	02/26/2024	001-3520-572.46-00	($1,600)	JANUARY CLEANUP Verizon Increase	2116
		001-3520-572.41-00	$1,600		
	03/05/2024	001-3520-572.46-00	($15)	BUY TREES: ARBOR DAY FEBRUARY CLEANUP	2235
		001-3520-572.48-00	$15		
	04/03/2024	001-3520-572.46-00	($1,497)	BUCKET VAN RENTAL MARCH CLEANUP	2687
		001-3520-572.44-00	$1,497		
		001-3520-572.41-00	$1,200	PW VERIZON BILL MARCH CLEANUP	2687
		001-3520-572.52-30	($1,200)		
	04/10/2024	001-3520-572.56-15	($3,588)	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797
	05/31/2024	001-3520-572.52-30	($7,000)	OPERATING SUPPLIES MAY CLEANUP	3689
		001-3520-572.52-00	$22,000		
		001-3520-572.46-00	($15,000)		
6	**Total Budget Amendments/Transfers**		**Division 3520 Total**	**$14,412**	
3540 - PUBLIC WORKS- FLEET MAINT					
3540 - PUBLIC WORKS-FLEET MAINT	11/17/2023	001-3540-519.64-00	$3,951	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	001-3540-519.64-00	$14,614	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3540-519.56-15	$13,760		
		001-3540-519.55-00	$6,528		
	03/05/2024	001-3540-519.55-00	($985)	FREIGHT ON PO#: 81290 FEBRUARY CLEANUP	2235

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3540 - PUBLIC WORKS-FLEET MAINT	04/03/2024	001-3540-519.64-00	$985	REVERSE #24-047-T MARCH CLEANUP	2687
	04/10/2024	001-3540-519.56-15	($747)	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797
	05/31/2024	001-3540-519.14-00	$2,533	FLEET OT BUD (PD RADIOS) MAY CLEANUP	3689
		001-3540-519.55-00	($2,533)		
6	**Total Budget Amendments/Transfers**		**Division 3540 Total**	**$38,106**	
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	11/17/2023	001-3560-519.64-00	($3,951)	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	001-3560-519.56-15	$10,000	BUDGT ROLL: CMAS & INV RESOLUTION #: 23-143	1071
		001-3560-519.64-00	$23,428	BUDGT ROLL: FY23 CAP. PUR RESOLUTION #: 23-143	1071
		001-3560-519.62-00	$74,143	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3560-519.49-00	$225		
		001-3560-519.64-00	$136,186		
		001-3560-519.46-03	$6,381		
		001-3560-519.46-00	$15,365		
	12/18/2023	001-3560-519.56-15	$10,000	PW WORK MGMT. PROGRAM RESOLUTION #: 23-145	1093
	01/25/2024	001-3560-519.34-00	($25,000)	PLAYHOUSE FIRE ALARM RESOLUTION #: 24-006	1666
		001-3560-519.64-00	$25,000		
	03/05/2024	001-3560-519.64-00	$985	FREIGHT ON PO#: 81290 FEBRUARY	2235

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT				CLEANUP	
	04/03/2024	001-3560-519.64-00	($985)	REVERSE #24-047-T MARCH CLEANUP	2687
		001-3560-519.64-00	$0	SHORE UP DITTMER AC MARCH CLEANUP	2687
	04/10/2024	001-3560-519.56-15	($1,866)	SAMSARA MOVE TO DEBT GASB96 - (2 OF 6)	2797
		001-3560-519.40-00	($1,722)		
	04/18/2024	001-3560-519.46-00	$115,000	JOE LEE SMITH POOL REPAIR RESOLUTION #: 24-037	2950
	04/25/2024	001-3560-519.12-00	($69,883)	EMPLOYEE ENTERING DROP RESOLUTION #: 24-039	3073
		001-3560-519.13-00	$69,883		
	05/31/2024	001-3560-519.52-00	($9)	EQUIPMENT RENTAL OVERAGE MAY CLEANUP	3689
		001-3560-519.44-00	$9		
10	**Total Budget Amendments/Transfers**		**Division 3560 Total**	**$383,189**	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	10/12/2023	001-3580-519.63-07	$1,263,151	PROVOST PARK BUDGET FY124 RESOLUTION #: 23-116	145
		001-3580-519.63-00	$697,853		
		001-3580-519.64-00	$8,000		
	10/27/2023	001-3580-519.63-07	$321,797	PROVOST PARK LIGHTS RESOLUTION #: 23-118	345
		001-3580-519.63-00	$204,009	STRADLEY PARK BUDGET RESOLUTION #: 23-121	347
		001-3580-519.63-07	$488,376		
	11/17/2023	001-3580-519.63-07	$0	STRADLEY PARK PROJECT SHORTFALL	668

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3580 - CAPITAL PROJECTS MNGMT	11/17/2023	001-3580-519.63-00	$0	STRADLEY PARK PROJECT SHORTFALL	668
	12/15/2023	001-3580-519.64-00	$529,141	BUDGT ROLL: J.R. PRK IMP. RESOLUTION #: 23-143	1071
		001-3580-519.63-07	$85,000		
		001-3580-519.46-00	$61,550	BUDGT ROLL: PARK IMPROV. RESOLUTION #: 23-143	1071
		001-3580-519.63-00	$18,793	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		001-3580-519.64-00	$47,349		
	02/26/2024	001-3580-519.12-00	($130)	JANUARY CLEANUP OT Funding	2116
		001-3580-519.14-00	$130		
5	**Total Budget Amendments/Transfers**		**Division 3580 Total**	**$3,725,019**	
23	**Total Budget Amendments/Transfers**		**GENERAL FUND**	**$12,860,100**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	12/15/2023	104-3240-554.83-23	$151,680	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	04/25/2024	104-3240-554.39-00	($58,043)	TRUE UP HOME BUDGET RESOLUTION #: 24-024	3069
		104-3240-554.83-22	$12,747		
		104-3240-554.83-23	($28,972)		
		104-3240-554.12-00	($58)		
2	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$77,354**	
2	**Total Budget Amendments/Transfers**		**BREVARD COUNTY HOME**	**$77,354**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	10/12/2023	105-3240-554.83-00	$14,691	RECEIVE SHIP FUNDS RESOLUTION #: 23-112	142
	11/17/2023	105-3240-554.39-00	($1,800)	SHIP TITLE AND CELL PHONE OCTOBER CLEANUP	667
		105-3240-554.49-00	$1,000		
		105-3240-554.41-00	$800		
2	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$14,691**	
2	**Total Budget Amendments/Transfers**		**SHIP/COCOA HOUSING TRUST**	**$14,691**	
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	12/15/2023	107-3200-524.34-00	$12,094	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	12/18/2023	107-3200-524.56-15	$3,000	BLD 2 CITIZENSERVE RPRTS RESOLUTION #: 23-144	1098
	02/26/2024	107-3200-524.49-00	$25,000	JANUARY CLEANUP Demolition Code Enf.	2116
		107-3200-524.34-00	($27,959)		
		107-3200-524.14-00	$3	JANUARY CLEANUP OT Overage	2116
		107-3200-524.12-00	($3)		
		107-3200-524.56-15	$2,959	JANUARY CLEANUP Permit Tech. Camera	2116
	04/01/2024	107-3200-524.64-00	$48,220	BUILDING OFFICIAL VEHICLE RESOLUTION #: 24-027	2649
	04/03/2024	107-3200-524.49-00	($280)	PERMIT TECH CAMERA MARCH CLEANUP	2687
		107-3200-524.56-15	$280		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION	04/10/2024	107-3200-524.71-35	$753	SAMSARA MOVE TO DEBT GASB96 - (5 OF 6)	2800
		107-3200-524.72-35	$34		
		107-3200-524.56-15	($787)		
	05/31/2024	107-3200-524.12-00	($1,174)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		107-3200-524.12-12	$1,174		
7	**Total Budget Amendments/Transfers**		**Division 3200 Total**	**$63,314**	
7	**Total Budget Amendments/Transfers**		**BUILDING PERMITS**	**$63,314**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	04/25/2024	108-3240-517.72-00	$4,000	SECTION 108 LOAN INTEREST RESOLUTION #: 24-039	3072
		108-3240-517.71-00	$29,000	SECTION 108 LOAN PRE-PMT RESOLUTION #: 24-039	3072
1	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$33,000**	
1	**Total Budget Amendments/Transfers**		**SEC 108 LOAN GUARANTEE**	**$33,000**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	10/13/2023	110-3230-517.71-31	$60,055	COCOA VILLAGE POST OFFICE LEASE GASB87 COMPLIANCE	162
		110-3230-559.44-00	($62,179)		
		110-3230-517.72-31	$2,124		
	12/07/2023	110-3230-559.61-00	$86,000	Buy 203 Orange St. Resolution #: CCRA23-752	958

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	12/07/2023	110-3230-581.91-34	$84,000	Docking & Breakwtr Match RESOLUTION #: CCRA 23-749	959
	12/15/2023	110-3230-559.64-00	$31,608	BUDGT ROLL: CAMERAS RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$750,000	BUDGT ROLL: DWNTWN PRKIN RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$1,499,756	BUDGT ROLL: LEE WENNER RESOLUTION #: 23-143	1071
		110-3230-559.63-00	$50,000	BUDGT ROLL: VILLAGE SIGNS RESOLUTION #: 23-143	1071
		110-3230-559.83-00	$10,000	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		110-3230-559.63-00	$15,748		
	01/10/2024	110-3230-559.63-00	($106,329)	REDUCED TIF REVENUE RESOLUTION #: CCRA 23-797	1448
	02/07/2024	110-3230-559.23-04	($336)	MEMBERSHIP REGISTRATION RESOLUTION #: CCRA 24-043	1853
		110-3230-559.54-00	$336		
		110-3230-559.49-00	$3,300	203 ORANGE SITE ANALYSIS RESOLUTION #: CCRA 24-052	1854
		110-3230-559.64-00	($3,300)		
	04/18/2024	110-3230-559.46-02	$5,000	CORRECT R&M>R&M BUILDINGS RESOLUTION #: CCRA-24-119	2951
		110-3230-559.46-00	($5,000)		
		110-3230-559.63-07	$19,165	PARK FENCING & LOCKS RESOLUTION #: CCRA-24-184	2956
		110-3230-559.46-00	$4,766		
	05/31/2024	110-3230-559.12-00	($100)	COCOA CRA LTD SHORE UP RESOLUTION #: CCRA-24-226	3688
		110-3230-559.23-09	$100		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
7	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$2,444,714**	
7	**Total Budget Amendments/Transfers**		**CRA COCOA RDA**	**$2,444,714**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	12/15/2023	111-3230-559.64-00	$50,000	BUDGT ROLL: BUS STOP SHEL RESOLUTION #: 23-143	1071
		111-3230-559.63-00	$50,000	BUDGT ROLL: PRVST/ GIL RE RESOLUTION #: 23-143	1071
		111-3230-559.63-00	$50,000	BUDGT ROLL: STAMPED PAVEM RESOLUTION #: 23-143	1071
		111-3230-559.56-15	$12,292	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		111-3230-559.83-00	$3,000		
	01/23/2024	111-3230-559.63-00	$0	BUS STOP CONCRETE PAD DECEMBER CLEANUP	1620
	01/31/2024	111-3230-559.12-00	($150)	D.S. PAYROLL SHORE UP RESOLUTION # DSCRA-24-038	1759
		111-3230-559.23-00	$75		
		111-3230-559.23-09	$75		
		111-3230-559.64-00	($21,226)	MOVING BUS STOP SHELTER FUNDS TO BUS STOP PAD	1761
		111-3230-559.63-00	$21,226		
		111-3230-559.64-00	($28,774)	REDUCED TIF REVENUE RESOLUTION # DSCRA-24-003	1760
	03/13/2024	111-3230-581.91-01	$800,000	M.C. BLAKE DSCRA FUNDING RESOLUTION # DSCRA-24-088	2361
		111-3230-559.31-00	($475,000)		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$461,518**	
4	**Total Budget Amendments/Transfers**		**CRA DIAMOND SQUARE 626**	**$461,518**	
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	12/15/2023	130-1203-516.63-00	$11,818	BUDGT ROLL: FIBR OPT. RNG RESOLUTION #: 23-143	1071
		130-1203-516.63-00	$109,013	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
1	**Total Budget Amendments/Transfers**		**Division 1203 Total**	**$120,831**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	12/15/2023	130-1600-513.56-15	$18,590	BUDGT ROLL: DIG. RECORDS RESOLUTION #: 23-143	1071
		130-1600-513.56-15	$4,572	BUDGT ROLL: LAPTOPS RESOLUTION #: 23-143	1071
		130-1600-513.56-15	$17,896	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
1	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**$41,058**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	12/15/2023	130-2100-521.64-00	$4,224	BUDGT ROLL: FY22 PD VEH. RESOLUTION #: 23-143	1071
		130-2100-521.64-00	$128,004	BUDGT ROLL: FY23 PD VEH. RESOLUTION #: 23-143	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$132,228**	
2201 - FIRE OPERATIONS					
2201 - FIRE OPERATIONS	11/17/2023	130-2201-522.64-00	$62,705	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	130-2201-522.64-00	$62,705	BUDGT ROLL: FD BRUSH TRK RESOLUTION #: 23-143	1071
		130-2201-522.64-00	$198,596	BUDGT ROLL: FD TRAIN TRAI RESOLUTION #: 23-143	1071
		130-2201-522.64-00	$682,088	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	04/25/2024	130-2201-522.64-00	($62,705)	CORRECT ROLL: BRUSH TRUCK RESOLUTION #: 24-039	3072
3	**Total Budget Amendments/Transfers**		**Division 2201 Total**	**$943,389**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	12/15/2023	130-3230-559.83-03	$50,000	BUDGT ROLL: CAMP SCHOLAR. RESOLUTION #: 23-143	1071
1	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$50,000**	
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	12/15/2023	130-3510-541.64-00	$73,018	BUDGT ROLL: PW WORK TRUCK RESOLUTION #: 23-143	1071
1	**Total Budget Amendments/Transfers**		**Division 3510 Total**	**$73,018**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	12/15/2023	130-3520-572.64-00	$55,925	BUDGT ROLL: PW WORK VEH. RESOLUTION #: 23-143	1071
	04/25/2024	130-3520-572.64-00	($55,925)	CSLFRF FUNDS TO NEW DIV RESOLUTION #: 24-039	3073
2	**Total Budget Amendments/Transfers**		**Division 3520 Total**	**$0**	
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	12/15/2023	130-3560-519.64-00	$83,980	BUDGT ROLL: PD COND. UNIT RESOLUTION #: 23-143	1071
	04/25/2024	130-3560-519.64-00	$55,925	CSLFRF FUNDS TO NEW DIV RESOLUTION #: 24-039	3073
2	**Total Budget Amendments/Transfers**		**Division 3560 Total**	**$139,905**	
3	**Total Budget Amendments/Transfers**		**AMERICAN RESCUE PLAN FUND**	**$1,500,429**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	02/29/2024	143-2100-521.52-00	$13,457	FED. FUNDS FOR TRAINING RESOLUTION #: 24-013	2169
1	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$13,457**	
1	**Total Budget Amendments/Transfers**		**FEDERAL FORFEITURE FUND**	**$13,457**	
3570 - STORMWATER UTILITY					
3570 - STORMWATER	10/27/2023	303-3570-538.63-08	$226,878	FISKE/ BROADMOOR GRANT	350

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
UTILITY	10/27/2023	303-3570-538.63-73	$4,302,406	AMENDMENT RES #: 23-128	350
	05/17/2024	303-3570-538.63-00	$550,000	FISKE CEI & CONSTRUCTION RESOLUTION #: 24-043	3395
		303-3570-538.63-00	$199,145	FISKE CORR NON-GRANT FNDs RESOLUTION #: 23-043	3396
		303-3570-538.63-73	($199,145)		
2	**Total Budget Amendments/Transfers**		**Division 3570 Total**	**$5,079,284**	
2	**Total Budget Amendments/Transfers**		**FISKE BV CMPLT STRTSCAPE**	**$5,079,284**	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	12/18/2023	304-3580-572.63-00	$168,000	DOCKING & BREAKWTR GRANT RESOLUTION #: 23-141	1091
1	**Total Budget Amendments/Transfers**		**Division 3580 Total**	**$168,000**	
1	**Total Budget Amendments/Transfers**		**T DOCKS / BREAKWATER**	**$168,000**	
1506 - INVENTORY					
1506 - INVENTORY	02/26/2024	421-1506-536.52-30	$400	JANUARY CLEANUP Forklift Fuel	2116
		421-1506-536.46-00	($400)		
	05/31/2024	421-1506-536.23-00	$100	INSURANCE OVERAGES MAY CLEANUP	3689
		421-1506-536.24-00	($100)		
		421-1506-536.23-09	$110	LTD OVERAGES MAY CLEANUP	3689
		421-1506-536.24-00	($110)		
2	**Total Budget**		**Division 1506 Total**	**$0**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers				
1515 - UTILITY SUPPORT SERVICES					
1515 - UTILITY SUPPORT SERVICES	11/17/2023	421-1515-536.64-00	$114,908	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
	12/15/2023	421-1515-536.64-00	$90,503	BUDGT ROLL: FY23 VEH. RESOLUTION #: 23-143	1071
		421-1515-536.64-00	$24,182	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	04/03/2024	421-1515-536.52-30	($658)	VEHICLE TITLE FEES MARCH CLEANUP	2687
		421-1515-536.49-00	$658		
	04/10/2024	421-1515-536.56-15	($7,728)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	04/25/2024	421-1515-536.64-00	($63,171)	REFND EXCESS VEHICLE ROLL RESOLUTION #: 24-039	3072
5	**Total Budget Amendments/Transfers**		**Division 1515 Total**	**$158,694**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	11/17/2023	421-4010-536.45-00	($45,000)	GEHRING RISK CONSULTING October Cleanup	667
		421-4010-536.31-00	$45,000		
		421-4010-581.91-24	$1,182	MANHOLE LINING	670
	12/15/2023	421-4010-536.56-15	$3,000,000	BUDGT ROLL: W/S ERP RESOLUTION #: 23-143	1071
		421-4010-536.31-00	$26,718	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4010-536.46-03	$4,472		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	12/15/2023	421-4010-536.31-01	$110,139	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	02/29/2024	421-4010-581.91-24	$114,973	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		421-4010-581.91-24	$1,687,506	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
	04/10/2024	421-4010-536.56-15	($1,656)	SAMSARA MOVE TO DEBT GASB96 - (4 OF 6)	2799
	04/11/2024	421-4010-536.39-00	($10,671)	TAYLOR CREEK RESERVOIR AGENDA #: 24-153	2826
	04/25/2024	421-4010-536.49-00	$75,000	INTEREST FOR CUSTOMER ACC RESOLUTION #: 24-039	3072
		421-4010-536.49-00	$10,000	INVENTORY OVER/ SHORT RESOLUTION #: 24-039	3072
	05/17/2024	421-4010-536.39-00	($400,000)	FISKE UT CONTINGENCY FUND RESOLUTION #: 24-043	3394
		421-4010-581.91-24	$400,000		
		421-4010-536.39-00	($89,613)	FUND BNR CHANGE ORDER #6 RESOLUTION #: 23-046	3397
		421-4010-581.91-24	$89,613		
	05/31/2024	421-4010-536.12-00	($11,400)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		421-4010-536.12-12	$11,400		
		421-4010-536.12-00	($2,900)	INTERN SALARIES MAY CLEANUP	3689
		421-4010-536.13-00	$2,900		
		421-4010-536.46-03	$2,600	REPAIR #22 FORD ESCAPE MAY CLEANUP	3689
		421-4010-536.31-00	($2,600)		
		421-4010-536.22-00	$3,500	RETIREMENT CONTRIBUTIONS MAY	3689

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	05/31/2024	421-4010-536.12-00	($3,500)	CLEANUP	3689
		421-4010-536.52-00	$1,500	SAT. PHONES: ADMIN & DYAL MAY CLEANUP	3689
		421-4010-536.56-15	($1,500)		
		421-4010-536.34-00	($300)	VEH. REPAIR & MAINTENANCE MAY CLEANUP	3689
		421-4010-536.46-03	$300		
8	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$5,017,663**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	10/13/2023	421-4020-536.44-21	($433,680)	DYAL GENERATOR GASB87 COMPLIANCE	161
	11/17/2023	421-4020-536.34-00	$5,000	DYAL ELEV. CONTRACT SVCS October Cleanup	667
		421-4020-536.46-00	($5,000)		
	12/15/2023	421-4020-536.46-00	$34,922	BUDGT ROLL: ACTUATOR REP. RESOLUTION #: 23-143	1071
		421-4020-536.64-00	$98,186	BUDGT ROLL: DUST COLL. RESOLUTION #: 23-143	1071
		421-4020-536.46-02	$50,000	BUDGT ROLL: TC ROOF REP. RESOLUTION #: 23-143	1071
		421-4020-536.46-02	$95,000	BUDGT ROLL: WEWA ROOF REP RESOLUTION #: 23-143	1071
		421-4020-536.41-00	$358	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4020-536.52-00	$1,191		
		421-4020-536.55-00	$6,016		
		421-4020-536.64-15	$350,834		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	12/15/2023	421-4020-536.63-00	$33,005	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4020-536.34-00	$17,253		
		421-4020-536.46-00	$78,173		
		421-4020-536.31-03	$10,905		
	12/18/2023	421-4020-536.46-00	($28,754)	NOV CLEANUP: SEE TRACKER SODA ASH SYSTEM REPLACE	1099
		421-4020-536.64-00	$28,754		
	01/22/2024	421-4020-536.64-00	$0	PUMP ROOM AC REPLACE MCC WS23DC TO BE REPLENISHED	1604
	01/25/2024	421-4020-536.46-00	($141,853)	DYAL HVAC REPLACEMENT RESOLUTION #: 24-009	1667
		421-4020-536.64-00	$141,853		
	02/26/2024	421-4020-536.12-00	($397)	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		421-4020-536.12-12	$397		
		421-4020-536.52-09	($5,000)	JANUARY CLEANUP Travel: Conf. & Training	2116
		421-4020-536.40-00	$5,000		
	04/03/2024	421-4020-536.12-00	($6,000)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		421-4020-536.12-12	$6,000		
	04/10/2024	421-4020-536.56-15	($6,900)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	04/11/2024	421-4020-536.31-00	$10,671	TAYLOR CREEK RESERVOIR AGENDA #: 24-153	2826
	04/25/2024	421-4020-536.31-03	$73,444	JACOBS ASSET INV ASSIST. RESOLUTION #: 24-038	3071
		421-4020-536.52-09	($73,444)		
	05/31/2024	421-4020-536.44-00	$8,000	FUND EXCAVATOR MAY CLEANUP	3689

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	05/31/2024	421-4020-536.34-00	($8,000)	FUND EXCAVATOR MAY CLEANUP	3689
12	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$345,934**	
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	12/15/2023	421-4025-536.64-00	$70,347	BUDGT ROLL: FY22 CAP. PUR RESOLUTION #: 23-143	1071
		421-4025-536.64-00	$40,065	BUDGT ROLL: FY23 CAP PUR RESOLUTION #: 23-143	1071
		421-4025-536.64-00	$18,897	BUDGT ROLL: FY23 PD VEH. RESOLUTION #: 23-143	1071
		421-4025-536.64-00	$106,240	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4025-536.46-02	$10,048		
		421-4025-536.46-00	$120,146		
	02/26/2024	421-4025-536.12-12	$5,772	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		421-4025-536.12-00	($5,772)		
	04/03/2024	421-4025-536.12-00	($14,429)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		421-4025-536.12-12	$14,429		
	04/10/2024	421-4025-536.56-15	($16,574)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	05/31/2024	421-4025-536.12-12	$1,000	ACCRUAL PAYOUTS MAY CLEANUP	3689
		421-4025-536.12-00	($1,000)		
5	**Total Budget Amendments/Transfers**		**Division 4025 Total**	**$349,169**	
4055 - ENGINEERING					

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	12/15/2023	421-4055-536.63-00	$3,026,223	BUDGT ROLL: COCOA GROVE RESOLUTION #: 23-143	1071
		421-4055-536.63-00	$59,647	BUDGT ROLL: DYAL OZ IMPR. RESOLUTION #: 23-143	1071
		421-4055-536.63-00	$210,573	BUDGT ROLL: IND. PUMP ST. RESOLUTION #: 23-143	1071
		421-4055-536.63-00	$593,603	BUDGT ROLL: PINEDA RESOLUTION #: 23-143	1071
		421-4055-536.63-00	$420,316	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4055-536.31-03	$36,526		
	02/12/2024	421-4055-536.63-00	($1,000,000)	REALLOCATE CAP. PLAN DEV	1916
		421-4055-536.31-03	$1,000,000		
	02/29/2024	421-4055-536.63-00	($1,338,717)	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		421-4055-536.63-00	($1,687,506)	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
	04/03/2024	421-4055-536.12-00	($22,971)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		421-4055-536.12-12	$22,971		
	04/10/2024	421-4055-536.56-15	($1,656)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	04/11/2024	421-4055-536.63-00	$0	PINEDA RR CROSSING RESOLUTION #: 24-032	2831
6	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$1,319,009**	
4120 - SELLERS PLANT					

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	10/12/2023	421-4120-536.46-00	($26,000)	SCADA MAINT. INCREASE RESOLUTION #: 23-113	141
		421-4120-536.31-03	$26,000		
	11/17/2023	421-4120-536.64-00	$149,396	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
		421-4120-536.52-00	($2,604)	4 EMP. CELLS & 1 AIR CARD October Cleanup	667
		421-4120-536.41-00	$2,604		
	12/15/2023	421-4120-536.64-00	$5,834	BUDGT ROLL: ANALYTIC BAL RESOLUTION #: 23-143	1071
		421-4120-536.64-00	$149,396	BUDGT ROLL: FY23 VEH. RESOLUTION #: 23-143	1071
		421-4120-536.46-00	$17,749	BUDGT ROLL: PAINT SELLERS RESOLUTION #: 23-143	1071
		421-4120-536.64-00	$10,465	BUDGT ROLL: REUSE PUMP RESOLUTION #: 23-143	1071
		421-4120-536.46-02	$11,397	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4120-536.63-00	$45,243		
		421-4120-536.64-00	$31,829		
	02/26/2024	421-4120-536.12-12	$10,518	JANUARY CLEANUP ACCRUAL PAYOUT	2116
		421-4120-536.12-00	($10,518)		
		421-4120-536.13-00	$39,914	JANUARY CLEANUP DROP PAYOUTS	2116
		421-4120-536.12-00	($39,914)		
	03/05/2024	421-4120-536.44-00	$600	RENT TELESCOPIC BOOM FEBRUARY CLEANUP	2235
		421-4120-536.52-00	($600)		
	04/03/2024	421-4120-536.12-12	$36,069	DROP ACCRUAL PAYOUTS MARCH	2687

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	04/03/2024	421-4120-536.12-00	($36,069)	CLEANUP	2687
	04/10/2024	421-4120-536.56-15	($2,484)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	05/31/2024	421-4120-536.12-00	($2,505)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		421-4120-536.12-12	$2,505		
		421-4120-536.13-00	$12,605	DROP EMPLOYEES MAY CLEANUP	3689
		421-4120-536.23-04	($12,605)		
8	**Total Budget Amendments/Transfers**		**Division 4120 Total**	**$418,825**	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	10/27/2023	421-4125-536.46-00	($33,570)	CAROLLO ENG. TASK # 24-03 RESOLUTION #: 23-119	346
		421-4125-536.31-03	$33,570		
	11/17/2023	421-4125-536.46-00	($1,182)	MANHOLE LINING	670
	12/15/2023	421-4125-536.31-03	$22,955	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		421-4125-536.46-00	$1,157		
		421-4125-536.64-00	$518,296		
	03/05/2024	421-4125-536.46-00	($17,192)	BUY VAC-CON: SFO FEBRUARY CLEANUP	2235
		421-4125-536.64-00	$23,000		
		421-4125-536.31-03	($5,808)		
	04/03/2024	421-4125-536.12-00	($3,548)	DROP ACCRUAL PAYOUTS MARCH CLEANUP	2687
		421-4125-536.12-12	$3,548		
		421-4125-536.41-00	$400	SFO VERIZON BILL MARCH CLEANUP	2687
		421-4125-536.52-00	($400)		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4125 - SEWER FIELD OPERATIONS	04/03/2024	421-4125-536.42-00	$4,000	SHORE UP POSTAGE MARCH CLEANUP	2687
		421-4125-536.53-00	($4,000)		
	04/10/2024	421-4125-536.56-15	($4,692)	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
	05/31/2024	421-4125-536.23-04	($5,000)	ACCRUAL PAYOUTS MAY CLEANUP	3689
		421-4125-536.12-12	$5,000		
		421-4125-536.49-00	$1,000	CDL DRIVERS TEST INCREASE MAY CLEANUP	3689
		421-4125-536.44-00	($1,000)		
		421-4125-536.49-00	$300	CDL TRAINING MAY CLEANUP	3689
		421-4125-536.46-03	($300)		
		421-4125-536.12-00	($95)	SHOE ALLOWANCE NEG. MAY CLEANUP	3689
		421-4125-536.20-00	$95		
7	**Total Budget Amendments/Transfers**		**Division 4125 Total**	**$536,534**	
4700 - DEBT SERVICE					
4700 - DEBT SERVICE	10/13/2023	421-4700-517.72-32	$94,170	DYAL GENERATOR GASB87 COMPLIANCE	161
		421-4700-517.71-32	$339,510		
	04/10/2024	421-4700-591.72-35	$1,714	SAMSARA MOVE TO DEBT GASB96 - (3 OF 6)	2798
		421-4700-591.71-35	$38,320		
		421-4700-591.72-35	$71	SAMSARA MOVE TO DEBT GASB96 - (4 OF 6)	2799
		421-4700-591.71-35	$1,585		
2	**Total Budget Amendments/Transfers**		**Division 4700 Total**	**$475,370**	

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
18	**Total Budget Amendments/Transfers**		**WATER/SEWER FUND**	**$8,621,198**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	02/29/2024	422-4010-581.91-24	$107,092	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		422-4010-581.91-24	$2,593,648	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
		422-4010-581.91-24	$2,401,619	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$5,102,359**	
4055 - ENGINEERING					
4055 - ENGINEERING	02/29/2024	422-4055-536.63-00	$0	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
1	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$0**	
1	**Total Budget Amendments/Transfers**		**WATER/SEWER IMPACT FEE**	**$5,102,359**	
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	10/27/2023	423-3570-538.63-73	$717,291	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
	11/30/2023	423-3570-538.39-00	($52,733)	ADD. EOR SERVICES F&B & BOND FOR WETLND R #23-136	822
		423-3570-538.63-00	$52,733		
	12/15/2023	423-3570-538.63-00	$50,678	BUDGT ROLL: AURORA DITCH RESOLUTION #: 23-143	1071

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	12/15/2023	423-3570-538.63-36	$768,000	BUDGT ROLL: FISKE/ PND RESOLUTION #: 23-143	1071
		423-3570-538.63-00	$28,800	BUDGT ROLL: FLOATING WET. RESOLUTION #: 23-143	1071
		423-3570-538.63-00	$500	BUDGT ROLL: ROADWAY ELEV. RESOLUTION #: 23-143	1071
		423-3570-538.63-35	$120,000	BUDGT ROLL: US1/ FOREST A RESOLUTION #: 23-143	1071
		423-3570-538.34-00	$4,253	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		423-3570-538.64-00	$49,349		
		423-3570-538.46-00	$600		
		423-3570-538.31-00	$21,412		
		423-3570-538.63-00	$81,399		
	02/26/2024	423-3570-538.12-00	($225)	JANUARY CLEANUP CELL PHONE ALLOWANCE	2116
		423-3570-538.63-00	$0		
		423-3570-538.15-00	$225		
	02/29/2024	423-3570-538.46-03	$110,000	VAC CON & ST. SWPR REPAIR RESOLUTION #: 24-015	2170
		423-3570-538.39-00	($110,000)		
	04/02/2024	423-3570-538.63-00	$18,949	US1 & FORREST AVE FUNDING RESOLUTION #: 24-028	2665
	04/10/2024	423-3570-538.71-35	$3,012	SAMSARA MOVE TO DEBT GASB96 - (6 OF 6)	2802
		423-3570-538.56-15	($3,147)		
		423-3570-538.72-35	$135		
	05/17/2024	423-3570-538.63-00	$257,138	FISKE CORR NON-GRANT FNDs	3396

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	05/17/2024	423-3570-538.63-73	($257,138)	RESOLUTION #: 23-043	3396
8	**Total Budget Amendments/Transfers**		**Division 3570 Total**	**$1,861,231**	
8	**Total Budget Amendments/Transfers**		**STORMWATER UTILITY**	**$1,861,231**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	10/27/2023	424-4010-581.91-21	$199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128	351
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$199,904**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	12/15/2023	424-4020-536.63-00	$260,000	BUDGT ROLL: C-F POLY. TNK RESOLUTION #: 23-143	1071
		424-4020-536.63-00	$1,338,836	BUDGT ROLL: REACTOR CLAR. RESOLUTION #: 23-143	1071
		424-4020-536.64-00	$81,472	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
		424-4020-536.63-00	$751,522		
	04/25/2024	424-4020-536.64-00	($240,000)	MOVE F TANK/ BULK STORAGE RESOLUTION #: 24-025	3070
2	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$2,191,830**	
4055 - ENGINEERING					
4055 - ENGINEERING	10/27/2023	424-4055-536.63-08	$46,469	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
		424-4055-536.63-73	$998,420		

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	12/15/2023	424-4055-536.63-00	$85,000	BUDGT ROLL: BANNA RIV TNK RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$2,102	BUDGT ROLL: DYAL CO2 BULK RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$4,275,000	BUDGT ROLL: DYAL OZONE IM RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$1,463,198	BUDGT ROLL: DYAL WELL 17 RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$150,000	BUDGT ROLL: GRNDWT FLUME RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$8,776,363	BUDGT ROLL: IRP RESOLUTION #: 23-143	1071
		424-4055-536.63-06	$75,071	BUDGT ROLL: LIFT STN. 1 RESOLUTION #: 23-143	1071
		424-4055-536.63-00	$4,061,770	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	01/25/2024	424-4055-536.63-00	$3,382,443	ADD. IRP IPS & TPS FNDING RESOLUTION #: 24-004	1665
	02/26/2024	424-4055-536.63-00	$0	JANUARY CLEANUP CELL PHONE ALLOWANCE	2116
	02/29/2024	424-4055-536.63-00	$222,065	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
		424-4055-536.63-00	$4,413,648	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
		424-4055-536.63-00	$4,089,125	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	2174

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	04/25/2024	424-4055-536.63-00	$240,000	MOVE F TANK/ BULK STORAGE RESOLUTION #: 24-025	3070
	05/17/2024	424-4055-536.63-73	($90,819)	FISKE CORR NON-GRANT FNDs RESOLUTION #: 23-043	3396
		424-4055-536.63-00	$90,819		
		424-4055-536.63-00	$400,000	FISKE UT CONTINGENCY FUND RESOLUTION #: 24-043	3394
7	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$32,680,674**	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	12/15/2023	424-4120-536.63-00	$1,000,000	BUDGT ROLL: AERATN BLOWER RESOLUTION #: 23-143	1071
		424-4120-536.63-00	$393,949	BUDGT ROLL: BNR RESOLUTION #: 23-143	1071
		424-4120-536.63-00	$45,170	BUDGT ROLL: HYDROPNEUMATC RESOLUTION #: 23-143	1071
		424-4120-536.64-15	$300,000	BUDGT ROLL: M&L CNTRL BRD RESOLUTION #: 23-143	1071
		424-4120-536.63-00	$619,767	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
	05/17/2024	424-4120-536.63-00	$89,613	FUND BNR CHANGE ORDER #6 RESOLUTION #: 23-046	3397
2	**Total Budget Amendments/Transfers**		**Division 4120 Total**	**$2,448,499**	
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/17/2023	424-4125-536.63-00	$1,182	MANHOLE LINING	670

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	**Total Budget Amendments/Transfers**		**Division 4125 Total**	**$1,182**	
8	**Total Budget Amendments/Transfers**		**RENEWAL & REPLACE FUND**	**$37,522,089**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	02/29/2024	425-4010-581.91-24	$1,820,000	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$1,820,000**	
1	**Total Budget Amendments/Transfers**		**W/S RESTRICTED ASSETS**	**$1,820,000**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	04/11/2024	427-4020-536.31-35	$26,677	TAYLOR CREEK RESERVOIR AGENDA #: 24-153	2826
		427-4020-536.31-36	$7,114		
		427-4020-536.31-34	$53,354		
		427-4020-536.31-37	$80,030		
1	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$167,175**	
1	**Total Budget Amendments/Transfers**		**TCR/SJR PROJECT**	**$167,175**	

88 Transfers & Amendments Between Oct 1, 2023 and May 31, 2024

FY 2024 Total Transfer & Amendments $77,809,913

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero

FY 2024 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number

Report: Expense Budget Tracking Worksheet
Run by: David J. Radford

Date: 06/25/2024

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
10/12/2023	001-0000-331.20-28	$15,572	ACCEPT JAG GRANT FUNDS RESOLUTION #: 23-115	143
	001-0000-389.99-50	$1,969,004	PROVOST PARK BUDGET FY124 RESOLUTION #: 23-116	
	001-0000-369.90-04	$5,000	RECEIVE HVE GRANT FUNDS RESOLUTION #: 23-114	
10/27/2023	001-0000-389.99-50	$450,000	FY 24 PAVING BUDGET RESOLUTION #: 23-126	
	001-0000-389.99-50	$321,797	PROVOST PARK LIGHTS RESOLUTION #: 23-118	
	001-0000-389.99-50	$692,385	STRADLEY PARK BUDGET RESOLUTION #: 23-121	
	001-0000-331.20-29	$12,940	23 BULLET PROOF VST GRANT RESOLUTION #: 23-127	
11/17/2023	001-0000-389.99-50	$0	STRADLEY PARK PROJECT SHORTFALL	
11/30/2023	001-0000-364.00-00	$525,000	SELL LADDER BUY PMPER TRK RESOLUTION #: 23-139	
	001-0000-389.99-50	$127,875		
12/15/2023	001-0000-389.99-50	$6,356,024	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	001-0000-331.20-23	$3,066	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
	001-0000-331.20-26	$1,960		
	001-0000-331.70-02	$17,700		
	001-0000-334.70-11	$4,204		
	001-0000-389.99-50	$1,681,979		
01/16/2024	001-0000-369.90-00	$112,400	FLORIDA CITY GAS PIPELINE RESOLUTION #:	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
			24-008	143
04/01/2024	001-0000-381.91-11	$800,000	M.C. BLAKE DSCRA FUNDING RESOLUTION #: 24-029	
	001-0000-366.10-10	$6,000	PD CANINE DONATION RESOLUTION #: 24-026	
04/11/2024	001-0000-366.10-10	$1,800	K-9 VEST DONATION RESOLUTION #: 24-035	
04/25/2024	001-0000-389.99-50	$50,000	CORRECT ROLL: SIDEWALKS RESOLUTION #: 24-039	
	001-0000-334.70-11	$144,460	H.T. MOORE WINDOW REPLACE RESOLUTION #: 24-041	
	001-0000-389.99-50	$144,460		
	001-0000-331.20-27	($6,528)	VOCA GRANT AWARD TRUE UP RESOLUTION #: 24-039	
05/07/2024	001-0000-389.99-50	$5,104	BRACCO POND 1 CORRECT ROLL	
	001-0000-389.99-50	$34,287	BRACCO POND 2 CORRECT ROLL	
	001-0000-389.99-50	$9,244	BREVARD MUSEUM CORRECT ROLL	
	001-0000-389.99-50	$6,465	CARL ANDERSON CORRECT ROLL	
	001-0000-389.99-50	($679,000)	ERP CORRECT ROLL	
	001-0000-389.99-50	($634,500)	FIRE PUMPER TRUCK CORRECT ROLL	
	001-0000-389.99-50	$26,651	FLEET FUEL TANK CORRECT ROLL	
	001-0000-389.99-50	$26,886	PD HQ CORRECT ROLL	
	001-0000-389.99-50	$139	PWFBPI CORRECT ROLL	
05/17/2024	001-0000-389.99-50	$550,000	FISKE CEI & CONSTRUCTION RESOLUTION #: 24-043	
05/31/2024	001-0000-366.10-10	$2,726	ACCEPT K9 COOLGUARD DON. RESOLUTION	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
05/31/2024			#: 24-047	143
	001-0000-334.50-55	$75,000	FDEP VULNERABILITY ASSESS RESOLUTION #: 24-048	
12	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$12,860,100**
12	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**GENERAL FUND**	**$12,860,100**
12/15/2023	104-0000-389.99-50	$151,680	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
04/25/2024	104-0000-331.54-00	($1,954)	TRUE UP HOME BUDGET RESOLUTION #: 24-024	
	104-0000-361.10-00	$329		
	104-0000-389.99-10	$79,366		
	104-0000-389.99-50	($79,366)		
	104-0000-389.99-50	($58,430)	TRUE UP HOME: CONTINGENCY RESOLUTION #: 24-024	
	104-0000-389.99-50	($14,271)	TRUE UP HOME: EXCESS BAL. RESOLUTION #: 24-024	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$77,354**
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**BREVARD COUNTY HOME**	**$77,354**
10/12/2023	105-0000-334.90-01	$14,691	RECEIVE SHIP FUNDS RESOLUTION #: 23-112	142
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$14,691**
1	**Total Budget**	**Total Budget**	**SHIP/COCOA HOUSING TRUST**	**$14,691**

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers	**Amendments/Transfers**		
12/15/2023	107-0000-389.99-50	$12,094	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	1065
12/18/2023	107-0000-389.99-50	$3,000	BLD 2 CITIZENSERVE RPRTS RESOLUTION #: 23-144	
04/01/2024	107-0000-389.99-50	$48,220	BUILDING OFFICIAL VEHICLE RESOLUTION #: 24-027	
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$63,314**
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**BUILDING PERMITS**	**$63,314**
04/25/2024	108-0000-389.99-50	$4,000	SECTION 108 LOAN INTEREST RESOLUTION #: 24-039	3072
	108-0000-389.99-50	$29,000	SECTION 108 LOAN PRE-PMT RESOLUTION #: 24-039	
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$33,000**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**SEC 108 LOAN GUARANTEE**	**$33,000**
12/07/2023	110-0000-389.99-50	$86,000	Buy 203 Orange St. Resolution #: CCRA23-752	958
	110-0000-389.99-50	$84,000	Docking & Breakwtr Match RESOLUTION #: CCRA 23-749	
12/15/2023	110-0000-389.99-50	$2,331,364	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	110-0000-389.99-50	$25,748	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
01/10/2024	110-0000-338.00-00	($106,329)	REDUCED TIF REVENUE RESOLUTION #: CCRA 23-797	958
04/18/2024	110-0000-389.99-50	$23,931	PARK FENCING & LOCKS RESOLUTION #: CCRA-24-184	
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$2,444,714**
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CRA COCOA RDA**	**$2,444,714**
12/15/2023	111-0000-389.99-50	$150,000	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	1065
	111-0000-389.99-50	$15,292	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
01/31/2024	111-0000-338.00-00	($28,774)	REDUCED TIF REVENUE RESOLUTION # DSCRA-24-003	
03/13/2024	111-0000-389.99-50	$325,000	M.C. BLAKE DSCRA FUNDING RESOLUTION # DSCRA-24-088	
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$461,518**
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CRA DIAMOND SQUARE 626**	**$461,518**
11/17/2023	130-0000-389.99-50	$62,705	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	669
12/15/2023	130-0000-331.90-02	$691,432	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	130-0000-331.90-02	$808,997	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
04/25/2024	130-0000-389.99-50	($62,705)	CORRECT ROLL: BRUSH TRUCK RESOLUTION #: 24-039	669
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,500,429**
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**AMERICAN RESCUE PLAN FUND**	**$1,500,429**
02/29/2024	143-0000-389.99-50	$13,457	FED. FUNDS FOR TRAINING RESOLUTION #: 24-013	2169
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$13,457**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**FEDERAL FORFEITURE FUND**	**$13,457**
10/27/2023	303-0000-331.90-01	$4,103,261	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
	303-0000-389.99-50	$426,023		
05/17/2024	303-0000-381.91-01	$550,000	FISKE CEI & CONSTRUCTION RESOLUTION #: 24-043	
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$5,079,284**
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**FISKE BV CMPLT STRTSCAPE**	**$5,079,284**
12/18/2023	304-0000-337.30-21	$84,000	DOCKING & BREAKWTR GRANT RESOLUTION #: 23-141	1091
	304-0000-381.91-10	$84,000		
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$168,000**
1	**Total Budget**	**Total Budget**	**T DOCKS / BREAKWATER**	**$168,000**

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers	**Amendments/Transfers**		
10/27/2023	421-0000-381.91-24	$199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128	351
	421-0000-389.99-50	($199,904)		
11/17/2023	421-0000-389.99-50	$264,304	PURCHASE FLEET SVC TRUCK WITH BUCKET TRUCK FUNDS	
12/15/2023	421-0000-389.99-50	$7,571,410	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	421-0000-389.99-50	$1,987,399	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
02/29/2024	421-0000-389.99-50	($1,223,744)	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	
04/25/2024	421-0000-389.99-50	$75,000	INTEREST FOR CUSTOMER ACC RESOLUTION #: 24-039	
	421-0000-389.99-50	$10,000	INVENTORY OVER/ SHORT RESOLUTION #: 24-039	
	421-0000-389.99-50	($63,171)	REFND EXCESS VEHICLE ROLL RESOLUTION #: 24-039	
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$8,621,198**
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WATER/SEWER FUND**	**$8,621,198**
02/29/2024	422-0000-389.99-50	$107,092	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	2171
	422-0000-389.99-50	$2,593,648	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	
	422-0000-389.99-50	$2,401,619	OSAGE UTILITY PROJECT RESOLUTION #:	

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
02/29/2024			24-020	2171
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$5,102,359**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WATER/SEWER IMPACT FEE**	**$5,102,359**
10/27/2023	423-0000-389.99-50	$717,291	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350
12/15/2023	423-0000-334.36-35	$120,000	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	423-0000-389.99-50	$79,978		
	423-0000-334.36-36	$768,000	BUDGT ROLL: FISKE/ PND RESOLUTION #: 23-143	
	423-0000-389.99-50	$157,013	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
04/02/2024	423-0000-338.10-05	$18,949	US1 & FORREST AVE FUNDING RESOLUTION #: 24-028	
04/25/2024	423-0000-338.10-05	$28,169	REFND EXCESS VEHICLE ROLL RESOLUTION #: 24-039	
	423-0000-389.99-50	($28,169)		
05/17/2024	423-0000-334.36-69	$28,169	CORR IRD WATER QUAL. & RESILIENCY ACCT	
	423-0000-338.10-05	($28,169)		
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,861,231**
5	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**STORMWATER UTILITY**	**$1,861,231**
10/27/2023	424-0000-389.99-50	$1,044,889	FISKE/ BROADMOOR GRANT AMENDMENT RES #: 23-128	350

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
10/27/2023	424-0000-389.99-50	$199,904	FISKE/ BROADMOOR GRANT IFT RESOLUTION #: 23-128	350
11/17/2023	424-0000-381.91-21	$1,182	MANHOLE LINING	
12/15/2023	424-0000-331.35-01	$56,303	BUDGET ROLL: SEE TRACKER RESOLUTION #: 23-143	
	424-0000-389.99-50	$18,108,386		
	424-0000-389.99-50	$5,514,531	PO ROLL: SEE TRACKER RESOLUTION #: 23-142	
01/25/2024	424-0000-389.99-50	$3,382,443	ADD. IRP IPS & TPS FNDING RESOLUTION #: 24-004	
02/29/2024	424-0000-381.91-21	$114,973	FRIDAY & OSAGE ENG. SERV. RESOLUTION #: 24-016	
	424-0000-381.91-42	$107,092		
	424-0000-381.91-25	$1,820,000	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	
	424-0000-381.91-42	$2,593,648		
	424-0000-381.91-21	$1,687,506	OSAGE UTILITY PROJECT RESOLUTION #: 24-020	
	424-0000-381.91-42	$2,401,619		
05/17/2024	424-0000-381.91-21	$400,000	FISKE UT CONTINGENCY FUND RESOLUTION #: 24-043	
	424-0000-381.91-21	$89,613	FUND BNR CHANGE ORDER #6 RESOLUTION #: 23-046	
6	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$37,522,089**
6	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**RENEWAL & REPLACE FUND**	**$37,522,089**
02/29/2024	425-0000-389.99-50	$1,820,000	FRIDAY UTILITY PROJECT RESOLUTION #: 24-018	2172

FY 2024 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 5/31/2024

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,820,000**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**W/S RESTRICTED ASSETS**	**$1,820,000**
04/11/2024	427-0000-389.84-00	$167,175	TAYLOR CREEK RESERVOIR AGENDA #: 24-153	2826
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$167,175**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**TCR/SJR PROJECT**	**$167,175**

46 Transfers & Amendments Between Oct 1, 2023 and May 31, 2024

FY 2024 Total Transfer & Amendments $77,809,913

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero

Report: Revenue Budget Tracking Worksheet
Run by: David J. Radford

Date: 06/25/2024

Legislation Details (With Text)

File #:	24-404	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/17/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Bi-weekly Report from July 8 - July 19, 2024. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Council bi-weekly report template (1) (10).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 17, 2024
Agenda Date: July 23, 2024
Prepared By: Lori Chabot, Recording Secretary
Through: Monica Arsenault, City Clerk
Requested Action:
Bi-weekly Report from July 8 - July 19, 2024.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

Office of the City Manager
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8660

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Communication and Economic Development

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  - **Irration Day Trippin in Paradise Concert**
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  - **Christmas in July Sip and Stroll**
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Community Services – update 7/18/24

- **New businesses –July 1 – July 18, 2024**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
Tienda Los 3 Hermanos, LLC	1046 Clearlake Road, 32922	1	1	2	Convenience Store***Mon - Sunday 7Am - 9PM
Upright Open MRI, LLC	2301 Highway 524 # 135 A, 32926	3	0	3	Open MRI Services Publix Plaza

On Solid Ground Boat & RV Storage	3300 Grissom Pkwy, 32926	1	1	3	Boat & RV Storage Facility Tuesday - Saturday 9Am - 4PM
Home Business BTR	Physical Address	# FT Employees	# PT Employees	Council District	Description
Insight Marketing Group, LLC	93 Delannoy Ave #604, 32922	0	0	1	Marketing Consultation Business Home
CST Property Services, LLC	2728 Cherbourg Road, 32922	0	0	4	Handyman Services No equipment on home site
Leiva Cleaners, LLC	1950 Otterbein Ave # 702, 32926	1	0	3	Home Based Office For Cleaning Business

July 1 - 18 building inspections – 188

July 1 - 18 building permits issued – 92

Finance

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Fire Department

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Information Technology

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Police Department Updated 4/18/24

- Activity/Event highlights
  - Officer Swear in 4/8
  - Officer of the year Banquet 4/17
  - SWAT training in Orlando w/Brightline 4/9
  - Accreditation Formal Onsite Assessment 4/16-18
- New project/training updates
- Chief's walk highlights
  - None
- Community engagement highlights/events

- Cooper Book signing 4/12-13
- Call stats-Crime Stats: January 1, 2024- April 14, 2024 (For comparison purposes January 1, 2023-April 14, 2023, data is also included)
    - Property Crimes Offenses have decreased by 11%.
    - Violent Crime Offenses decreased by 16%
    - Overall, crime offenses have decreased by 12%.
    - Calls for Service decreased 9% (22,131 in 2023 compared to 20,173 in 2024)
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Other Mentions:

Public Works

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Legislation Details (With Text)

File #:	24-413	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	7/19/2024			**In control:**	City Council
On agenda:	7/23/2024			**Final action:**	
Title:	Informational Only – The City of Cocoa's Open Board Vacancies. (City Clerk)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 19, 2024
Agenda Date: July 23, 2024
Prepared By: Monica Arsenault, City Clerk
Through:
Requested Action:
Informational Only - The City of Cocoa's Open Board Vacancies.

BACKGROUND:

The City of Cocoa currently has several vacancies on various boards and committees. This agenda item provides an overview of these vacancies, eligibility criteria and the application process for interested residents.

Current vacancies:

Board of Adjustment
- 2 Alternate member vacancies

General Pension Board
- 1 Regular member vacancy

Code Enforcement Board
- 1 Alternate member vacancy

Planning and Zoning
- 1 Regular member vacancy
- 1 Alternate member vacancy

Eligibility Criteria:

- Must be a resident or owner of real property within the City limits of Cocoa.
- Must consent to a criminal background check.
- Be duly registered to vote in Brevard County.
- Must meet any other specific qualifications outlined in the board/committee's bylaws.
- Code Board: Additionally, appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor. § 162.05, Fla. Stat.
- CRA Boards: Additionally, any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. § 163.356, Fla. Stat.
- Police and Fire Pension: Additionally, special rules apply. Chs. 175 and 185, Fla. Stat.
- Cocoa Housing Authority: Additionally, special rules apply. Mayor appoints and Council approves per Ch. 421, Fla. Stat.

Application Process:
Interested residents can apply on the City of Cocoa's website at www.cocoafl.gov under Your Government> Boards and Committees> Vacancies.

STRATEGIC PLAN CONNECTION:

Community Outreach and Engagement

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Informational Only.