City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, July 12, 2016

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 16-279 Approve the Agenda for the Regular meeting of July 12, 2016, as presented or with amendments.

Attachments: 07-12-16.pdf

MINUTES:

II.2(a) 16-281 Approve the Minutes of the Regular meeting of July 14, 2016, as written or with amendments.

Attachments: Minutes 06-14-16.pdf

II.2(b) 16-282 Approve the Minutes of the District 3 Town Hall meeting on June 21, 2016, as written or with amendments.

Attachments: Minutes 6-21-2016 District 3 Town Hall Meeting.pdf

III. AWARDS AND PRESENTATIONS:

III.1 16-276 BBQ & Blues Event Update. (Community Services Director)

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 16-272 To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Lime Slaker from Integrity Municipal Systems (IMS), Poway, California and the Installation of the Slaker through Water Treatment and Controls, Pensacola, Florida. (Utilities Director)

Attachments: Resolution Sole Source - IMS
Sole Source Form - IMS
D15-014 Cost Proposal 062816 (003)
062916REBA Cocoa Slaker Installation
SS-Util -IMS (6 29 16).pdf

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 16-280 Approve Resolution No. 2016-67 establishing the Rolled-back Rate, adopt a Proposed Millage Rate, and set the date, time, and place for the first Public Hearing to consider the FY2017 Budget. (Finance Director)

Attachments: Resolution 2016-67 Tentative Millage Rate 7-12-16.pdf

VII.2 16-285 Consider a Code Enforcement Lien Reduction in the amount of $500 for the property located at 1056 Mitchell Street, CE 14-334, owner Peter Vojtech. (Community Services Director)

Attachments: application 1056 mitchell.pdf

VII.3 16-286 Consider a Code Enforcement Lien Reduction in the amount of $1,000 for the property located at 229 Smith Lane, CE 16-177, owner Wanda D. Betourd. (Community Services Director)

Attachments: application 229 Smith Ln.pdf

VII.4 16-287 Consider a Code Enforcement Lien Reduction in the amount of $500 (for Administrative Cost) plus $3,976.63 (for cost of Demolition) for the property located at 1043 Japonica Lane, CE 12-689, owner American Mutual Fund LLC. (Community Services Director)

Attachments: application 1043 Japonica Ln.pdf

VII.5 16-295 Consider the Cancellation of the August 9, 2016 Regular City Council meeting. (Administrative Services Director)

VIII. CITY BUSINESS:

VIII.1 16-268 Ordinance No. 13-2016/ 1st reading: Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the Code by amending Section 2-191, Definitions; Section 2-194, Finances and Fund Management; Section 2-198, Disability; Section 2-200, Optional Forms of Benefits; Section 2-205, Maximum Pension; Section 2-206, Minimum Distribution of Benefits; Section 2-217, Prior Police Service; Section 2-218, Deferred Retirement Option Plan. (Administrative Services Director)

Attachments: Ordinance No. 13-2016 Police Officers Retirement Plan.pdf
Cocoa Police - No Impact Letter 1.26.16.pdf
Titkanich.08-28-15.pdf

VIII.2 16-274 To Approve Change Order No. 1 to Purchase Order No. 66907 with H&H Liquid Sludge Disposal, Inc., Branford, Florida, for Transportation and Disposal of Biosolids, Bid #B-13-13-COC; To Approve a Resolution Amending the FY2016 Budget. (Utilities Director)

Attachments: Budget Resolution FY2016
BAF-UT-Sludge Disposal (7-12-16) Agenda 16-274.pdf

VIII.3 16-290 Approve the proposed FY 2017 benefit renewal for medical, dental, vision, flexible spending, and life insurances with associated providers and authorize the City Manager to sign related agreements. (Administrative Services Director)

Attachments: 070516 - City of Cocoa Executive Summary.pdf
Life Insurance and Disability FY17 Renewal.pdf
ASO and Reinsurance FY17 Renewal.pdf

MULTI-YEAR CONTRACTS:

VIII.4 16-273 To Approve Task Order No. 2016-26 with Wade Trim, Inc. for Engineering Services During Construction of the East Peachtree Street Water Main Improvements, Project No. WS1505; To Approve as a Multi-Year Contract from FY2016 through FY2017; Pending Approval of the FY2017 Budget. (Utilities Director)

Attachments: TO-UT-Wade Trim 2016-26 (7-12-16) 16-273
T.O. 2016-26 Proposal

VIII.5 16-278 Approve a Multi-year Staff recommendation and Award the Design-Build Contract for Fire Station Number 1 to the Design-Build Team of W & J Construction Corporation, Architects RZK, Inc., MK Structural Engineering and DDC Engineering (W&J/RZK/MK/DDC) based on RFQ # Q-16-07-COC; Authorize the City Manager to negotiate and execute a multi-year and multi-phase design-build contract with W&J/RZK/MK/DDC, for design and construction services for Fire Station #1, Headquarters Building (CP16F1) located on Dixon Boulevard for a Guaranteed Maximum Price (GMP) not to exceed $3,737,689 and in a form acceptable to the City Attorney. (Public Works Director)

Attachments: Scoring Sheets RFQ-16-07-COC .pdf
957-LTR-ADG Bid Evaluation & Recommendation 2016.0630.pdf
CP16F1 - GMP Proposals.pdf

IX. INFORMATIONAL AGENDA:

IX.1 16-288 Cocoa Police Department District Event statistics. (Chief of Police)

Attachments: May 2016 Council report by district.pdf

IX.2 16-289 New local business tax receipts. (Community Services Director)

Attachments: 7-12-16 New local business tax receipts.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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Legislation Details (With Text)

File #:	16-279	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/30/2016			**In control:**	City Council
On agenda:	7/12/2016			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of July 12, 2016, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07-12-16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 30, 2016
Agenda Date: July 12, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of July 12, 2016, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of July 12, 2016, as presented or with amendments.

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: July 12, 2016	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of July 12, 2016 (16-279)
2. Minutes: (a)Regular Meeting of June 14, 2016 (16-281)
   (b)District 3 Town Hall Meeting of June 21, 2016 (16-282)

III. AWARDS AND PRESENTATIONS:

1. BBQ & Blues Update. (16-276). (Community Services Director)

IV. DELEGATIONS:

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

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V. CONSENT AGENDA:

1. To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Lime Slaker from Integrity Municipal Systems (IMS), Poway, California and the Installation of the Slaker through Water Treatment and Controls, Pensacola, Florida. (16-272). (Utilities Director)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Approve a Resolution No. 2016-67 establishing the Rolled-back Rate, adopt a Proposed Millage Rate, and set the date, time and place for the first Public Hearing to consider the FY2017 Budget. (16-280). (Finance Director)

2. Consider a Code Enforcement Lien Reduction in the amount of $500 for the property located at 1056 Mitchell Street, CE 14-334, owner Peter Vojtech. (16-285). (Community Services Director)

3. Consider a Code Enforcement Lien Reduction in the amount of $1,000 for the property located at 229 Smith Lane, CE 16-177, owner Wanda D. Betourd. (16-286). (Community Services Director)

4. Consider a Code Enforcement Lien Reduction in the amount of $500 (for Administrative Cost) plus $3,976.63 (for cost of Demolition) for the property located at 1043 Japonica Lane, CE 12-689, owner American Mutual Fund LLC. (16-287). (Community Services Director)

5. Consider the Cancellation of the August 9, 2016 Regular City Council meeting. (16-295). (Administrative Services Director)

VIII. CITY BUSINESS:

1. Ordinance No. 13-2016/1st reading: Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the Code by amending Section 2-191, Definitions; Section 2-194, Finances and Fund Management; Section 2-198, Disability; Section 2-200, Optional Forms of Benefits; Section 2-205, Maximum Pension; Section 2-206, Minimum Distribution of Benefits; Section 2-217, Prior

Police Service; Section 2-218, Deferred Retirement Option Plan. (16-268). (Administrative Services Director)

2. To Approve Change Order No. 1 to Purchase Order No. 66907 with H&H Liquid Sludge Disposal, Inc., Branford, Florida, for Transportation and Disposal of Biosolids, Bid #B-13-13-COC; To Approve a Resolution Amending the FY2016 Budget. (16-274). (Utilities Director)

3. Approve the proposed FY 2017 benefit renewal for medical, dental, vision, flexible spending, and life insurances with associated providers and authorize the City Manager to sign related agreements. (16-290). (Administrative Services Director)

MULTI-YEAR CONTRACTS:

4. To approve Task Order No. 2016-26 with Wade Trim, Inc. for Engineering Services during construction of the East Peachtree Street Water Main Improvements, Project No. WS1505; to Approve as a Multi-Year contract from FY2016 through FY2017; pending approval of the FY 2017 budget. (16-273). (Utilities Director)

5. Approve a Multi-Year Staff recommendation and Award the Design-Build Contract for Fire Station Number 1 to the Design-Build Team of W & J Construction Corporation, Architects RZK, Inc., MK Structural Engineering and DDC Engineering (W&J/RZK/MK/DDC) based on RFQ #Q-16-07-COC; Authorize the City Manager to negotiate and execute a multi-year and multi-phase design-build contract with W&J/RZK/MK/DDC, for design and construction services for Fire Station #1, Headquarters Building (CP16F1) located on Dixon Boulevard for a Guaranteed Maximum Price (GMP) not to exceed $3,737,689 and in a form acceptable to the City Attorney. (16-278). (Public Works Director)

IX. INFORMATIONAL AGENDA:

1. Cocoa Police Department District Event statistics. (16-288). (Chief of Police)

2. New Local Business Tax Receipts. (16-289). (Community Services Director)

X. REPORTS:

Advisory Boards and Committees
City Administration
City Attorney

City Manager
City Council

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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Legislation Details (With Text)

File #:	16-281	**Version:**	2	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	6/30/2016			**In control:**	City Council
On agenda:	7/12/2016			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of July 14, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Minutes 06-14-16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 30, 2016
Agenda Date: July 12, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of July 14, 2016, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of June 14, 2016, as written or with amendments.

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

June 14, 2016

A Regular meeting of the Cocoa City Council was held on Tuesday, June 14, 2016, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

Mayor Parrish called the meeting to order at 6:03 p.m.

Councilman Blake requested a moment of silence for the tragedy in Orlando and then provided the invocation. Mayor Parrish led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

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

OTHER STAFF PRESENT:

Jack Walsh, Utilities Director; Tammy Gemmati, Administrative Services Director; Steve Belden, Community Services Director; Jessica Dovale, Acting Finance Director; Ed Wegerif, Public Works Director; Michael Cantaloupe, Chief of Police; Gene Prince, Fire Chief; Jonathan Lamm, Deputy Fire Chief; Chris Perry, Desktop Support Technician; and Jason McCuen, Desktop Support Technician.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of June 14, 2016 (16-237)
2. Minutes: (a)Regular Meeting of May 10, 2016 (16-219)
   (b)Special City Council Meeting of May 17, 2016 (16-235)
   (c)Regular City Council Meeting of May 24, 2016 (16-236)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilwoman Warner, to approve the Agenda for the Regular meeting of June 14, 2016 as presented and the Minutes for the Regular meeting of May 10, 2016; Special City Council meeting (Paving Analysis) on May 17, 2016; and the Regular City Council meeting of May 24,2 016 as written.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. AWARDS AND PRESENTATIONS:

1. Legislative Update provided by Jerry Sansom. (16-242).

Mr. Jerry Sansom, the City's Legislative Advisor, provided a report on the legislative session and the successes that the city had.

He spoke in detail about various issues such as the communication services tax, the vacation rental bill, public records request bill, utility relocation, rights of way, and use of lands, firefighter cancer disability presumption, and the issue for standardizing municipal election dates.

Mr. Sansom further spoke about the successes and failures with the budget, noting that both the parking structure and EOC were vetoed early before the Governor even received his budget. He believed that the Governor waned to use funding to work on economic development projects. Mr. Sansom mentioned that no one convinced the Governor to change anything in the budget because nothing was changed.

Cocoa did benefit by receiving the Porcher House roofing grant, along with other grant programs that were funded. He stressed the importance of applying for grants because they typically get funded.

There was FDOT money approved for repaving of the Tucker Lane to SR 520 area, and funds were approved for the derelict vessel program through the Florida Fish and Wildlife Commission. Discussion was held on the FWC grants.

The Indian River Lagoon was discussed and he advised that $21 million was allocated for it. Over $5 million was allocated for muck removal and lagoon improvements. Mr. Sansom emphasized that a lot of this was due to having Steve Crisafulli as Speaker and his influence from being from this area.

Mr. Sansom further spoke about possible redistricting and felt that Cocoa would be fine in a new district.

He mentioned that it was always a pleasure representing the City.

Mayor Parrish asked about the timeframe of Cocoa's list for this upcoming year. In response, Mr. Sansom stated that it needed to be started now. It would be presented at the end of November or first of December, because of the election.

Councilman Blake mentioned that he had seen Mr. Sansom at the Space Coast League of Cities meeting and asked Mr. Sansom to expound on the future of the space program. In response to his request, Mr. Sansom noted that he did not remember an exact number, but assured Council that there were a lot of launches expected and that the aerospace industry was doing just fine.

Mayor Parrish spoke about the Indian River Lagoon Summit that he attended, along with Councilman Blake. Mr. Sansom believed that it was a very spirited event. He thanked Cocoa for their efforts so far in regards to the lagoon.

Mayor Parrish agreed that it was a great event and that he knows that this area was the worst as far as the muck, and it was the hardest thing to get permits for. Mr. Sansom stated that the legislature gave the county money, so Cocoa needs to work with Commissioner Barfield on the issue.

Mayor Parrish wanted to make sure that the City was on the list for dredging. Mr. Sansom pointed out that the County makes that call.

All Council thanked Mr. Sansom for coming and Mr. Sansom reminded them all of the FIND event on Saturday morning. He believed that Cocoa's projects would not have any problems.

IV. DELEGATIONS:

Dorothy Hall, 1040 W. Peachtree Street, Cocoa, spoke about her appreciation of the work being done on Peachtree Street. She presented Mr. Wegerif with a certificate of appreciation for all of his efforts on the project. Mr. Wegerif thanked her and accepted the certificate, noting that none of it would have been possible without his staff and the contractors.

Joann Corby, Melbourne, advised that she was back to speak about her late husband's pension. She shared information which was related to all of the pensions. She pointed out that her situation was specific to the fire pension. Ms. Corby reminded Council that in April, she spoke to them at a meeting and told them that this City was leaps and bounds ahead of other cities due to the passing and implementation of the death provision in 2000.

She mentioned that it was her sincere hope that the pension board does not make the same mistake that they made with her family with other families. She believed the only question that should be asked when an employee dies is "Was the employee eligible to retire?" It should not matter if they die on duty or off duty. In addition, she referenced the payment information provided to the chairman of the pension board and pointed out that those payments had nothing to do with the pension plan. She further stated information provided by the chairman was false, such as that she was trying to buy life insurance after the fact and that she was provided a list of options and she chose the option she was receiving. She noted if it were true, then where was that letter outlining the choices that a surviving spouse has. It does not exist. She asked Council to consider the following, that the "lack of action that the pension board and City Council has taken has changed the life of their family and it is grotesque."

Mayor Parrish advised that this was beyond Council's prevue and referred to the City Manager and City Attorney. City Attorney Garganese had no comment Ms. Corby noted that all copies that have been given to the City Manager have been ignored and that she has never received a phone call from him. Mayor Parrish pointed out to Ms. Corby that her time was up and he had to uphold the rules.

City Manager Titkanich explained the responsibilities of both the City and the pension fund. He reiterated that in fairness to the pension board, this matter had been litigated in the courts and the pension board's decision was upheld. The City provided the benefits that she was entitled to outside of the pension. It

would be inappropriate for the pension board to authorize a different payment when there was a court order in place.

He further noted that he did not recall a meeting where they stated that they would meet. He apologized to Ms. Corby and stated he did not have a different answer. She was asking for Council to appropriate money after the pension was paid.

In response, Ms. Corby told him to not avoid the problem, because the board never implemented the death provision. She stated that Council was being fed a line of crap. City Manager Titkanich reiterated that the courts have ruled on this.

Melissa Martin, 5404 Brilliance Circle, Cocoa, dovetailed off Mr. Sansom's update about the Indian River Lagoon and pointed out that she was recently appointed to serve on the board for the lagoon. She would be making a presentation in the future to the Council in regards to the board. She noted the initial reason for attending the meetings was due to the anti-corruption group that she represents. She provided a quick background and reminded Council and staff that she had requested that a resolution be drafted in regards to this. She was wondering the status of the resolution.

Mayor Parrish assured her that it was being worked on by the City Attorney and he was close to being done. She asked that it be prioritized for approval at an upcoming meeting. Councilwoman Warner mentioned that she would be gone most of July and requested that it be brought back at the last meeting in July because she would like to be in attendance.

City Attorney Garganese advised he had been working on it but had not even shared it with the City Manager. In fairness, he needs to share it with him. City Attorney Garganese explained that there have been a lot of actions items lately and they have been busy.

Ms. Martin agreed and understood. City Manager Titkanich concurred with the City Attorney noting there were many issues going on right now that were time consuming and other things take priority.

V. CONSENT AGENDA:

1. Approve the revision of the City's Pay Plan to change the pay grade of the Utilities Director position. (16-241). (Administrative Services Director)

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. PUBLIC HEARINGS:

1. Ordinance No. 08-2016/2nd reading: Amending the Future Land Use Map Designation of one (1) parcel from "Medium Density Residential" to "Neighborhood Commercial." (16-232). (Community Services Director)

Attorney Garganese read Ordinance No. 08-2016 into the record, by title only, as follows. He advised that this was the second and final reading of the ordinance.

ORDINANCE NO. 08-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; PROVIDING FOR ADOPTION OF AN AMENDMENT TO THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA CONSISTING OF 0.94 TOTAL ACRES, MORE OR LESS, LOCATED AT 820 ROSA L. JONES DRIVE IN COCOA, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION ON THE PARCEL FROM "MEDIUM DENSITY RESIDENTIAL" TO "NEIGHBORHOOD COMMERCIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; INCORPORATION INTO THE COMPREHENSIVE PLAN; SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT. THE BREVARD COUNTY PROPERTY APPRAISER'S OFFICE IDENTIFIES THE PARCEL AS PARCEL ID 24-36-32-00-00778.0-0000.00.

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

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to approve Ordinance No. 08-2016 on second and final reading.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Ordinance No. 09-2016/2nd reading: Amending the Zoning of subject parcel from RU-1-7 Residential to PS (Professional, Offices, and Services). (16-233). (Community Services Director)

Attorney Garganese read Ordinance No. 09-2016 into the record, by title only, as follows. He advised that this was the second and final reading of the ordinance.

ORDINANCE NO. 09-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY TOTALING 0.94 ACRES, MORE OR LESS, AND LOCATED AT 820 ROSA L. JONES DRIVE IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED ON EXHIBIT "A", ATTACHED HERETO, FROM RU-1-7 (SINGLE FAMILY RESIDENTIAL) TO P-S (PROFESSIONAL, OFFICES AND SERVICES); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE. THE BREVARD COUNTY PROPERTY APPRAISER'S OFFICE IDENTIFIES THE PARCEL AS PARCEL ID 24-36-32-00-00778.0-0000.00.

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

* **MOTION by Councilman Blake; Seconded by Deputy Mayor Boisvert, to approve Ordinance No. 09-2016 on second and final reading.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Ordinance No. 10-2016/2nd reading: Amending Appendix A, Article XI, Section 22 of the City Code to allow single story commercial buildings on certain properties within the Cocoa Waterfront Overlay District, Cocoa Village (CV) sub district. (16-234). (Community Services Director)

Attorney Garganese read Ordinance No.10-2016 into the record, by title only, as follows. He advised that this was the second and final reading of the ordinance.

ORDINANCE NO. 10 - 2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE CITY CODE TO ALLOW SINGLE STORY COMMERCIAL BUILDINGS ON CERTAIN PROPERTIES WITHIN THE COCOA WATERFRONT OVERLAY DISTRICT, COCOA VILLAGE (CV) SUBDISTRICT, AS MORE PARTICULARLY DEPICTED ON EXHIBIT "A" ATTACHED HERETO; AMENDING THE COCOA WATERFRONT OVERLAY REGULATING PLAN; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

* **MOTION by Councilwoman Warner; Seconded by Councilman Blake, to approve Ordinance No. 10-2016 on second and final reading.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

VII. COUNCIL BUSINESS:

1. Consider the Reappointment of Jan Stewart as a Regular member of the Cocoa Redevelopment Agency through April, 2020. (16-220). (Administrative Services Director)

* **MOTION by Councilwoman Warner; Seconded by Deputy Mayor Boisvert, to approve the reappointment Jan Stewart as a Regular member of the Cocoa Redevelopment Agency through April, 2020.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Consider the Reappointment of Jane Jollay as a Regular member of the Board of Adjustment through May, 2019. (16-221). (Administrative Services Director)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to approve the Reappointment of Jane Jollay as a Regular member of the Board of Adjustment through May, 2019.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Approve a Resolution encouraging the Great Floridian Committee, the Florida Legislature, and the Governor, to select Harry T. Moore to represent the State of Florida in the United States National Statuary Hall Connection in the United States Capital. (16-226). (Administrative Services Director)

Councilman Blake advised that recently the Governor had noted that two statues had been removed from the capital building and that they would be replacing them with two new ones. Cities throughout Florida are nominating Harry T. Moore to be one of the statues chosen. Titusville recently adopted a resolution.

Harry T. Moore was a dynamic leader throughout the State of Florida and Councilman Blake felt that he should be recognized at the nation's capital. He believed that Mr. Moore was the grandfather of civil rights.

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

Councilwoman Warner hoped that this would bring visitors to the City to visit the Moore museum.

4. Approve a Resolution Supporting the Initiative of the Space Coast and Treasure Coast Regional League of Cities 'Indian River Lagoon Regional Compact; One Lagoon-One Community-One Voice'. (16-227). (Administrative Services Director)

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

AYES: Parrish, Boisvert, Blake, Warner
THE MOTION CARRIED UNANIMOUSLY (4-0)

5. Approve the Cancellation of the Regular City Council meetings of November 22nd and December 27th due to the Thanksgiving and Christmas holidays. (16-240). (Administrative Services Director)

Ms. Gemmati advised that this item was requested by Deputy Mayor Boisvert. She pointed out that there could be a special meeting if needed.

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

VIII. CITY BUSINESS:

1. Authorize the City Manager to negotiate and sign a revised three-year contract with CareATC and future renewal terms. Authorize staff to work with the City Attorney and Gehring Group to negotiate terms of an Interlocal Agreement with other local governments for the sharing of the health center facility. (16-212). (Administrative Services Director)

Ms. Gemmati advised that an interlocal agreement was being prepared and would be brought back to Council due to other local government agencies expressing interest in the use of CareATC.

Deputy Mayor Boisvert advised that the school board was looking into this. City Manager Titkanich pointed out that they were not looking at partnering with the City, but other municipalities were. The school board was looking into something different.

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

There could possibly be four interlocal agreements coming back to Council.

Councilman Blake mentioned that at a recent FMIT meeting, the discussion of clinics was held and Cocoa was used as an example.

2. Approve Twenty (20) Additional Full-time employees and unfreeze one (1) position for FY 2017, pending approval of the FY 2017 Budget. (16-218). (Utilities Director)

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Approve a Resolution waiving the competitive bidding process for the purpose of making a Sole Source purchase of TEAM Resilient Wedge InsertValve Installation Equipment from TEAM Industrial Services, Inc., N. Augusta, NC; To approve a Resolution adjusting the FY 2016 Budget. (16-222). (Utilities Director)

Mr. Walsh presented the item, reminding Council that this had already been purchased. He explained the cost savings and process of which the equipment worked and believed the equipment was a huge blessing to the city.

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UANIMOUSLY (4-0)

4. Approve a Resolution to authorize the City Manager to execute a Community Aesthetic Feature (CAF) Agreement and other required documents with the Florida Department of Transportation (FDOT) for the placement of “COCOA” letters on the SR 520 bridges over the Indian River. (16-223). (Public Works Director)

Mr. Wegerif explained that this item came about due to the recent work being done on the SR 520 bridge. He asked FDOT if it would be possible to paint “COCOA” on the bridge so that boaters would see the sign as the passed by the bridge. FDOT was accommodating and the resolution before them was required. In addition, $1,000 deposit for maintenance would have to be done.

Mr. Wegerif stressed that they were still waiting on final approvals, but believed this would be great if it is approved. He stated he was shocked that FDOT was in agreement.

Mayor Parrish and Council felt that this was great.

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

5. Authorize the City Manager to enter into a Contract for Purchase and authorize a budget resolution amending the FY 2016 Budget using General Fund Contingency for purchase of a vacant lot on Lakemont Drive, Parcel ID: 24-36-29-BW-00000.0-0230.00. (16-224). (Public Works Director)

Mr. Wegerif advised that the title should reflect “Stormwater Fund” and advised that this was a vacant lot on South Lakemont Drive. Purchasing this would give the city access to a portion of Horseshoe Lake. Maintenance to this area would reduce the potential for flooding and increase the overall appearance of the community.

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

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

MULTI-YEAR CONTRACTS:

6. To award Bid No. B-16-14-COC, Lift Station No. 4 Improvements, Project No. WSLS04, to L7 Construction Inc., Sanford, Florida for Construction of the Lift Station No. 4 Improvements Project; to Approve as a Multi-Year Contract from FY2016 through FY2017 pending approval of the FY2017 budget; To Approve a Resolution amending the FY2016 budget; to Approve a Resolution authorizing the City Manager to approve change orders in an amount not-to-exceed $56,170 (10% contingency); and to Authorize the City Manager to execute the contract. (16-225). (Utilities Director)

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

AYES: Parrish, Boisvert, Blake, Warner
THE MOTION CARRIED UNANIMOUSLY (4-0)

IX. INFORMATIONAL AGENDA:

1. New Local Business Tax Receipts. (16-231). (Community Services Director)

2. Councilman Michael C. Blake's resignation letter effective November 1, 2016. (16-244). (City Clerk)

X. REPORTS:

Mr. Wegerif invited all Council to the Peachtree Street Grand Opening which would be on Friday, July 8th at 11:30 a.m. Ms. Senger will be sending out invitations and Councilman Blake requested that Ms. Hall be invited.

Councilwoman Warner advised that she would be out the whole month of July.

Mr. Wegerif further noted that the Waste Management recycling carts have arrived and were being assembled. They would start deploying them this week. They would be done by a contractor of Waste Management and the first part of July would be the initial pickups.

Lastly, Mr. Wegerif spoke about St. Johns River Water Management and grant funding that was received for two projects. He explained the projects in detail.

Mayor Parrish inquired on the status of US1. In response, Mr. Wegerif noted that they had started planting of greenery, reclaimed water has been installed, and they were still aiming for July. He also noted that the permit was issued for the welcome signs and those will be installed when they were ready.

Chief Cantaloupe reminded everyone of the upcoming Juneteeth event which would be on Saturday, June 18th from 10 a.m. until 5 p.m.

Chief Prince thanked everyone who attended the Fire Department award ceremony last Thursday night.

Councilman Blake mentioned that it was nice to see all of the families there.

Mayor Parrish added that many firefighters came up and stated that they had never worked for anyone like Chief Prince and that he was a true leader.
In response, Chief Prince stated that they do all of the work and he truly appreciates all of them.

Mr. Walsh spoke in regards to the recent negative publicity of the water system. He read a prepared statement into the record as follows:

Cocoa Water Statement

"The Cocoa customers are being notified in their water bills of a recent violation of water quality standards that occurred. Your water was and is safe to drink. You have a right to know and thus the notification that was sent out per the FDEP guidelines. The violation was for an exceedance of 3 parts per billion over the limit of 80ppb LTRAA in 1 of 12 sites tested for trihalomethanes, a disinfection by-product that is created when using chlorine to disinfect the water.

The city's most recent test at the same location was 35ppb, well under the maximum of 80 ppb. City staff is continuing to monitor the testing results, making recommended changes to improve our water quality and lower our TTHM's, and adding additional equipment as necessary to assist in the operations of the plant. The City of Cocoa staff is committed to maintaining a high level of water quality that meets or exceeds all federal and state water quality standards as well as producing potable water that tastes great."

Mr. Walsh advised that Cocoa's Water Quality committee has been meeting since Oct 2015

He mentioned that recommended changes, testing, and other protocols are always dealt with. In addition, there have been improved sampling systems installed in the distribution system.

Further discussion was held on the water system and Mr. Walsh advised that he would be happy to answer questions if customers wanted more in depth information. He apologized to tax payers who rely on the City's expertise and the problem has been corrected.

Mayor Parrish asked if this was going to be on ongoing problem. In addition, he felt that the articles in Florida Today were irresponsible and that started a firestorm. He reassured Mr. Walsh and staff the he was aware that they were doing what they could to keep the systems going.

Mr. Walsh further stated that there were many things that could affect the outcome of the water. All things involving chemicals come in to play with this. He does not want to spend money if it was not needed and believed there was

enough flexibility in their processes to fix the problems. He believed they can manage it.

Councilman Blake asked Mr. Walsh if he believed in Cocoa water. In response, Mr. Walsh answered in the affirmative. Councilman Blake asked if the City had ever had other problems, been fined, etc. Councilman Blake stated he would base his livelihood on the work being done and believed in Mr. Walsh and his staff.

Mayor Parrish agreed with Councilman Blake and believed we had the best system.

Ms. Gemmati announced the upcoming employee health fair on Wednesday, June 22, 2016. The blood mobile will also be parked in front of City Hall in the municipal parking lot from 8 am until 1 pm. She is hoping that with the recent tragedy the turnout would be good. Appointments for the blood drive will be encouraged through social media.

In a question posed to Assistant City Manager Fuhrer about boats by Mayor Parrish, he advised that he would be following up with Mr. Sansom regarding funding for removal of derelict vessels.

City Manager Titkanich announced that Cocoa Rotaract will be hosting a Vigil for the Orlando tragedy on Thursday, June 16th in Riverfront Park. There will be another event hosted by Space Coast Pride on Friday in Eau Gallie. There were no further details on that event.

He assured Council that he followed up on the articles published regarding the water. He, along with Don Downs, Samantha Senger, and other pertinent staff met with Florida Today staff. They expressed their concerns and let them know that they wanted to maintain ongoing communications and dialogue. A tour of the Dyal Plant has been scheduled with a reporter so that they can see the city's processes. They wanted to make sure that they stay current in the City's issue and that information being reported was correct.

City Manager Titkanich advised that both he and the Assistant City Manager had met with All Aboard Florida and that they were in the process of constructing stations in West Palm Beach, Miami, etc. Phase One would open June 2017, and Phase 2 they would be extending services to Orlando International Airport.

There is an upcoming meeting regarding crossings and they wanted to make sure comments were received from the City.

He advised Council that he had been asked to serve on the board for the United Way of Brevard. Meetings would be on Thursday so they would not interfere with Council meetings. All Council members agreed that it would be great for him to be on that board.

City Manager Titkanich advised that an email went out from Florida League of Cities regarding committees for 2016-2017. If anyone was interested they could go on line and complete the form. Choices have to be ranked 1-5. He did verify that both an elected and appointed official from each city could serve on the same committee.

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He spoke about the Employee Appreciation Event and he thanked all Council and employees who attended the Brevard County Manatees game.

In closing, he reminded everyone that Juneteenth was this weekend and that the Assistant City Manager would be attending on his behalf at that event and the FIND event. Mr. Belden would also be attending the FIND event and Ms. McGrady would be presenting for Cocoa.

Councilman Blake also reminded all in attendance about the Juneteenth event, noting it was from 10 a.m. until 5 p.m. and that if anyone needed further information they could contact 321-652-5477.

He spoke of his attendance at the wedding of John and Rudeen Jackson, and of his attendance at the 25th Annual Freedom Fund Banquet. Judge Belvin Perry was the keynote speaker and Cocoa was awarded one of three Unsung Hero Awards. Ms. Delores McGlaughin and Dr. Stephanie Soliven were awarded the other two. He stated it was a terrific event.

He reiterated Mr. Sansom's comments about getting Cocoa's priorities in order and he wanted to make sure that Cocoa's were submitted in the correct order.

Councilman Blake announced that the next Space Coast Honor Flight would be taking a group of veterans on June 25th, and leaving at 3 a.m.

He mentioned to the Clerk that a power point on the Indian River Lagoon would be submitted from the Summit that he recently attended.

He also advised that at a recent FMIT meeting they spoke about a Supreme Court ruling on the way that Workers Compensation matters were handled. They pointed out that things were changing.

In conclusion, he asked all to pray for Orlando and those directly affected by the tragedy. He reminded all to buy local, spend local, and keep it local.

Councilman Warner appreciated the opportunity to attend the Freedom Fund Banquet and stated that Belvin Perry provided a great message.

She further noted that with the exception of Joe Lee Smith, Cocoa was the only city represented at the banquet. She finds it bothersome that other cities do not represent. She issued a challenge to Titusville, Melbourne, and Palm Bay to have representation there next year. County Commissioners were also not attendance; however, Sheriff Ivey was represented. She thanked everyone again for a great event.

Councilwoman Warner thanked Mr. Walsh for the clarification on the water issues, and reminded all that school was out and streets were full of children. She asked everyone to be careful.

Lastly, she noted that she had a really hard time with what has happened in Orlando, knowing many who both live and work in Orlando. She asked that everyone, not just victims, be kept in thoughts and prayers. Our Mayor had let Mayor Dyer know that we were here if they needed anything.

She reminded all to buy local and keep it local and reminded all how fortunate Cocoa was to have both Ace Hardware, Tractor Supply, and Travis Hardware all in one city.

Deputy Mayor Boisvert spoke about his attendance at the BBQ & Blues event and noted it was a good turnout. He reminded everyone about his District 3 Town Hall Meeting on June 21st at 6 p.m. at the Lost Lakes Clubhouse.

Mayor Parrish wished everyone a Happy Flag Day.

He pointed out that the City was getting ready for the July 4th event and believed that the baseball game was a great way to spend time with friends and employees. He hoped that the baseball team would get to stay in the county.

Mayor Parrish advised that he wished to attend the Florida League of Cities Conference, and that he would be speaking at a breakfast hosted by Celebration Tabernacle.

He spoke about the upcoming FIND meeting, Juneteenth, Lost Lakes District 3 meeting, and expressed his excitement for the “COCOA” signs on the bridge. He really hoped that project would go through.

Mayor Parrish voiced his frustration about the negative things being said about Cocoa on social media. He did not appreciate those who do not live in the city who try to label the city. He stated that it was not going to continue happen and those citizens should not expect that Cocoa was going to let it happen. He takes this information very seriously and all members of Council were passionate about the City. He believes that Cocoa has the smartest and most stable Council.

He mentioned the horrible situation that had occurred in Orlando and reiterated that he had reached out to Mayor Dyer.

In closing, he mentioned the Memorial Day parade and service and thought everyone gave great speeches.

He asked everyone to keep Councilman Furbish in their prayers.

In closing, he announced that Councilman Michael C. Blake had issued a letter to himself and City staff noting his resignation from his seat as Councilman for District 1, effective November 1, 2016. He is resigning in order to run for the District 51 House seat.

Mayor Parrish pointed out that there has not been a house member from Cocoa for about seventy years.

Councilman Blake advised that he has enjoyed every second of his term as Councilman and would be staying until November 1st. He thanked the Mayor and noted that all members and Council and staff were great.

Mayor Parrish advised they would wait until Councilman Furbish returned to make a decision about his seat at a future meeting. It was clarified that it would not be until November and they had up to two council meetings after his effective date to make a decision.

XI. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilman Blake, to adjourn the Regular meeting of June 14, 2016.**

AYES: Parrish, Boisvert, Blake, Warner

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 8:05 p.m.

_____

Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-282	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	6/30/2016			**In control:**	City Council
On agenda:	7/12/2016			**Final action:**	
Title:	Approve the Minutes of the District 3 Town Hall meeting on June 21, 2016, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Minutes 6-21-2016 District 3 Town Hall Meeting.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 30, 2016
Agenda Date: July 12, 2016
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the District 3 Town Hall meeting on June 21, 2016, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the District 3 Town Hall meeting on June 21, 2016, as written or with amendments.

MINUTES

CITY OF COCOA
DISTRICT 3 TOWN HALL MEETING

June 21, 2016

A Town Hall Meeting was held on Tuesday, June 21, 2016, at Lost Lakes Clubhouse, 140 Lost Lakes Drive, Cocoa, Florida, as publicly noticed.

I. OPENING MATTERS:

Deputy Mayor Boisvert called the meeting to order at 6:04 p.m.

Chief Prince provided the invocation and Assistant City Manager Fuhrer led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

Deputy Mayor Boisvert welcomed all.

He introduced Councilmembers to those in attendance.

Present:	Henry Parrish	Mayor
	Don Boisvert	Deputy Mayor
	Michael Blake	Councilman
	John Titkanich	City Manager
	Matt Fuhrer	Assistant City Manager
	Angela Ferguson	Assistant City Clerk
Absent:	Tyler Furbish	Councilman
	Brenda Warner	Councilwoman

City Manager Titkanich introduced staff members present:

Tammy Gemmati, Administrative Services Director; Michael Cantaloupe, Chief of Police; Yvonne Martinez, Public Information Officer; Jack Walsh, Utilities Director; Gene Prince, Fire Chief; Steve Belden, Community Services Director; Ed Wegerif, Public Works Director; Samantha Senger, Public Relations Specialist; Jonathan Lamm, Deputy Fire Chief; and Chris Perry, Desktop Support Tech.

Councilman Blake introduced Alexus Adkins, the City Clerk's office intern.

II. Discussion Topics

1. Fire Station Location Presentation

Chief Prince provided a presentation[1] of the Fire Station Location Analysis Report.

Chief Prince informed everyone where the current stations 1, 2, and 3 are located in addition to County station 44. He explained that the City looked at where they needed to be to provide services and stated the importance of a four minute response time, which should be able to be attained 90% of the time.

An analysis was compiled taking into account the current runs, city growth, and what station location would provide the most coverage. Those proposed sites were on S.R. 524 across from the Sunoco station, Brunson Boulevard north of the old police department, and the Dixon Boulevard/Clearlake Road location behind the ABC store.

Chief Prince discussed the spatial needs of the fire stations indicating that some of the fire stations were built prior to ADA regulations and gender need. More storage was also needed for equipment and the new engine. He provided a rundown of which each new station was given noting that the Headquarters station would include space for a future EOC.

Floor plans and building elevations were discussed.

Additionally, Chief Prince provided the production design schedule, the work highlighting specific milestones, budget, and probable costs for the project.

Chief Prince concluded the presentation and opened the floor for questions.

A citizen inquired if Station #2 would be used for an EOC and in response, Chief Prince indicated that for now, the EOC at City Hall would be utilized.

A question was asked regarding which station would service the Lost Lakes community and Chief Prince advised that the closest available unit would respond highlighting the mutual aid agreements between the County and City. He further indicated that the response time to the front gate of Lost Lakes is about four minutes.

Chief Prince thanked all in attendance.

.2. Citizen Input

Ron McGowan, a resident of Lost Lakes spoke of flooding issues in the area during the hurricane season. He was concerned about the wetlands in his area

[1] Exhibit A: Fire Station Location Analysis Presentation

and wanted to make sure that they were protected from inadequate drainage and future construction.

In response, City Manager Titkanich advised that if the property would be developed it would have to be mitigated, taking in to account the wetlands. He stressed no wetlands were given away. The Port had purchased some property for a cargo logistics center and advised they had a very conceptual site plan that included adequate drainage facilities.

A further discussion was held on the potential Wal-Mart project which would include traffic control. A study was currently underway and four-laning of the road in the area is possible and alternate designs are being looked at. Work between FDOT and the state are ongoing.

A citizen asked about the Krispy Krunchy Chicken at the old feed store on Friday Road. They were concerned that food was being sold there and not adhering to code. City Manager Titkanich advised that code enforcement would visit the location and that they work alternating Saturdays.

A Lost Lakes resident noticed a sign at the Shell station east of 95 displaying that a truck stop was coming and was concerned about overdevelopment. City Manager Titkanich advised that there was expressed interest, but clarified it was A Flying J, not a Shell. He also mentioned that Wal-Mart does not want the area overdeveloped either.

Deputy Chief Boisvert introduced Chief Cantaloupe.

Chief Cantaloupe introduced the new Community Resource officer, Chris Haddaway, noting that he will soon be setting community watch meetings up with citizens.

Mr. Haddaway, indicated he had been working with the City regarding providing lock boxes so that the police department and fire department can gain entry into homes in an emergency. A wait list is available.

Ron McGowan, a Lost Lakes resident, indicated that the police reports contain a lot of drug calls.

Chief Cantaloupe clarified that there are drugs in certain areas, but that the department is working diligently to alleviate the problem and stressed that drugs are a national problem, not just a local issue. Furthermore, he indicated that Cocoa tends to get blamed for issues outside of the city limits, such as when they occur in the County areas of Canaveral Groves, Port St. John and West Cocoa.

Councilman Blake thanked everyone for coming out to share thoughts and concerns and if they liked the mood of the community to keep the Mayor and Deputy Mayor in mind. He mentioned the pancake breakfast that was held with Lost Lakes in the past and advised it was a great way to keep the lines of communication open in the community.

Mayor Parrish stated it was an honor to be in Lost Lakes and that a lot of companies were moving to Cocoa and that FDOT was throwing a lot of money to the City. He expects to see a four lane road by the Wal-Mart property.

He further advised that staff works very hard, that they have vision and sound policy making. The citizens are smart, Cocoa is looking good. The budget looks good and the government is stable. Mayor Parrish indicated he is humbled and the bad stuff presents the opportunity to make changes.

A citizen asked why the City turned down the parking lot project at S.R. 524.

Mayor Parrish affirmed that it had been turned down but that four or five companies are currently looking at it.

City Manager Titkanich posed the question if the residents wanted more than just a park and go. He felt there would have been more traffic but that the City wanted something better for the community and the park and go would have provided minimal benefit to the local residents. With this being the first year population growth in taxable property value, he believed that people are seeing Cocoa as a viable location for business.

A citizen question the stress on the water system with the growth in the County.

In response, Mr. Walsh advised that there is a growth plan in place that includes 10, 20, and 30 year projections.

A Lost Lakes resident asked what was going on and who was living at the old Ramada Inn.

Chief Cantaloupe said it is zoned multi-family/apartments and they are in the process of working with the management company in regards to who they are renting to and hopefully they can get it under control. He advised while the police department cannot do background checks, the management company has the right to do so.

He agreed while there was issue with drugs and a shooting but that the people involved were not occupants, they had just used the location to meet.

City Manager Titkanich added that have kitchenettes and are lawfully used for family use. He stressed that the City is listening and the police department and

code enforcement can continue to monitor the location but they have to make sure they do not violate the rights of the occupants. Security was hired to mitigate and minimize the illegal activity.

Mayor Parrish indicated there was no room in the city for it and the thugs were getting a headache from being arrested.

A citizen asked when the Wal-Mart project breaks ground. In response, City Manager Titkanich indicated the project was not final and no site selection had been made but if so, the "ship date" would be between February and September of 2018. If selected, the City would move as fast as they can to get the roadways done.

Deputy Mayor Boisvert thanked all for attending.

III. ADJOURNMENT:

*** The Town Hall Meeting adjourned at 7:13 pm.**

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Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk
(Transcribed by A. Ferguson, Assistant City Clerk)

Legislation Details (With Text)

File #:	16-276	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	6/28/2016			**In control:**	City Council
On agenda:	7/12/2016			**Final action:**	
Title:	BBQ & Blues Event Update. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	16-272	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	6/22/2016			**In control:**	City Council
On agenda:	7/12/2016			**Final action:**	
Title:	To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Lime Slaker from Integrity Municipal Systems (IMS), Poway, California and the Installation of the Slaker through Water Treatment and Controls, Pensacola, Florida. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution Sole Source - IMS Sole Source Form - IMS D15-014 Cost Proposal 062816 (003) 062916REBA Cocoa Slaker Installation SS-Util -IMS (6 29 16).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 27, 2016
Agenda Date: July 12, 2016
Prepared By: William “Troy” Howell, Dyal WTP Chief Operator
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Lime Slaker from Integrity Municipal Systems (IMS), Poway, California and the Installation of the Slaker through Water Treatment and Controls, Pensacola, Florida

BACKGROUND:

On April 12, 2016, City Council approved the sole source purchase and installation of a lime slaker through Water Treatment and Controls, Pensacola Florida. As Water Treatment and Controls represents IMS, the company that manufactures the lime slaker, the sole source approval was inadvertently given to them for the purchase of the lime slaker.

To allow for an owner direct purchase of the equipment and provide transparency, it is necessary to purchase the slaker directly from IMS at a cost of $175,000 and have Water Treatment and Controls install the slaker at a cost of $13,850 through previous sole source approval.

Staff recommends the purchase of the lime slaker from IMS and installation from Water Treatment and Controls.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$188,850 total cost
Account Number	421-4020-536.46-00
Account Name	Repair and Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

April 12, 2016, City Council approved a resolution for a sole source purchase of replacement and installation services of one lime slaker from Water Treatment and Controls, Pensacola, Florida, and approved a resolution amending the FY2016 Budget.

RECOMMENDED MOTION:

To Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of a Lime Slaker from Integrity Municipal Systems (IMS), Poway, California, and the Installation of the Slaker through Water Treatment and Controls, Pensacola, Florida.

RESOLUTION NO. 2016-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this Resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase or public improvement described in Exhibit "A" would not be in the City's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS FOLLOWS:

SECTION 1. The purchase or public improvement described in Exhibit "A" is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this Resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon adoption by the Cocoa City Council.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled this 12th day of July, 2016.

_____

ATTEST: HENRY U. PARRISH, III, MAYOR

_____

CARIE SHEALY, CMC, CITY CLERK

EXHIBIT “A”

To Resolution No. 2016-69

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source purchase, for the purpose of a lime slaker from Integrity Municipal Systems (IMS), Poway, California and the Installation of the slaker through Water Treatment and Controls, Pensacola, Florida.

The Department Director provided supporting documentation toward justification of the waiver, based on sole source, as an exception to the sealed bidding process; and based on this documentation, I support approval of the Resolution.

_____

John A. Titkanich, Jr., City Manager

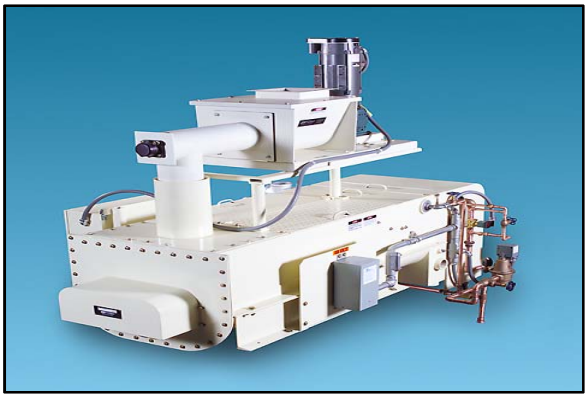
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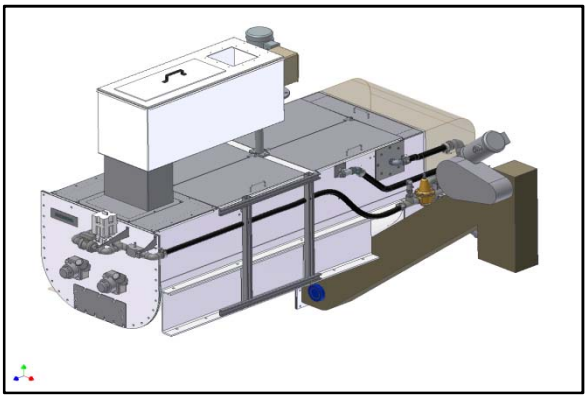
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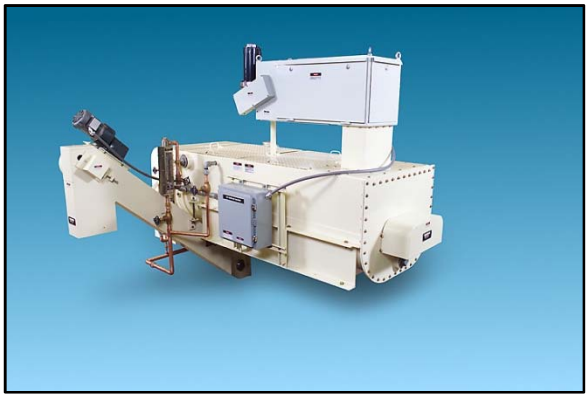


COST PROPOSAL

LIME SLAKING SYSTEM
FOR
DYAL WATER TREATMENT PLANT
CITY OF COCOA, FL







IMS File No.: D15-014 Rev. 02

Revised on: June 28, 2016

SALES CONTACT

Rich Bulgrin

Water Treatment and Controls Company

Cell phone: (352) 267-3225

Email: rich.bulgrin@gmail.com

TABLE OF CONTENTS

Cover Letter
Equipment Selection Sheet

Section 1: Commercial Proposal and Order
Section 2: General Arrangement Selection, Drawing, and Brochures

IMPORTANT NOTICE: All the information in this Proposal is confidential and has been prepared for Buyer's use solely in considering the purchase of the Equipment described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller's advance written consent.

June 28, 2016

Mr. William “Troy” Howell
Chief Operator
351 Shearer Blvd., Cocoa, FL 32922
(321) 635-7772 Office
(321) 794-6426 Cell
Thowell@cocoafl.org
Fax: (321) 635-7792

RE: Dyal Water Treatment Plant - City of Cocoa, FL
Lime Slaking System

Dear Troy,

Thank you for your continued interest in Integrity Municipal Systems, LLC (IMS).

Per the request of our representative, Mr. Rich Bulgrin at Water Treatment and Controls Company, we have prepared this cost proposal for providing one (1) Lime Slaking System for City of Cocoa, FL. Our proposal is based on the following design criteria:

Design Criteria

Quicklime Feed Rate, lb/hr	4,000
Slaker Maximum Capacity, lb/hr	4,000
Maximum Output Lime Slurry Concentration, %	18%

Our lime slaking system is a packaged system. It consists of a lime feeder, lime slaker, grit remover, piping, valves, instrumentation and controls to make a complete and functional system.

The IMS A-758 Lime Slaker System incorporates many features and advantages, including:

- Economical, consistent and reliable on-site slaking
- Proven track record with 40 years of experience
- Easy to install
- Tested at the factory
- Robust construction
- Superior paste slaking process (2:1 water to lime ratio)
- Faster slaking (5 minutes)
- More reactive lime slurry
- Compact size
- External heat source not required
- Saves water, heat and power
- Completely automatic system
- Flexible configurations
- Flexible controls

We have attached our commercial proposal in Section 1 and equipment catalog and brochures in Section 2.

We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact our sales representative, Rich Bulgrin at WTC, or call me directly at (858) 248-7834.

Thank you.

Sincerely,

Khaled Roueiheb
Director of Sales

Cc: Rich Bulgrin; WTC

EQUIPMENT SELECTION SHEET

FEEDER ACCESSORIES	
Inlet Rotary Valve	☐
Inlet Flexible Connector	☒
FEEDER TYPE	
Volumetric Screw (32-300SP)	☒
Volumetric Belt (32-215)	☐
Gravimetric Belt (31-165)	☐
No Feeder	☐
SLAKER CAPACITY (MAX.)	
Slaker Capacity (500 lb/hr)	☐
Slaker Capacity (1000 lb/hr)	☐
Slaker Capacity (2000 lb/hr)	☐
Slaker Capacity (4000 lb/hr)	☒
Slaker Capacity (8000 lb/hr)	☐
SLAKER MATERIAL OF CONSTRUCTION	
Painted Steel Construction	☐
Unpainted 304SS Construction	☒
Unpainted 316SS Construction	☐
Painted 304SS Construction	☐
Painted 316SS Construction	☐
GRIT REMOVER TYPE	
Conveyor	☒
Screen	☐
Screen with High Slurry Concentration (Booster Pump)	☐
GRIT REMOVER MATERIAL OF CONSTRUCTION	
Painted Steel Construction	☐
Unpainted 304SS Construction	☒
Unpainted 316SS Construction	☐
WATER VALVE	
Mechanical	☒
Electronic	☐
POWER SUPPLY	
480V, 3ph, 60Hz	☒
230V, 3 ph, 60Hz	☐
120V, 1 ph, 60Hz	☐
230V, 1ph, 60Hz	☐
CONTROL PANEL	
Mounted on Slaker	☐
Remote-Mounted	☒
Relay Logic Based	☒
PLC Based	☐

SECTION 1

COMMERCIAL PROPOSAL

Proposal D15-014 Rev. 02

Date: June 28, 2016

ORDER

The undersigned authorized representative of the below named purchaser ("Buyer") hereby orders the Equipment described in the accompanying Seller's Documentation on the terms and conditions specified therein.

Buyer: _____

Signed by:_____

Print Name: _____

Print Title: _____

All orders are subject to prior acceptance by Integrity Municipal Systems, LLC at its offices in Poway, CA.

SCOPE OF WORK BY INTEGRITY MUNICIPAL SYSTEMS, LLC ("SELLER")

The following equipment and services are included in Seller's scope of work. All equipment will be manufactured in accordance with Seller's standard equipment specifications and installed in a non-hazardous area. Please see attached equipment general arrangement drawing for illustration and reference.

No.	Item Description	Qty.
1.	**Inlet Flexible Connection, Canvas**	1
2.	**Series 32-300SP Volumetric Screw Feeder – 4,000 PPH Capacity** including**:** a) Unpainted 304SS Housing Construction b) 1-1/2 HP Motor- 0-180VDC TENV, Tachometer c) SCR Drive Control Panel (In Junction Box) d) 3" Feed Screw, Feed Tube, Trough Cover, Stand & Mounting Hardware e) Feeder Support Posts and Discharge Connection f) Feeder Hopper Access Door	1
3.	**Series A-758 Lime Paste Slaker, 4,000 PPH Capacity**, including: a) Unpainted 304SS Trough b) 1-1/2 HP Paddle Shaft Motor – 230/460V, 3 ph, 60 Hz c) Mechanical Torque Operated Water Valve d) Vapor & Dust Arrestor e) Water Supply Piping (Copper) (IMS Standard) f) Water Pressure Reducing Valve, Water Strainer, Pressure Gauge, Water Low Pressure Switch g) Solenoid Valve for Auto Batch and Adapter h) Temperature Probe with Analog Output i) Slaker delivers up to 18% Lime Slurry Concentration j) Unit is shipped pre-Wired/pre-Piped, Assembled and Tested at the Factory	1
4.	**Conveyor Type Grit Remover for 4,000 PPH Capacity**, including: a) Unpainted 304SS Material of Construction b) 1/4 HP Grit Remover Motor – 230/460V, 3 ph, 60 Hz, TENV & Gearbox c) Grit Remover Attachments, Grit Remover Rotameter, Parts and Piping for 18% Lime Slurry Concentration d) Grit Remover Support	1
5.	**Standard Control Panel for Slaker, Grit Remover & Feeder**, including: a) Nema 4X Enclosure – 304SS (Remote-Mounted) b) Relay Logic Controls, Auto-Batching c) Feed-Rate Control & Readout Meter, Switches, Lights, Disconnect Switch d) Temperature Readout Meter e) Control Circuit Transformer for 460V, 3 ph, 60Hz Power Input f) Conduit and Parts for Grit Conveyor, Junction Box, Feeder g) Audible Alarm Mounted To Control Panel	1

h) 4-20 mA Control of Screw Feeder

6.	**Junction Box for Remote Mounting of Control Panel- 304SS**	1
7.	**Manufacturer's Services for Installation Inspection, System Start-Up and Operator Training (3 Days at the Jobsite)**	Included
8.	**Design Submittal and Operation and Maintenance Manuals**	Included
9.	**F.O.B Factory with Full Freight Allowed to Jobsite, City of Cocoa, FL**	Included
	EQUIPMENT PRICE [ITEMS 1-9]	**$175,000**

SCOPE OF WORK BY BUYER

1. Equipment unloading and installation
2. All civil works and concrete pad for equipment including anchor bolts supply
3. Electrical power to slaker control panel (480V/3 ph/60Hz)
4. All overflow drain piping from slaker to plant drain
5. Remote installation of control panel and interconnecting wiring from remote-mounted control panel to junction box, etc.
6. All electrical conduit, wiring, electrical material, etc. from control panel to plant SCADA, etc.
7. Process signal and wiring from process for feeder operation
8. Quicklime supply equipment to feeder inlet
9. Vent piping from vapor & dust arrestor connection onwards (4")
10. Lime slurry discharge piping from slaker connection to process (3")
11. 1 ½" water supply piping to water connection- **55 gpm at 75 psi**
12. Room ventilation, air conditioning, or lighting
13. Any items not explicitly listed under Integrity Municipal Systems, LLC's scope of work

SHIPPING INFORMATION

Estimated Shipping Weight: 3,620 lbs.

FIELD SERVICES

Should additional services be required for work beyond Seller's Scope of Work, Buyer may purchase such services from Seller at a standard rate of $1,500 per eight (8) hour day, plus expenses.

WARRANTY TERM

The Warranty Period is one (1) year from Equipment acceptance or 18 months from shipment, whichever occurs first, and is subject to the Standard Terms of Sale included with this Proposal.

TAXES

Seller's Proposal does not include any sales, use, federal, state, local, excise, or other similar taxes or duties unless expressly stated in this quotation. All applicable taxes shall be paid by Buyer. Upon acceptance of an order by Seller, Buyer shall provide a resale certificate or tax exemption certificate, whichever is applicable, to Seller.

PAYMENT TERMS

Subject to prior credit approval, the terms of payment are:

20% upon submittal approval, Net 30 days
75% upon equipment shipment (or offer to ship), Net 30 days
5% upon beneficial occupancy, or 120 days after shipment, whichever occurs first

PROPOSAL VALIDITY

Seller's Cost Proposal dated June 28, 2016 is valid until September 30, 2016. The stated price is predicated on shipment no later than September 30, 2017. In the event Buyer desires to extend the delivery date or the Warranty Period beyond the time period set forth in this Proposal, Seller can offer extended terms for an additional charge which will be provided upon request.

SCHEDULE

As part of any binding Agreement that results from this proposal, Seller and Buyer shall mutually agree upon a production and delivery schedule (not to exceed the outside delivery date stated above). Our normal lead time for this type of equipment is:

Design Submittal:	4 weeks after receipt of a fully executed purchase order
Equipment Shipment:	10-12 weeks after seller's written receipt of submittal approval and release for fabrication.

TERMS & CONDITIONS

NOTE 1: Seller's Standard Terms of Sale, attached to this Proposal and incorporated herein by this reference, will apply to any order resulting from this Proposal and are factored into the purchase price set forth in this Proposal.

STANDARD TERMS OF SALE

1. Applicable Terms. These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). These terms together with Seller's Documentation comprise the complete and exclusive agreement between the parties (the "Agreement"). The Agreement may only be modified by a written instrument signed by authorized representatives of both parties. Any additional, different or conflicting terms contained in Buyer's request for proposal, specifications, purchase order or in any other written or oral communication from Buyer are hereby rejected by Seller and shall not be binding in any way on Seller.

2. Price and Payment. Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, the amount so paid shall become immediately due and payable to Seller by Buyer. Unless otherwise stated in Seller's Documentation, all payments are due within 30 days after receipt of invoice. Buyer shall be charged 1½% interest per month on all amounts not received by the due date and shall pay all of Seller's costs (including attorneys' fees) of collecting amounts due but unpaid. If Buyer fails to make any payment when due, Seller may, without advance notice, terminate this order without liability; or condition such order on such modifications to the terms of payment as Seller, in its discretion, deems appropriate. In such case, Seller may also, in its discretion, withhold further manufacture or shipment; require immediate cash payments for past and future shipments; or require other security satisfactory to Seller before further manufacture or shipment is made.

3. Delivery. Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are F.O.B. Seller's facility. Risk of loss shall transfer to the Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier. Claims for damage, shortage or errors in shipping must be reported within two business days following delivery to Buyer. Buyer shall have one business day from the date Seller completes start-up of the Equipment to inspect such Equipment for defects and nonconformance which are not due to damage, shortage or errors in shipping, and notify Seller, in writing, of any defects, nonconformance or rejection of such Equipment. After such one business day period, Buyer shall be deemed to have irrevocably accepted the Equipment, if not previously accepted. After such acceptance, Buyer shall have no right to reject the Equipment for any reason or to revoke acceptance.

4. Ownership of Materials. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely in connection with Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

5. Changes. Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of the Agreement.

6. Warranty. Seller warrants to Buyer that during the period that ends18 months from delivery or one year from acceptance, whichever occurs first (the "Warranty Period"), the Equipment shall materially conform to the specifications set forth in Seller's Documentation and shall be free from defects in material and workmanship. If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the Equipment or any non-conforming parts thereof. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller's then customary charges for any repair or replacement made by Seller. The warranty on repaired or replaced Equipment or parts is limited to the remainder of the Warranty Period. The foregoing warranty shall not apply to any Equipment or part thereof (x) that is (a) not operated and maintained in accordance with Seller's instructions, (b) damaged as a result of any unauthorized repairs or alterations, (c) damaged by chemical action or abrasive material, misuse, (d) damaged by improper installation (unless installed by Seller), and (e) specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller; and (y) if Buyer is in default of any payment obligation to Seller under this Agreement. Seller's warranty does not cover any adsorbing media or other consumables used in the Equipment, regardless of whether such media or consumables were supplied by Seller. THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO SECTION 9 BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. The warranty set forth herein, subject to any limitations set forth elsewhere in Seller's Documentation, shall be transferable during the Warranty Period to the initial end-user of the Product.

7. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.

8. Cancellation. If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT OR PARTS SHALL NOT EXCEED TEN PERCENT (10%) OF THE PURCHASE PRICE PAID UNDER THIS AGREEMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY. THE REMEDIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO CONSTITUTE A COMPLETE ALLOCATION OF THE RISKS BETWEEN THE PARTIES AND LIMITS THE REMEDIES THAT MIGHT OTHERWISE BE AVAILABLE. BECAUSE THIS AGREEMENT AND THE PRICE PAID REFLECT SUCH ALLOCATION, THE REMEDIES PROVIDED TO BUYER HEREUNDER WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE EVEN IF THEY OPERATE TO BAR RECOVERY FOR CERTAIN DAMAGES THAT BUYER MAY INCUR.

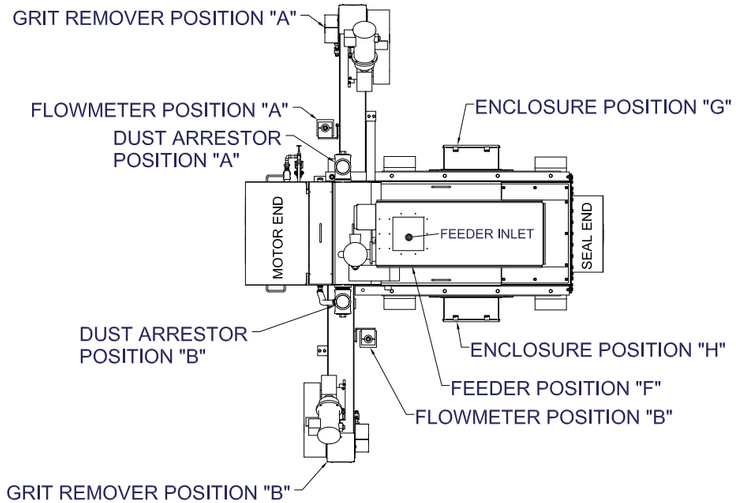
10. Set-off and Backcharges. Buyer will not be entitled to set-off any amounts due Buyer against any amount due Seller from Buyer. Seller will not be responsible for any backcharges unless approved in writing in advance by an authorized representative of Seller. Any request for backcharges must be submitted by Buyer to Seller at least three business days prior to the date on which Buyer desires to assess such backcharge to enable Seller to conduct a site visit or to conduct such other investigation as it deems reasonably appropriate.

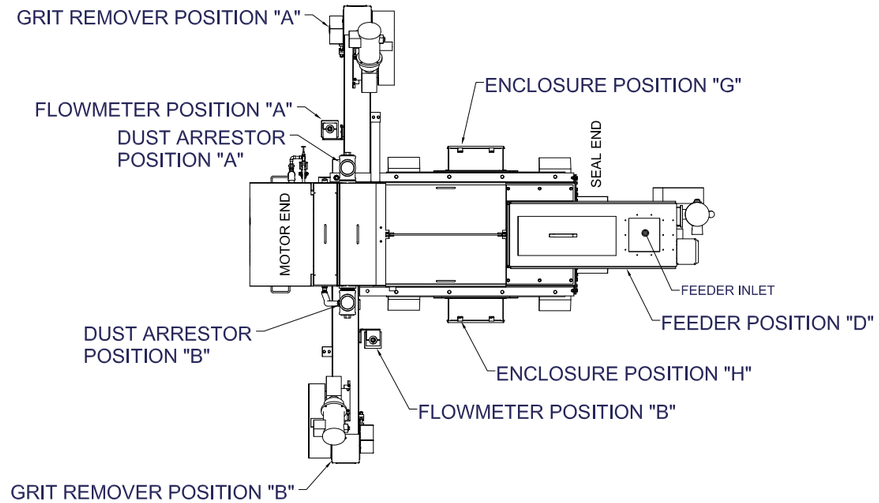
11. Export Compliance: Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment provided under this Agreement, including any export license requirements. Buyer agrees that such Equipment shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations.

12. Miscellaneous. If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. If any provision of the Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions thereof will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the State of California without regard to its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and excluded.

SECTION 2

GENERAL ARRANGEMENT SELECTION, DRAWING, AND BROCHURES

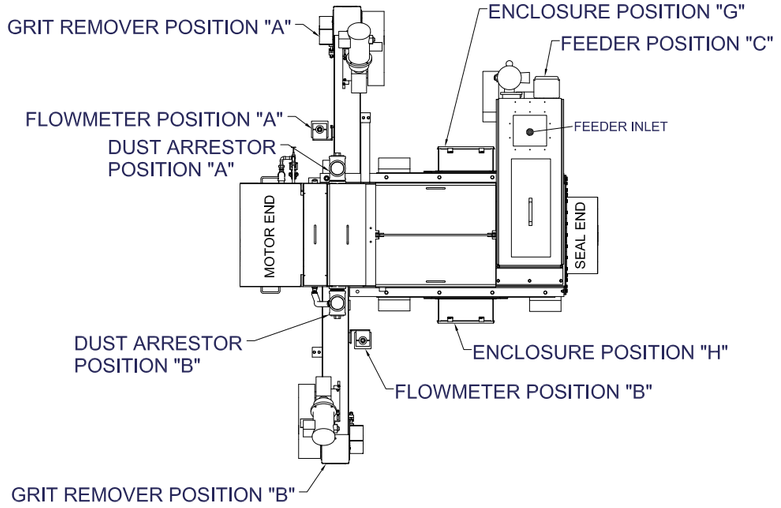


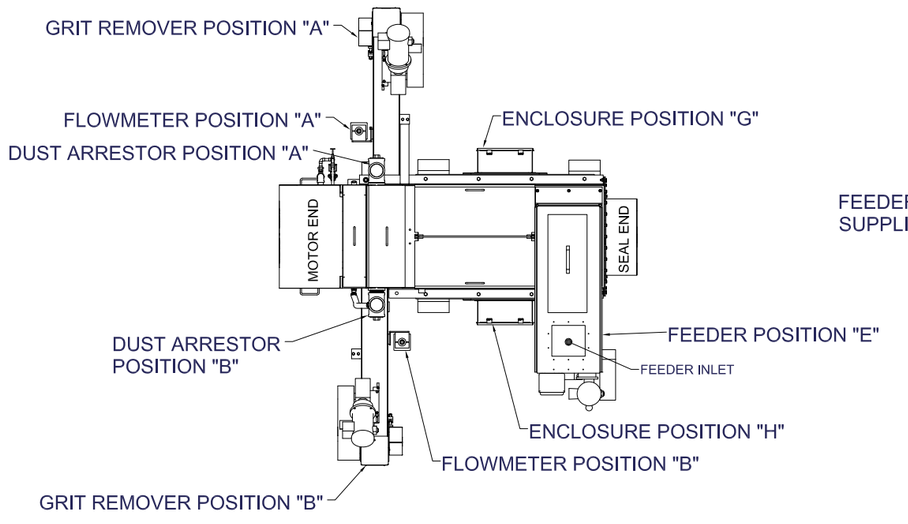


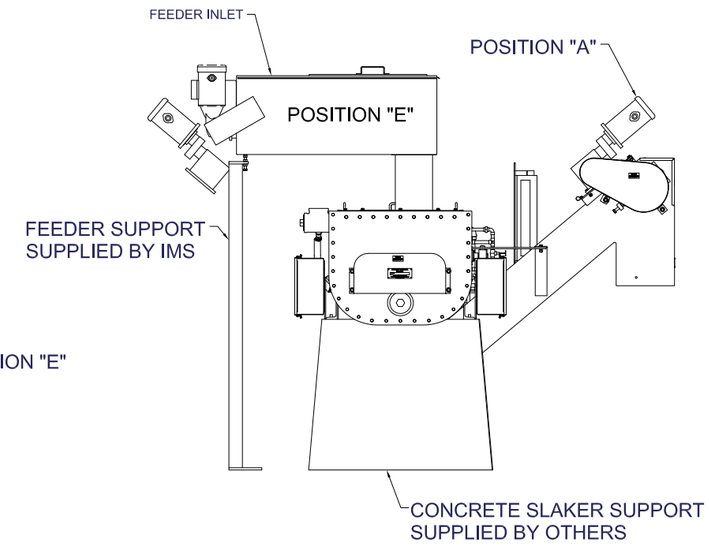
SLAKER SYSTEM COMPONENTS LOCATION GUIDELINES				
FEEDER LOCATION		C		
		D		
		E		
		F		
CONVEYOR GRIT REMOVER LOCATION	OPTION (#1)	A		
	DUST ARRESTOR	B		STANDARD
	WATER FLOW METER	A		STANDARD
CONVEYOR GRIT REMOVER LOCATION	OPTION (#2)	B		
	DUST ARRESTOR	A		STANDARD
	WATER FLOW METER	B		STANDARD
JUNCTION BOX LOCATION		G		
		H		

CUSTOMER TO SELECT:

- FEEDER
- CONVEYOR GRIT REMOVER &
- JUNCTION BOX LOCATION







THIRD ANGLE PROJECTION

ALL WELD SYMBOL DIMENSIONS ARE MINIMUM.
DIMENSIONS IN [mm] ARE MILLIMETERS.
DO NOT SCALE DRAWING

DRAWN PER ASME Y14.5M
UNLESS OTHERISE SPECIFIED
ALL DIMENSIONS ARE INCHES
AND TOLERANCES TO BE AS FOLLOWS.

FABRICATION	MACHINE
.XX +/- .06	.XXX +/-.005
.X +/- .13	.XX +/-.01
[X +/- .25]	.X +/- .03
< +/- .5	[X +/- .05]

STD: BORDER-11X17MI

BAR = 1" AT PLOT SCALE

REV	DESCRIPTION	DATE	DWN	CHKD	APVD	ECN
00	RELEASE FOR SALES USE	6/24/13	KAL			

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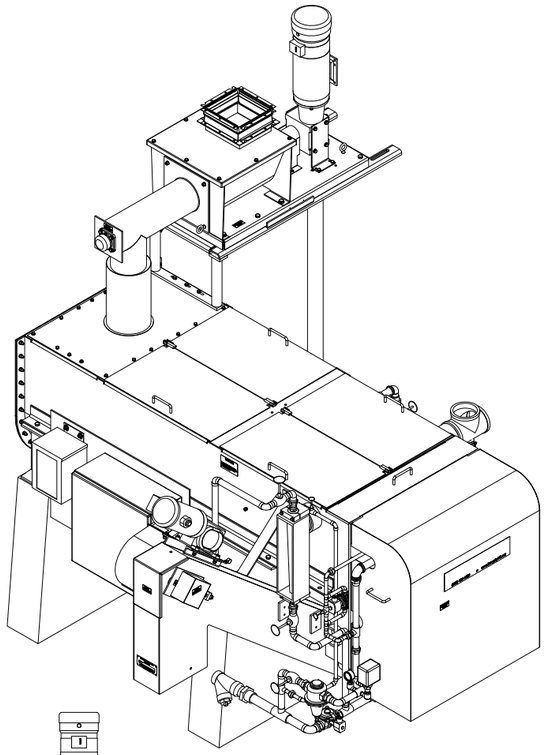
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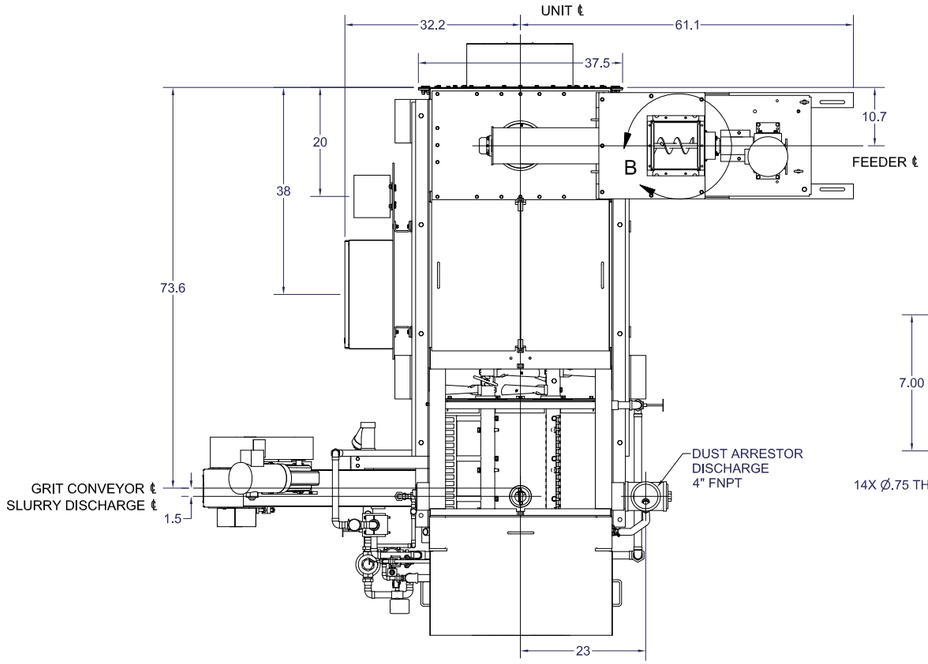
TITLE: STANDARD GENERAL ARRANGEMENT SELECTION

CLIENT

Integrity MUNICIPAL SYSTEMS
500 E. WASHINGTON AVE., SUITE 80
ZEELAND, MI 49464, USA
TEL: 858-486-1620

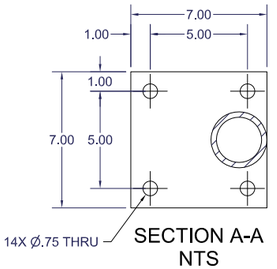
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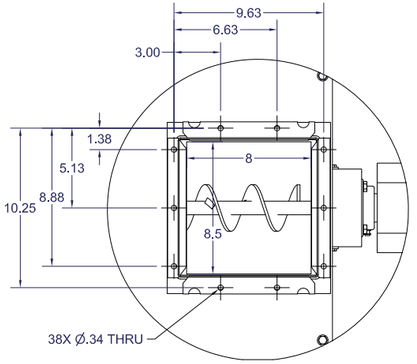


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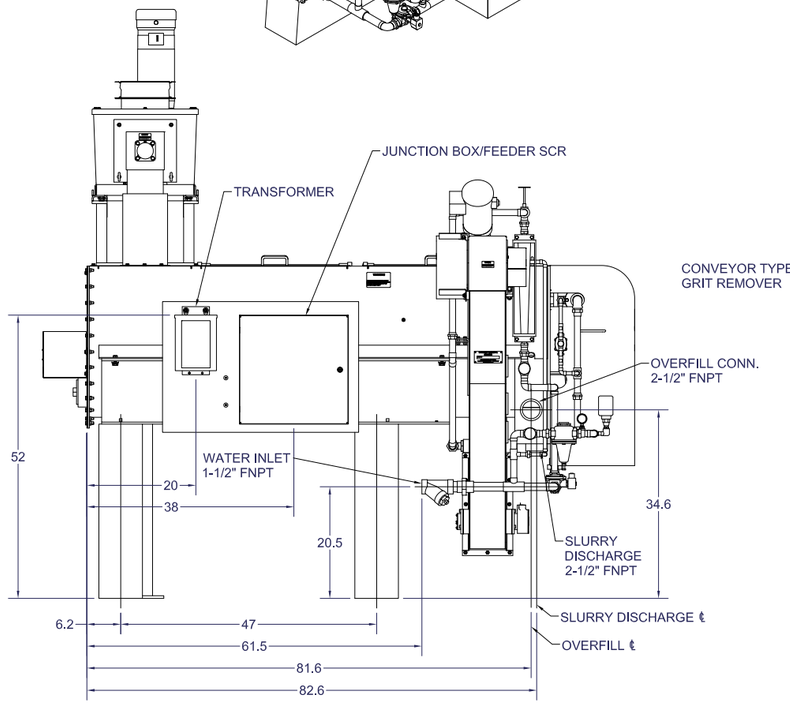
UNIT SHOWN CONSISTS OF:
4000PPH BASE SLAKER
32-300 SCREW FEEDER
CONVEYOR TYPE GRIT REMOVER
TRANSFORMER AND JUNCTION BOX UNIT MOUNTED

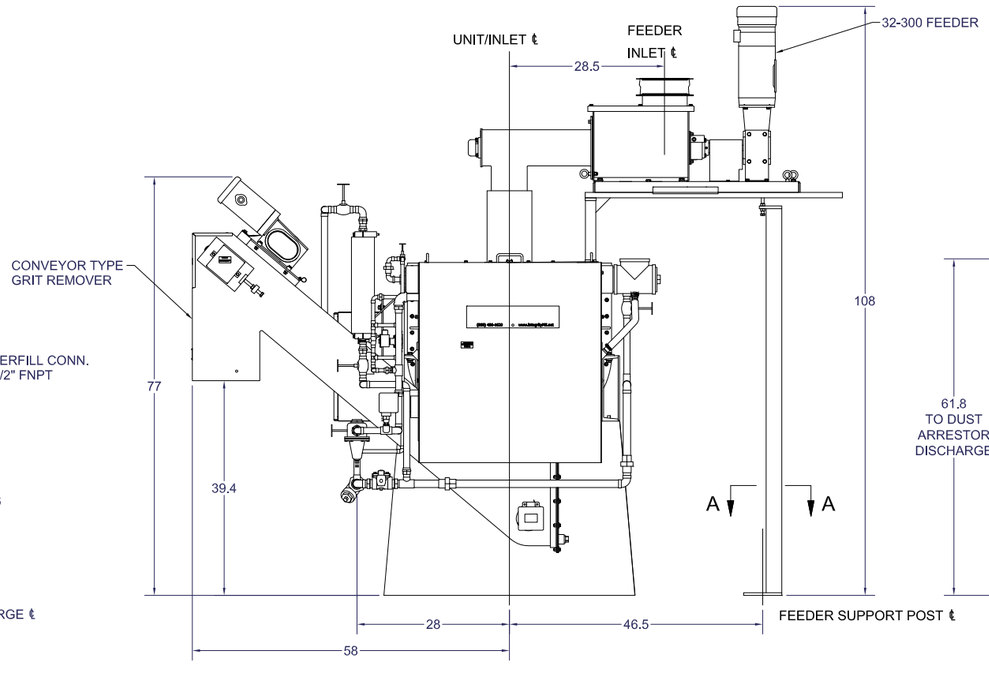


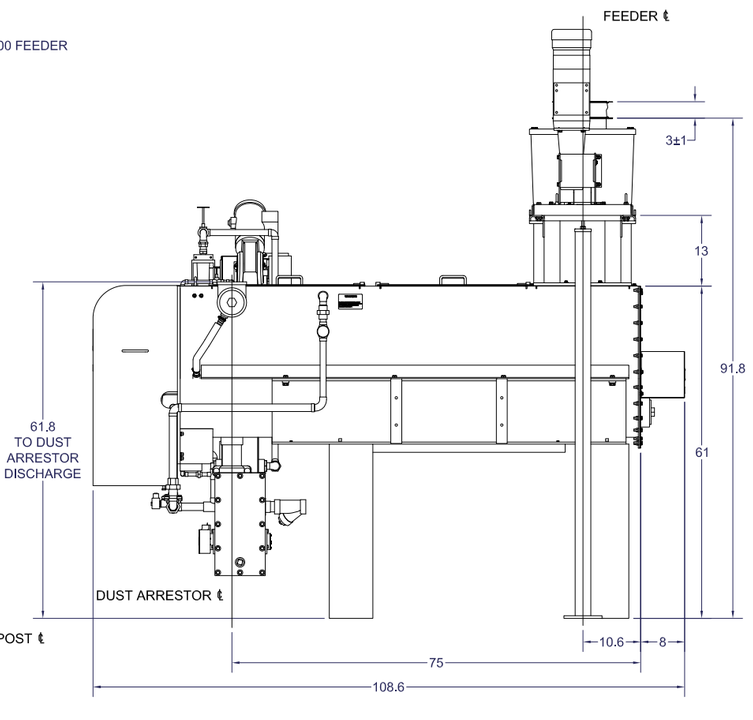
SECTION A-A
NTS



DETAIL B
NTS







THIRD ANGLE PROJECTION

ALL WELD SYMBOL DIMENSIONS ARE MINIMUM.
DIMENSIONS IN [mm] ARE MILLIMETERS.
DO NOT SCALE DRAWING

DRAWN PER ASME Y14.5M
UNLESS OTHERISE SPECIFIED
ALL DIMENSIONS ARE INCHES
AND TOLERANCES TO BE AS FOLLOWS.

FABRICATION	MACHINE
.XX +/- .06	.XXX +/-.005
.X +/- .13	.XX +/-.01
[X +/- .25]	.X +/- .03
< +/- .5	[X +/- .05]

STD: BORDER_11X17CA_0A BAR = 1" AT PLOT SCALE

REV	DESCRIPTION	DATE	DWN	CHKD	APVD	ECN
00	RELEASED FOR SALES USE ONLY	2/22/13	KAL			

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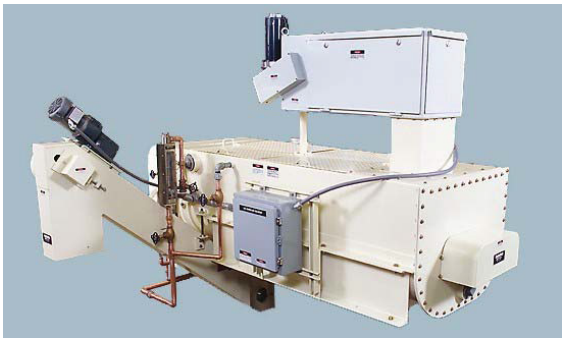
TITLE: SALES DRAWING
4000PPH W/ GRIT CONVEYOR & 32-300

CLIENT

Integrity MUNICIPAL SYSTEMS
500 E. WASHINGTON AVE., SUITE 80
ZEELAND, MI 49464, U.S.A.
TEL: 858-218-3750

PROJECT	CODE	DRAWING	SHEET	REV
	—	F4014	1 OF 1	00

Lime is one of the most common and economical chemicals used in the water and wastewater treatment process. The cost of commercial bulk hydrated lime or prepared lime slurry solutions, however, becomes prohibitive for installations requiring a continuous, high volume supply, typically greater than 45 kgs/hr (100 lbs/hr). To help alleviate this cost, on-site slaking or hydration is the ideal solution. The Series A-758 lime slaker provides for reliable, efficient slaking of various grades of quicklime (CaO) at a substantial savings over other slaking methods. Through the pioneering use of paste-type slaking technology, the Series A-758 lime slaker consistently produces a more reactive lime slurry requiring less energy and less operator attention. The compact size and flexible configuration make this pre-engineered system ideal for new and retrofit installations.



KEY BENEFITS

- Saves water, heat and power
- Economical and reliable on-site slaking
- Easy to install, unit is factory pre-tested
- Choice of final slurry concentration
- Flexible controls: manual, flow proportional, and automatic start-stop

FEATURES

Superior Paste-Slaking Process
Utilizing a 2:1 water-to-lime ratio, the A-758 unit slakes lime as paste which provides a number of benefits over the more traditional 4:1 water-to-lime or slurry slaking process. This includes less power, faster slaking, a smaller footprint and, most importantly, a more reactive lime slurry solution.

Saves Power
The 2:1 paste slaking process generates its own slaking heat from the hydration heat of reaction ($CaO+H_20 = Ca(OH)_2$ + Heat (490 btu/lb)). This avoids the need and expense of an external heat source, internal heat exchangers, and temperature control systems. Additionally, slow speed agitation requires one-half the horsepower of equivalent sized slurry slakers.

Fast Slaking
The low water-to-lime ratio and high self-generating heat of reaction completes the slaking process in approximately five minutes. This short retention time leads to efficient start-stop or batching operation and rapid changes in lime concentration when required.

Compact Size
The 2:1 slaking ratio and short retention time allows for a smaller slaking compartment without bulky insulation or any need for a water jacket. The A-758 lime slaker takes about 20% less floor space than other designs.

More Reactive Hydrate Particles
The intense heat [>82° C(180° F)] generated by the 2:1 slaking ratio subjects the quicklime to steam penetration. The resulting internal pressure promotes the fracturing of the quicklime into smaller, highly reactive particles. This means more surface area for more efficient lime usage.

Controlled Consistency
An automatic, torque-actuated water inlet valve provides precise, continuous control of paste consistency and, therefore, the slaking process. Variations in lime quality and feed rate are quickly recognized and the optimum slaking rate is maintained, without operator intervention.

Integrated System Design
The pre-engineered A-758 lime slaker system is available with a broad range of capacities, capabilities and control options:

- Four different capacities from 450 to 3600 kgs/hr (1000 to 8000 lbs/hr)
- Specific gravity classification or screen-type grit removal technology
- Gravimetric or volumetric belt-type lime feeders or screw-type lime feeder
- PLC or relay logic controls with an optional automatic batching function

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DESIGN AND OPERATION

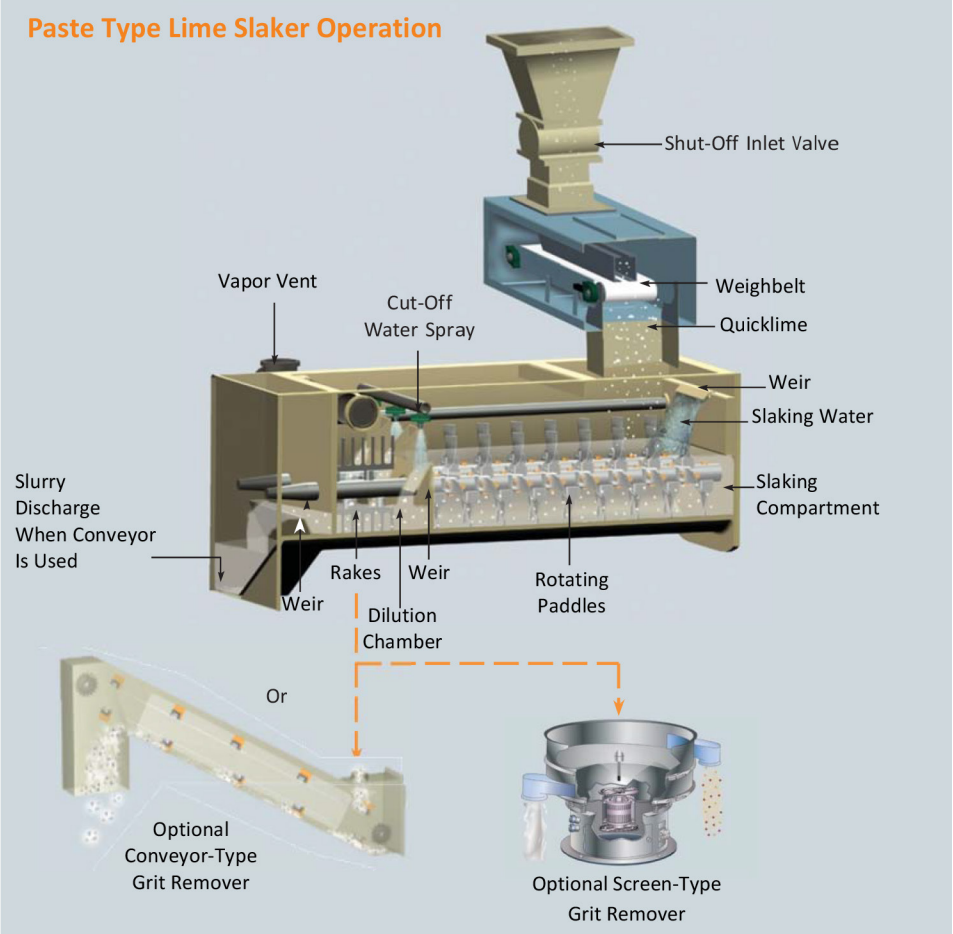
Water and quicklime (CaO) are fed into the slaker mixing compartment at an approximate 2:1 ratio. The lime is metered by either a gravimetric weighbelt feeder or a volumetric screw or belt-type feeder. Controlling the lime feedrate determines the output of the slaker system. The water flow is automatically controlled by a torque-sensitive water adjusting valve.

In the slaking compartment, two intermeshing paddle shafts, rotating in counter-clockwise directions, mix the quicklime and water into a paste-type composition, controlled by the torque valve to the 2:1 slaking ratio. Any variation in the paste consistency caused by vapor loss, lime quality or size fluctuations, or changes in the lime feed rate, results in a different torque load on the paddle shafts. This causes the torque valve to adjust the water flow to maintain the desired paste consistency.

The paste and entrained inert grit moves forward in a plug-flow fashion. After approximately 5 minutes, the completely slaked lime paste flows over a weir into the dilution compartment. Here water nozzles direct a cut-off spray to dilute the paste into a lime slurry at an approximate 4:1 concentration. This also releases the grit from the lime paste so that it can be removed. Two sets of rotating rakes keep the lime in suspension and help move the grit to the grit separator.

Dust and steam, generated by the exothermic reaction of the lime and water, are drawn off by an integral, water operated vapor-dust arrestor. The steam and dust are condensed and returned to the dilution compartment. Excess steam and water vapor are vented outside of the slaker.

A low water pressure switch in the torque valve piping is designed to stop the lime feeder when the supply pressure falls below the minimum operating requirement. This avoids heat build-up due to insufficient slaking water. The feeder automatically restarts when the pressure is restored.



CHOICE OF LIME FEEDERS

Reliable lime feed is required for proper operation of the lime slaker system. A selection of standard feeders is available to provide accurate CaO feed over a range of up to 20:1. This determines the operating range of the slaker along with lime reactivity.

Series 31-165 Gravimetric Weighbelt Feeder
A microprocessor controller unit that delivers an accuracy better than 1% of set rate over a 20:1 range. It features direct measurement of throughput for inventory control and complete alarm monitoring for any off-feed condition.



Series 32-215 Volumetric Belt-Type Feeder
Simple controls with a quick speed of response for changing feed rates. A no-feed alarm is available as an option.

Series 32-300 Volumetric Screw-Type Feeder
A rugged, heavy duty variable speed feeder with only five moving parts provides low maintenance and simple service.



CHOICE OF GRIT REMOVERS

All quicklime (CaO) contains a small amount of inert grit or unslaked material. To protect lime slurry pumps and piping, it is necessary to remove this grit as the slurry exits the slaker. The A-758 lime slaker is available with a choice of two different grit remover technologies:

Conveyor-Type Grit Remover
Grit particles are separated from the lime slurry based on their specific gravity. An up-flow of water is introduced into the dilution compartment of the slaker. The heavier grit particles fall through this flow to be subsequently removed by the chain and flight scraper. The operator can adjust the water flow to determine the size and amount of grit that is to be removed.



An accurate glass-tube flow meter is used to provide a fine degree of control and repeatability. This system removes virtually all grit down to 10 mesh in size and some portion of finer grit down to 40 mesh. Slurry concentrations up to 18% are achievable. Operation is simple and efficient with very low maintenance.

Screen-Type Grit Remover
In this system, grit particles are separated by size through a vibrating screen separator to provide positive grit removal. The lime slurry discharge passes through a 20 mesh screen (40 mesh optional), where grit is removed through an exit port. The slurry passes through the screen where it is delivered to the process or a stabilization tank. Slurry concentrations up to 20% are achievable. A high-strength slurry concentration, up to 28% at maximum feed rate, is available with this type of grit remover. This utilizes optional high velocity spray nozzles and a booster pump to decrease the amount of dilution water. This is ideal for installations where storage space is a consideration or in applications where excess water is limited in the process.



AUTOMATIC START-STOP CONTROL

The paste-type lime slaker is ideally suited for all types of control systems. In a continuous process, slaker operation remains constant. Lime slurry is continuously discharged while the lime feed rate can be varied to account for flow or process variations. Lime can be gravity flow, directly to the point of application without the need for costly slurry handling equipment. For batching applications, the slaker system can be automatically stopped and started from a single contact closure. The low water to lime ratio ensures a fast start-up to bring the slaker on line quickly. Both long-term (> 8 hours) and short-term (< 8 hours) shutdown modes are operator selectable.

Capacities
450, 900, 1800, and 3600 kg of quicklime per hour (1000, 2000, 4000, and 8000 lbs/hr).

Operating Range
Up to 20:1

Slaking Ratio
Approximately 2:1 water to lime by weight before dilution.

Lime Feeder
Three types of feeders available: Series 31-165 Gravimetric weighbelt feeder; Series 32-215 Volumetric belt-type feeder; and/or Series 32-300 screw-type feeder.

Control Panel
For local or remote mounting. NEMA 12; 230/460 VAC, 3 ph, standard; 115 VAC, 1 ph, optional (not available with 3600 kg/hr (8000 lb/hr) capacity).

Paddle Shaft Mixer Motors
452 kgs/hr (1000 lbs/hr) capacity - 1/2 hp;
900 kgs/hr (2000 lbs/hr) capacity - 1 hp;
1800 kgs/hr (4000 lbs/hr) capacity - 1-1/2 hp;
3600 kgs/hr (8000 lbs/hr) capacity - 2 hp;
Standard is 230/460 VAC, 60 hz, 3 ph.
Single phase motors are available up to 1800 kgs/hr (4000 lbs/hr).

Conveyor-Type Grit Remover Motors
1/4 hp, 230/460 VAC, 60 hz, 3 ph, totally enclosed. Also available in single phase up to 1800 kgs/hr (4000 lbs/hr) capacity units.

Screen-Type Grit Remover
450 kgs/hr (1000 lbs) slaker - 1/3 hp;
900 and 1800 kgs/hr (2000 lbs & 4000 lbs/hr) slakers –1/2 hp;
3600 kgs/hr (8000 lbs) slaker - 2-1/2 hp;
All motors are 230/460 VAC, 60 hz, 3 ph, 1200 RPM TENV.

Booster Pump Motors (High Slurry Concentration Option)
450 and 900 kgs/hr (1000 and 2000 lbs) slakers - 1/2 hp;
1800 kgs/hr (4000 lbs) slakers - 1 1/2 hp;
3600 kgs/hr (8000 lbs) slaker - 2 hp;
All motors are 230/460 VAC, 50/60 hz, 3 ph, TE turbine, all bronze housing. Note: Only available with screen-type grit remover.

Water Requirements
Recommended supply pressure for 450 to 1800 kgs/hr (1000, to 4000 lbs/hr) slakers, 2.7 bar (40 psi) minimum and 5.2 bar (75 psi) maximum; for the 3600 kgs/hr (8000 lbs/hr) slaker, 3.8 bar (55 psi) minimum and 5.2 bar (75 psi) maximum.

Control options

- Manual speed control of feeder via a potentiometer on the control panel.
- Automatic speed control of the lime feeder via a 4-20 mA input signal.
- Automatic batching and automatic system shut-down via optional start-stop configuration.

Dimensions
Complete dimension details can be found in catalog numbers WT.330.100.100.UA.CN to WT.330.100.126.UA.CN.

Total Slaker System Water Input at 40 psi (2.7 bar)

Slaker Size		Conveyor-Type Grit Remover (max 18% slurry concentration)		Screen-Type Grit Remover (max 20% slurry concentration)		Screen-Type Grit Remover (max 28% slurry concentration)	
Kg/hr	lbs/hr	lpm	gpm	lpm	gpm	lpm	gpm
450	1,000	57	15	45	12	34	9
900	2,000	91	24	76	20	64	17
1800	4,000	178	47	148	39	125	33
3600	8,000	405	107	360	95	246	65

Shipping and Operating Weights
Includes slaker, grit remover and feeder.

Capacities		Shipping		Operating	
Kg/hr	lbs/hr	kgs	lbs	kgs	lbs
450	1,000	1,900	2,400	1,410	3,110
900	2,000	1,330	2,930	1,895	4,180
1800	4,000	1,640	3,620	2,660	5,860
3600	8,000	3,335	7,350	6,160	13,580

13135 DANIELSON STREET, SUITE 204 POWAY, CA 92064
PHONE: (858) 486-1620 FAX: (858) 486-1659 www.integrityms.net

The Series 32-300 Screw Type Volumetric Feeders are designed for the demands of industrial-process applications. They meter dry and semi-dry powders and other free-flowing materials as well as pellets, flakes, chips, and other difficult materials with reliable accuracy and repeatability.

The heavy gauge steel construction stands up to the stress of long-running, high-volume bulk operations. Operation and control are simple and direct. There are only five moving parts. Power from the vertically mounted DC motor is transmitted through a right-angle gear reducer to the feed-screw shaft. A potentiometer on the SCR control sets the feed rate. Automatic control from an mA signal is available as an option. The compound feed screw comprises three screw elements welded to a heavy steel shaft. The interaction of the different-size-and-shape screw elements develops multi-level mixing of the process material. This produces a uniform material density and promotes complete filling of the feed-screw flights. Oversize sealed ball bearings support the one-piece, through-shaft at both ends. Interchangeable feed screws and discharge tubes, in six sizes, extend the versatile capabilities of these feeders. The standard 5- cubic foot hopper with steeply sloped sides is designed to promote an even flow of material to the feed screw.



KEY BENEFITS

- Heavy gauge construction
- Simple design
- Convenient controls and readouts
- Easy to maintain
- Smooth handling of difficult material flows

KEY ARRANGEMENTS

Model 32-300ST
This basic arrangement handles most dry materials, including powder, pellets, and flakes. Feed screw is available in 1”, 1½”, 2”, 3”, 4”, and 6” sizes. Maximum feed rates range from 2.6 to 500 cubic feet per hour.

Model 32-300SP
This model is specifically designed for difficult-to-feed materials. The agitator and conditioner segments of the feed screw are larger and set out at a greater radius from the shaft to handle oversize and irregularly shaped particles. The area in the mixing trough has been increased to provide greater mechanical clearances. The discharge port is larger; there is no down-spout to impede the flow. Standard metering screws are available in 3”, 4” and 6” sizes. Maximum feed rates range from 50 to 500 cubic feet per hour.

Model 32-300SN
This sanitary version of the basic Series 32-300 Feeder is designed specifically for applications in the food and pharmaceutical industries. All surfaces in contact with the process material are 304 stainless steel and polished to a No. 4 finish (316 stainless available on request). Welds are ground smooth and polished to avoid product build-up. Exterior metal surfaces are covered with a white (food grade) epoxy paint. A TEFE rear seal and white neoprene (food grade) gasketing are standard. Hand-secured clamps and turn-nuts allow easy disassembly for cleaning. The TENV DC motor is suited for wash-down maintenance. Feed screw is available in 1”, 1½”, 2”, 3”, 4” and 6” sizes. Maximum feed rates range from 2.6 to 500 cubic feet per hour.

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FEATURES

Advanced Engineering Design

The compound feed screw operates on three levels to condition the material and provide a smooth flow. The agitator segment, turning in an orbit outside the metering screw, releases air captured in the material. The de-aerated material fills the spiral lights of the metering screw. The outermost, conditioner segment on the feed screw has a reverse pitch. The back-mixing effect prevents material jamming in the trough.



Versatile

Six screw sizes are available for capacities from 2.6 to 500 cubic feet per hour. The feeder can be controlled manually or by an mA signal. Basic feeder can process material at temperatures to 150° F: higher with optional TFE seal.

Reliable Performance

The simple, direct mechanical linkage has only five moving parts (drive, coupling, screw, and two bearings). Power from the vertically mounted DC motor is transmitted through a right-angle gear reducer. The feed screw is directly coupled to the gear reducer.

Structural Strength

Heavy gauge steel is used throughout. Feed-screw shaft is a single-piece through-shaft and is supported at both ends by sealed ball bearings. Agitator, conditioner, and metering screw segments are all welded to the shaft for strong unitized construction.

Simplified Control

Feeder controls are centralized in a NEMA 4 enclosure that can be mounted at the feeder or remote. Toggle switches set the operating mode. A potentiometer controls feed rate, and an optional analog meter provides readout of feed rate in percent of full scale.

DESIGN AND OPERATION

The Series 32-300 Volumetric Feeder is powered by an SCR-controlled DC motor. A gear reducer converts the high speed motor-shaft rotation to a low speed, high-torque drive for the feed-screw shaft. Sealed ball bearings support the single-piece through-shaft at both ends. The agitator-conditioner compound feed screw is contoured to produce uniform material density. The agitator segment moves through the material outside the metering screw loosening and freeing the particles for maximum deaeration. This allows material to flow around the metering screw. As the material progresses toward the feed tube, it thoroughly fills the spiral lights of the metering screw. The reverse pitch of the conditioner segment develops a back-mix action that prevents material from piling up in the forward section of the trough. This eliminates dead pockets of material. The interaction of the large-diameter-outrigger segments conditions the material and avoids bridging. The standard hopper has a capacity of five cubic feet and steeply sloped sides for good material flow to the feed screw. A pneumatic-hopper vibrator is available for materials with poor flow characteristics. All controls are housed in a NEMA 4 enclosure that can be mounted on the feeder or remote. A potentiometer enables accurate pre- setting of the feed rate and excellent repeatability. An optional arrangement with an analog-speed-readout meter is available. Arrangements that accept a 1-5, 4-20, or 10-50 mA control signal have a second potentiometer for trimming the mA signal to the desired feed rate.

Control Arrangements

The basic manual SCR-control arrangement has a three-digit speed-adjust potentiometer for controlling the feed rate. Pushbuttons set the percent of maximum speed at which the motor is to operate. A toggle switch starts and stops the feeder. An arrangement with an analog-percent-readout meter is available. In the automatic arrangement, the feed rate is controlled by an mA input signal. A potentiometer trims the input signal to produce the desired speed rate. Speed-readout meter is standard with the automatic mA arrangement. This arrangement also has a speed-adjust potentiometer and can be operated in manual or remote mA mode. All SCR-control arrangements are available in optional versions which are Factory Manual approved as dust-ignition-proof* for Class II, Divisions 1 and 2, Groups E, F, and G, and Class III, Division 1 hazardous locations, as defined by Article 500 National Electrical Code.

Hoppering

An optional hopper section with a 1.5-cubic-foot capacity can replace the basic hopper to provide interface with the line of hoppers and accessories. These include converging, loading, extension, and storage hoppers in square or cylindrical shapes, and in a variety of sizes. They are offered in a choice of floor-above-supported or feeder-supported configurations. Dust collectors are available in different sizes, floor-mounted or feeder-supported. Bag loaders come in 1-bag and 2-bag models. Other accessories include screens, covers, shut-off gates, flexible connections, and installation hardware. A plate adapts dust collectors and bag loaders to cylindrical hoppers of various diameters (2, 3, or 4 ft.).

APPLICATIONS

Continuous Feeding

Feeding of one or more bulk materials, by volume, at a controlled feed rate. Feed rate is set as a percent of full scale and can be controlled by a remote-process signal.

Continuous Proportioning

Feeding of two or more bulk materials, by volume, at controlled feed rates set in proportion to a specified master ingredient or control feeding by volume of two or more bulk materials in proportions set at the feeders for overall- formula requirements. Alternately, several feeder outputs can be controlled using a master set station which provides a common rate-signal. Each feeder will feed at a ratio pre-set at this station.

Batching

Controlled feeding of one or more bulk materials for repeat production of preset lot quantities. Feed rates are set at the feeders as a percent of full scale. Batch size can be determined by feeder-on time as preset on a timer or by a signal from a controller that automatically shuts off the feeders when a specified condition (weight, level, etc.) has been achieved.

Industry Applications

- Proportioning of virgin PVC pellets, color, resin, and regrind material into plastics extrusion processes
- Feeding bentonite and sand in foundary mold production
- Feeding crushed limestone into fluidized-bed-conbustion processes
- Feeding of organic powders in pharmaceutical manufacturing
- Feeding of powered clay and pigments in the production of tile and brick
- Batching milk powder and salt in the production of cream cheese
- Feeding of spice premix in processed food production
- Feeding of diatomaceous earth as an oil filter aid in the cold-roll aluminum sheet rolling process

Short Description

This feeder is a Series 32-300 Screw-Type Volumetric Feeder with electric-variable-speed control. Full scale capacity is 2.6 to 500 cubic feet per hour depending on feed-screw size. Operating range is 20:1. The feeder consists of an SCR variable-speed drive in NEMA 4 enclosure; DC motor; right-angle speed-reducer gear box; a three-element compound feed screw; a 5-cubic foot hopper; a mixing trough and a discharge tube extension. A steel base supports the feeder and all components. SCR-control arrangements can be local manual, remote manual, start-stop, or automatic mA. Speed readout is available with start-stop and automatic arrangements. A three-digit pushbutton potentiometer adjusts motor speed. With the automatic mA arrangement, the feed rate is controlled by a 1-5, 4-20, or 10-50 mA DC process-control input. A panel-mounted potentiometer trims the signal to a percent of maximum to produce the speed-rate required. The walls of the hopper are steeply sloped and a pneumatic vibrator is available. Feeder and hopper are heavy gauge steel construction. In the sanitary arrangement, surfaces in contact with the process material are 304 stainless steel (optional 316 SS is available) polished to a #4 finish: food-grade white neoprene gaskets and TFE rear seal are standard. Feed screws are available in 1", 1-1/2", 2", 3", 4", and 6" sizes for the standard and sanitary models, 3", 4", and 6" sizes for the model for difficult-to-feed materials. A 1.5-cubic-foot hopper is available for interfacing with standard hoppering equipment.

TECHNICAL DATA

Accuracy

With uniform free-flowing materials, accuracies of 1% to 2% of full scale can be achieved. It must be realized, however, that with material delivery controlled on a basis of volume, many factors apply: Material flowability, density at the feed screw, hopper size and shape are only a few of the factors which determine accuracy. Actual accuracy can be established only by running sample material tests.

Capacity

2.6; 7; 17; 50; 150; and 500 cubic feet per hour.

Maximum Temperature

Ambient, 120° F; process material, 150° F standard or 250° F with optional TFE seal.

Process-Control Output

1-5, 4-20, or 10-50 mA DC.

Input Impedance

Maximum is 100 ohms for 10-50 mA, 270 ohms for 4-20 mA and 1,000 ohms for 1-5 mA.

Motors

TENV, ¾ hp, 1 hp, 1½ hp (an explosion-proof* UL Listed motor and tachometer are available for use in Class I, Divisions 1 and 2, Group D and Class II, Divisions 1 and 2, Groups F and G hazardous locations).

Control Arrangements

- Manual
- Remote manual
- Start-stop
- Automatic from mA process signal

Housing

SCR drive and controls are in a NEMA 4 housing, can be feeder-mounted or remote.

Options

Extended-length feed screws and discharge tubes, 316 stainless steel construction, a tachometer-generator with meter calibrated in percent of maximum for feedrate readout, 2-cubic-foot hoppers, pneumatic-vibrating hopper trough covers to interface with live-bottom bins. TFE seals for material temperatures to 250° F, UL Listed motors and tachometers, a 1.5 cubic-foot section to interface with hoppers in many sizes and variations as described on page 4.

Continuous Operating Range

20:1

Weight (Shipping Weight)

300 lb. to (400 lb)

*As defined by Article 500 National Electrical Code



Integrity Municipal Systems (IMS) is a specialty engineering company devoted to the design and supply of innovative, pre-assembled, process solutions for the water and wastewater industry. With over 25 years of systems engineering innovation and project execution, the IMS team has the knowledge and dedication to tackle your odor control and chemical feed needs. IMS has achieved a reputation for producing unique, practical, and cost-effective solutions for our customers. We are committed to providing quality, service, and overall value that exceed your expectations.

Lime Slaker Systems (A-758 & A-758 Plus)



The A-758 and A-758 Plus IMS Lime Slaker Systems provide continuous high volume lime slurries (up to 8,000 lbs/hour) for industrial and municipal process pH adjustment, flocculation, and chemical reaction. The superior paste-type slaking technology consistently produces a higher strength and more reactive lime slurry resulting in more efficient and more economical use of the quicklime. Systems are factory assembled and tested for quick and easy installation, and include options for lime feed and grit removal.

Lime Slaker Feeders



Series 31-165 Gravimetric Feeder



Series 32-215 Volumetric Feeder



Series 32-300 Volumetric Feeder

Chemical Feed Systems

IMS chemical feed systems are pre-assembled, fully-functional chemical delivery systems for water treatment applications. These compact, user-friendly chemical skids include local storage tanks, full secondary containment, dosing pumps, instrumentation and controls. Systems are piped and wired at the factory for easy and quick hook-up.



Fluoride Feed System

IMS Fluoride Feed Systems use sodium fluoride for community water fluoridation. They are designed with separate saturator and solution tanks, unlike conventional methods, to assure complete saturation, high reliability, low maintenance and ease of use.





Aqueous Ammonia Feed System

IMS packaged Aqueous Ammonia Feed Systems are used in the formation of chloramines for disinfection. The system includes a heavy-duty pressure rated aqueous ammonia storage tank, integral ammonia fume scrubber, peristaltic dosing pump, instrumentation and controls in a fully contained, pre-assembled skid. Optional enclosure, shown right, is ideal for outdoor or remote locations. The FRP shelter houses the equipment in an air conditioned environment and comes complete with lighting, ventilation fan, and breaker panel.

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Odor Control Systems

Standardized, pre-engineered, factory assembled odor control systems for treating odors at sewage pump stations and wastewater treatment plants. Systems are simple to install, reducing installed cost and delivery time.



Biological Odor Control Systems

The I-BOx™ Biological Odor Control System (Patent Pending) uses a two-stage process with a biological stage to remove 99% of the hydrogen sulfide (H_2S), followed by an activated carbon polishing stage to remove residual H_2S and organic odors. Standard models are available to treat up to 5,000 cfrm (8,500 m^3/h) of odorous air.

Carbon Odor Control Systems

The carbon adsorber odor control systems consist of an exhaust fan, damper, interconnecting ductwork, vessel with activated carbon (3 ft. bed) and a control panel. The carbon odor control systems are designed to work with a wide selection of media: virgin activated carbon for low odor level, and high capacity carbon for higher H_2S concentrations.



MCS Carbon Odor Control System

- Standard models are available to treat up to 1,400 cfm (2400 m^3/h) of odorous air in a single carbon stage.



BCS Carbon Odor Control System

- Standard models treat up to 6,800 cfm (11600 m^3/h) in a single carbon stage and up to 20,000 cfm (34000 m^3/h) in a dual carbon bed system.

Emergency Chlorine Scrubbers

IMS wet emergency chlorine scrubber systems contain and treat accidental releases of chlorine gas, limiting the atmospheric release of chlorine to less than 1 ppm. The compact scrubber systems are factory pre-assembled, piped, wired and tested, with a low profile suitable for either indoor or outdoor installation. The system design surpasses the requirements of the Uniform Fire Code.



EVS-150

This multi-stage wet scrubber system treats chlorine vapors from a bank of 150lb (70kg) chlorine cylinders, at leak rates of 28 lbs/min or more.



EVS-2000

This multi-stage wet scrubber system treats up to 3-Ton of chlorine vapor, at leak rates of 100 lbs/min or more.

EVS-2000C

The EVS-2000C emergency chlorine scrubber is a multi-stage wet scrubber system designed to treat up to 1-Ton of chlorine vapor, at leak rates of 100 lbs/min or more.

13135 DANIELSON STREET, SUITE 204 POWAY, CA 92064
PHONE: (858) 486-1620 FAX: (858) 486-1659 www.integrityms.net

Integrity MUNICIPAL SYSTEMS

Water Treatment & Controls Co.

(850) 474-1805
(800) 826-7699
(850) 474-1776 FAX

9900A N. PALAFOX STREET • PENSACOLA, FLORIDA 32534-1227

June 29, 2016

William "Troy" Howell
Chief Operator
351 Shearer Blvd., Cocoa, FL 32922
(321) 635-7772 Office
(321) 794-6426 Cell
Thowell@cocoafl.org

Re: **Lime Slaker Installation**
Quote Number 062916REBA

Troy,

We are pleased to offer the following budget proposal for technical services and miscellaneous supplies needed to provide complete installation of one (1) new A758 Paste Lime Slaker manufactured by Integrity Municipal Systems. The lime slaker is purchased by the owner and not part of this proposal. Water Treatment and Controls will provide the following scope of work.

Services Provided

- Disconnect and remove existing slaker for disposal by owner
- Install new slaker, feeders and grit remover on existing concrete pedestal
- Connect water supply to new slakers
- Pipe slaker discharge to owners slurry chamber
- Connect electrical conduit to new slaker J-box
- Mount new control panel on wall replacing existing panel
- Pull new wire to slakers using existing conduits
- Connect new panel to slaker
- Startup and test new slaker

Price $13,850.00

NOTE: Existing Concrete pedestals appear to be in good condition. **No** modification or repair included.

If you have any questions please call my cell at 352-267-3225. Our Standard Terms and Conditions apply and are attached.

Regards,
Jessica Stevens



Standard Terms and Conditions:

1. **Quotation is good for (30) days.**
2. **Quotation includes only the items and services specified herein and does not include installation, field erection, accessory or related materials such as controls, piping, etc. unless specifically listed.**
3. **Quotation and order acceptance are subject to buyer's approved credit.**
4. **Payment term is Net 30 Days.**
5. **Delivery shall be F.O.B. Shipping Point. Freight charges will be prepaid and added to the total unless otherwise instructed and agreed to.**
6. **All applicable taxes or government charges upon the sale, shipment, and/or use of equipment/services covered by the proposal shall be added to the total price and paid by the buyer. Please add any and all taxes to the total quotation price.**
7. **Allow 6 to 8 weeks for shipment after receipt of an approved written purchase order.**
8. **All orders are subject to a 25% restocking fee upon cancellation and if restockable.**
9. **Submittal and Operating & Maintenance Manuals may be available upon request and subject to extra charge(s).**
10. **Additional Startup & Technical Services available at additional expense.**
11. **WTC shall be entitled to receive reasonable attorneys and collection fees on matters arising out of this quotation.**

Please call for any assistance or questions regarding the scope of materials or Terms & Conditions.

Vs. 06-27-02

Legislation Details (With Text)

File #:	16-280	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Council Busines
File created:	6/30/2016			**In control:**	City Council
On agenda:	7/12/2016			**Final action:**	
Title:	Approve Resolution No. 2016-67 establishing the Rolled-back Rate, adopt a Proposed Millage Rate, and set the date, time, and place for the first Public Hearing to consider the FY2017 Budget. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2016-67 Tentative Millage Rate 7-12-16.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 1, 2016
Agenda Date: July 12, 2016
Prepared By: Lora Howell, Deputy Finance Director
Through: John A. Titkanich, Jr., AICP, City Manager
Teri Butler, CGFO, Finance Director

Requested Action:
Approve Resolution No. 2016-67 establishing the Rolled-back Rate, adopt a Proposed Millage Rate, and set the date, time, and place for the first Public Hearing to consider the FY2017 Budget.

BACKGROUND:

Florida Statues 200.065 TRIM (Truth-In Millage) Compliance Regulation provides that municipalities shall adopt a Proposed Millage Rate, establish the Rolled-back rate, and set the date, time, and place of the first two public hearings. At the public hearings, City Council will consider the Proposed Millage Rate and the Tentative Budget.

Annually, by July 1st, The Property Appraiser certifies to each taxing authority the taxable value of real property within the jurisdiction of the taxing authority (City). The Certification of Taxable Value (DR-420 Form) provided by the Property Appraiser reflects this year's property valuation on which next fiscal year's ad valorem revenues will be calculated. In addition, the Property Appraiser also certifies the Tax Increment Adjustment Worksheet (DR-420TIF Forms) for each Community Redevelopment Agencies (CRA) in the City. By August 4th of each year, the City shall advise the Property Appraiser of the Proposed Millage Rate, the current year's Rolled-back Rate and the date, time and place of the first Budget Public Hearing. The attached resolution allows the City to comply with the statutory requirements.

The City's current millage rate is 5.9790. The City Council has the following options to adopt a proposed millage rate.

- 9.8098 is the Maximum Millage Rate that is 10% over the majority vote maximum millage rate and requires a two-thirds (2/3) vote of the City Council.
- 8.9180 is the Majority Vote Maximum Millage Rate, adjusted for the change in per capita Florida personal income (1.0375) and requires a majority vote of the City Council.
- 5.9790 is the Current Millage Rate that can be maintained with a majority vote of the City Council.
- 5.8759 is the Rolled-back Rate that requires a majority vote of the City Council.
- Any Rate up to the Maximum Millage Rate is allowed by state law.

PLEASE NOTE: The Proposed Millage Rate established by the City Council will allow the Council to adopt a millage rate during the Public Hearing at or below the rate voted this evening. This rate can be reduced, but cannot be increased.

The City of Cocoa valuation for FY2017 is $857,337,863 which is $38,910,172 or approximately 4.75% higher than last fiscal year. For the projected Ad Valorem tax revenue for FY2017, which is consistent with the long term fiscal sustainability plan, staff is recommending maintaining the millage rate at the current rate of 5.9790 which is $5,126,023.

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. Toward that end, the City retained Burton & Associates to develop a long term financial analysis model, of which the analysis indicated the need for the City to maintain its current millage, as one of many recommendations, to place the City of a path of fiscal sustainability over the short-term (5 years) and long term (10 Years).

BUDGETARY IMPACT:

The City is required to budget a minimum of 95% of $5,126,023 which equals $4,869,722 resulting in an increase of $221,012 over FY2016. Payment to the three CRA's with a 5.9790 millage rate budgeted at 95% would be as follows:

Cocoa/Downtown	$617,094
Diamond Square	$ 62,571
U.S. 1 Corridor	$ 71,338
Total Dedicated to the CRA's	$751,003

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve Resolution No. 2016-67 establishing the Rolled-back Rate, adopt a Proposed Millage Rate, and set the date, time, and place for the first Public Hearing to consider the FY2017 Budget.

RESOLUTION NO. 2016-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, ESTABLISHING THE ROLLED-BACK MILLAGE RATE; ADOPTING A PROPOSED TENTATIVE MILLAGE RATE; AND SETTING THE DATE, TIME AND PLACE OF A PUBLIC HEARING TO CONSIDER THE PROPOSED TENTATIVE MILLAGE RATE AND TENTATIVE BUDGET FOR FISCAL YEAR 2017; 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 Tentative 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 tentative 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 proposed tentative millage rate and tentative budget; and

WHEREAS, Florida Statute 200.65 provides that at the time of the adoption of the proposed tentative millage rate, the municipality shall set the date, time and place for a public hearing to consider the proposed 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 proposed 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 2017 is set at 5.8759 mils.

SECTION 2. The proposed tentative millage rate for the City of Cocoa, Florida for the Fiscal Year 2017 is 5.9790 mils which is 1.75% greater than the computed rolled-back rate of 5.8759.

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 6, 2016 at 6:00 p.m. to consider the proposed tentative millage rate and the tentative budget for Fiscal Year 2017.

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.

ADOPTED BY THE City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 12th day of July, 2016.

_____
Henry J Parrish III, Mayor

ATTEST:

_____
Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	16-285	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Council Busines
File created:	6/30/2016			**In control:**	City Council
On agenda:	7/12/2016			**Final action:**	
Title:	Consider a Code Enforcement Lien Reduction in the amount of $500 for the property located at 1056 Mitchell Street, CE 14-334, owner Peter Vojtech. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	application 1056 mitchell.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 29, 2016
Agenda Date: July 12, 2016
Prepared By: Chris Counsellor, Code Enforcement Supervisor
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
The owner, Peter Vojtech is requesting the lien be forgiven for the property located at 1056 Mitchell Street.

BACKGROUND:

The Code Enforcement Board held a public hearing on August 21, 2014, at which time the Board found the owner, Stewart Spence, in violation of the following:

Section 6-1003(o), Doors
Section 6-900(b)(4)a-c- Maintenance to a Structure
Section 6-900(b)(1)a-d- Accumulation of Trash & Debris
Section 6-1003(c) Premises Identification

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective October 2. 2014. The lien ran at $100 per day from October 2, 2014 until compliance was achieved on May 10, 2016. The lien is $58,600.00 and the current owner, Peter Vojtech, is requesting that the lien be forgiven, due to the fact that the violations were imposed against the previous owner and he was not aware of the liens at the time he purchased the property.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; No current owner Peter Vojtech acquired title to the property on May 21, 2015.
- How many (if any) previous code enforcement cases were on the property; There have been one previous cases on this property for Junk and Debris.
- How many (if any) previous or current code enforcement cases on other property owned by the same owner; None.
- The number of violations related to the subject lien; 4 violations.
- The length of time the code enforcement lien ran before the violation was brought into compliance; The lien ran for 586 days and the total amount of the lien is $58,600.00.
- The current market value of the subject property; The current market value is $25,340 according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to $500.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on June 16, 2016, recommended that the lien be reduced to $500.

RECOMMENDED MOTION:

Follow the recommendation of the Code Enforcement Board to reduce the lien to $500.

Application # **CE** - 14 - 334

Serving the Community

LIEN REDUCTION OR FORGIVENESS APPLICATION

Community Development Department.
Code Enforcement Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8508
Fax: (321) 433-8543
Web: http://www.cocoafl.org

For Office Use Only - Date Received

RECEIVED
MAY 16 2016
BY:

Stamp Only When Application is Fully Complete

This application must be completed entirely, and only after it is deemed to be completed in such a manner will it be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

Please TYPE or PRINT this application neatly.

1. **Date:** 5 - 16- 2016

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

Company (if applicable): _____

Name: Peter Vojtech

Mailing Address: 1375 Phyllis dr.

City: Merritt Island State: Fl Zip Code: 32952

Phone #: 321-458-7234 Fax #: 0

Mobile #: "" E-mail: prisandpeteril@aol.com

3. **Property Owner Information:** ** Check here if same as Applicant* → ☑
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which violation occurs:**

Street Address and Location: 1056 Mitchell st. Cocoa Fl , 32922

Parcel ID: ** If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

2	4	-	3	6	-	2	9	-	7	8	-	0	0	0	0	0	.	0	-	0	0	5	5	.	0	0
		-			-			-			-						.		-					.		

Tax Account Numbers: ** If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

2	4	2	2	6	3	6								

Existing Use(s) on Property: Vacant / Rental

Nature of Violation: trash & debris , structure maintenance , no address location Id , doors

Date Fine or Lien Imposed: 9 / 22 / 2014 Amount of Fine: $ 100.00 per day

Have the violation(s) on the subject property been corrected: Yes / No (Circle one.)

Date upon which the subject property was brought into compliance: unknown

5. **Please provide the following information:**

Code enforcement case number: CE 14-334-58,600.00-code

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / No (Circle one.)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / No (Circle one.)

The factual basis upon which the application for reduction or forgiveness of the lien should be granted:

After I acuired the property I saw the home in very clean condition due to the fact that
The neighbors and tenents took care of the property ,. After May 22, 2015 I took over the property
And have not received any CE Notices or any violations current or knowledge of any from the past

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

The previous property owner filed bankrupsy 2012 and abandoned it to Saxon Bank
which took total control over the property and boarded
up all the windows and doors and also abandoned the property monthes later 2-25-2013

Amount you are requesting that the lien be reduced by or forgiven: $58,600.00

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine:

The property has had No violations within the year I aquired it and has been attended to
and is structually sound, clean without any debris, and very well maintained everyday.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

N/A

6. **Please submit the following items in order complete the application:**

   a. ☐ **Notarized application.**

   b. ☐ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Development Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien.

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application filing deadline.** The application filing deadline is on the third Friday of each month at 5:00 pm for public hearings that are held in the following month.

8. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division prior to the established filing deadline for the public hearing before the Code Enforcement Board. Call (321) 433-8508 for an appointment to submit an application in order to perform a sufficiency review.

Public hearing process information – please read this!

9. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

10. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

11. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

12. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants

are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

13. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. A minimum of three (3) copies of any exhibits and or evidence shall be provided. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

14. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

    a. The witness has personal knowledge of the fact in which the witness will testify; and/or

    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

        1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

            - The opinions and inferences do not require any special knowledge, skill experience or training.

        2. Expert witness. Testimony of an expert witness is qualified only if:

            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

            - The witness is adequately qualified to express an opinion on the matter.

15. **Board action.** Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

16. **City Council action.** Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

17. Signatures and Notarization.

STATE OF Florida COUNTY OF Brevard. I, Peter Vojtech 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 Code Enforcement Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

David P Fingar
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced FL Drivers license

DAVID P. FINGAR
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE857108
Expires 1/4/2017

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 16 day of May, 20 16

FOR OFFICE USE ONLY

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Code Enforcement Division:

_____

Code Enforcement Public Hearing Date: _____

Code Enforcement Public Hearing Time: 6:00 p.m.

Location for Public Hearing: City of Cocoa City Hall Council Chambers.
65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	16-286	**Version:** 1	**Name:**		
Type:	Agenda		**Status:**	Council Busines	
File created:	6/30/2016		**In control:**	City Council	
On agenda:	7/12/2016		**Final action:**		
Title:	Consider a Code Enforcement Lien Reduction in the amount of $1,000 for the property located at 229 Smith Lane, CE 16-177, owner Wanda D. Betourd. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	application 229 Smith Ln.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 29, 2016
Agenda Date: July 12, 2016
Prepared By: Chris Counsellor, Code Enforcement Supervisor
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
The owner, Wanda D. Betourd is requesting the lien be forgiven for the property located at 229 Smith Lane.

BACKGROUND:

The Code Enforcement Board held a public hearing on June 21, 2007, at which time the Board found the owner, , in violation of the following:

Section 6-900(b)(4)a-c- Maintenance to a Structure

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective June 21, 2007. The lien ran at $250 per day from June 21, 2007 until compliance was achieved on January 18, 2013. The lien is $509,520.00 and the current owner, Wanda D. Betourd, is requesting that the lien be forgiven.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; Yes, Wanda D Betourd was the owner.

- How many (if any) previous code enforcement cases were on the property; There

have been one previous cases on this property for Junk and Debris.

- How many (if any) previous or current code enforcement cases on other property owned by the same owner; Four.
- The number of violations related to the subject lien; 1 violations.
- The length of time the code enforcement lien ran before the violation was brought into compliance; The lien ran for 2038 days and the total amount of the lien is $509,520.00.
- The current market value of the subject property; The current market value is $26,510 according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to $1000.00

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on June 16, 2016, recommended that the lien be reduced to $1000.00.

RECOMMENDED MOTION:

Follow the recommendation of the Code Enforcement Board to reduce the lien to $1000.00.

Application # CE - 16 - 177

CITY OF COCOA
Serving the Community

LIEN REDUCTION OR FORGIVENESS APPLICATION

Community Development Department.
Code Enforcement Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8508
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This application must be completed entirely, and only after it is deemed to be completed in such a manner will it be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

RECEIVED
JUN 01 2016
BY:

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** May 18, 2016

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

Company (if applicable): N/A
Name: Wanda D. Betourd
Mailing Address: 229 Smith Lane
City: Cocoa State: FL Zip Code: 32922
Phone #: 5713406324 Fax #: None
Mobile #: 5713406324 E-mail: wbetourd@aol.com

3. **Property Owner Information:** ** Check here if same as Applicant →* [X]
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): N/A
Name: Jessica A. Betourd
Mailing Address: 229 Smith Lane
City: Cocoa State: FL Zip Code: 32922
Phone #: 571 426 2496 Fax #: N/A
Mobile #: 571 426 2496 E-mail: jbetourd@gmail.com

4. **Information for property on which violation occurs:**

Street Address and Location: 229 Smith Lane, Cocoa, FL

Parcel ID: ** If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

24-36-33-00-509000.0-0000.00

__-__-__-__-______.__-____.__

Tax Account Numbers: ** If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

2425516

Existing Use(s) on Property: Residential

Nature of Violation: Maintenance of Structure Sec 900 b4

Date Fine or Lien Imposed: 6/21/07 Amount of Fine: 250.00 per day

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one.)

Date upon which the subject property was brought into compliance: 1/18/2013

5. **Please provide the following information:**

Code enforcement case number: 07-378

Did you receive the Notice of Violation issued by the Code Enforcement Division: (Yes) / No (Circle one.)

Did you receive the Finding of Facts issued by the Code Enforcement Board: (Yes) / No (Circle one.)

The factual basis upon which the application for reduction or forgiveness of the lien should be granted:

The house has been repaired and I currently live in it.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Financial obstacles

Amount you are requesting that the lien be reduced by or forgiven: Zero (Forgiven)

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine:

I have had financial and contractor obstacles that prevented me from completing on time. Contractor ran off with money without completing job

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

NO

6. **Please submit the following items in order complete the application:**

   a. ☑ **Notarized application.**

   b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Development Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien.

   c. ☐ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☒ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application filing deadline.** The application filing deadline is on the third Friday of each month at 5:00 pm for public hearings that are held in the following month.

8. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division prior to the established filing deadline for the public hearing before the Code Enforcement Board. Call (321) 433-8508 for an appointment to submit an application in order to perform a sufficiency review.

Public hearing process information – please read this!

9. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

10. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

11. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

12. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants

are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

13. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. A minimum of three (3) copies of any exhibits and or evidence shall be provided. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

14. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

    a. The witness has personal knowledge of the fact in which the witness will testify; and/or

    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

        1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

            - The opinions and inferences do not require any special knowledge, skill experience or training.

        2. Expert witness. Testimony of an expert witness is qualified only if:

            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

            - The witness is adequately qualified to express an opinion on the matter.

15. **Board action.** Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

16. **City Council action.** Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

STATE OF North Carolina COUNTY OF Lee. I, Wanda D. Betourd 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 Code Enforcement Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Wanda D Betourd
(APPLICANT SIGNATURE)

January 3rd 2017
(Print, Type, or Stamp Commissioned Name of Notary Public)

JASSMIN CHESNEY-KELLY
NOTARY PUBLIC, NORTH CAROLINA
LEE COUNTY
MY COMMISSION EXPIRES
JANUARY 03, 2021

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced Driver License

Jassmin Chesney-Kelly
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 25th day of May, 20 16

FOR OFFICE USE ONLY

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Code Enforcement Division:

_____

Code Enforcement Public Hearing Date: _____

Code Enforcement Public Hearing Time: 6:00 p.m.

Location for Public Hearing: City of Cocoa City Hall Council Chambers.
65 Stone Street
Cocoa, FL 32922

Legislation Details (With Text)

File #:	16-287	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	6/30/2016			**In control:**	City Council
On agenda:	7/12/2016			**Final action:**	
Title:	Consider a Code Enforcement Lien Reduction in the amount of $500 (for Administrative Cost) plus $3,976.63 (for cost of Demolition) for the property located at 1043 Japonica Lane, CE 12-689, owner American Mutual Fund LLC. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	application 1043 Japonica Ln.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 29, 2016
Agenda Date: July 12, 2016
Prepared By: Chris Counsellor, Code Enforcement Supervisor
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
The owner, American Mutual Fund LLC is requesting the lien be forgiven for the property located at 1043 Japonica Lane.

BACKGROUND:

The Code Enforcement Board held a public hearing on August 16, 2012, at which time the Board found the owner, , in violation of the following:

Section 6-900(b)(5)- Boarded up building
Section 6-900(b)(4)a-c- Maintenance to a Structure

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective September 4, 2012. The lien ran at $50 per day from September 4, 2012 until compliance was achieved on August 28, 2015. The lien is $54,450.00 and the current owner, American Mutual Fund LLC, is requesting that the lien be forgiven, due to the fact that the violations were imposed against the previous owner and they were not aware of the liens at the time they purchased the property.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred; No current owner American Mutual Fund LLC acquired title to the on August 15, 2014.

- How many (if any) previous code enforcement cases were on the property; There have been one previous cases on this property for Junk and Debris.

- How many (if any) previous or current code enforcement cases on other property owned by the same owner; None.

- The number of violations related to the subject lien; 2 violations.

- The length of time the code enforcement lien ran before the violation was brought into compliance; The lien ran for 1088 days and the total amount of the lien is $54,450.00.

- The current market value of the subject property; The current market value is $29,770 according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to $500 for Administrative Cost plus $3,976.63 for the cost of the Demolition.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on June 16, 2016, recommended that the lien be reduced to $500 for Administrative Cost plus $3,976.63 for the cost of the Demolition

RECOMMENDED MOTION:

Follow the recommendation of the Code Enforcement Board to reduce the lien to $500 for Administrative Cost plus $3,976.63 for the cost of the Demolition.

Application # CE - 12 - 689

Serving the Community

LIEN REDUCTION OR FORGIVENESS APPLICATION

Community Development Department.
Code Enforcement Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8508
Fax: (321) 433-8543
Web: http://www.cocoafl.org

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

This application must be completed entirely, and only after it is deemed to be completed in such a manner will it be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

Please TYPE or PRINT this application neatly.

1. **Date:** 5/31/16

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting!*

Company (if applicable): American Mutual Fund LLC

Name: _____

Mailing Address: P.O. Box 8130

City: Kirkland State: WA Zip Code: 98034

Phone #: 954-529-3543 Fax #: _____

Mobile #: 954-529-3543 E-mail: calvin@rosswebmail.com

3. **Property Owner Information:** ** Check here if same as Applicant* → ☑
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which violation occurs:**

Street Address and Location: 1043 Japonica Lane

Parcel ID: * *If more than two Parcel IDs, attach additional sheet with Parcel IDs.*

24-36-29-01-46[ ][ ][ ].[ ]-[ ][ ][ ][ ].[ ][ ]

[ ][ ]-[ ][ ]-[ ][ ]-[ ][ ]-[ ][ ][ ][ ][ ].[ ]-[ ][ ][ ][ ].[ ][ ]

Tax Account Numbers: * *If more than two Tax Account #s, attach additional sheet with Tax Account #s.*

2421649 [ ][ ][ ][ ][ ][ ][ ]

Existing Use(s) on Property: vacant land

Nature of Violation: Code issues

Date Fine or Lien Imposed: _____ Amount of Fine: $54,450.00 ~~per day~~

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one.)

Date upon which the subject property was brought into compliance: city demolished

5. **Please provide the following information:**

Code enforcement case number: 12-689-

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / (No) (Circle one.)

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / (No) (Circle one.)

The factual basis upon which the application for reduction or forgiveness of the lien should be granted:

Our company purchased the property in July 2015 from the bank that foreclosed. The issues were not disclosed and the bank does not allow a closing through a title company which would have revealed liens.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

Our company was unaware of the issues.

Amount you are requesting that the lien be reduced by or forgiven: $ 54,450.00

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine:

If the lien is forgiven it will allow for us to sell the property at which time we would also be able to pay the demo lien at closing. If we do not get the forgiveness on the lien we will not have the money for closing as we will be selling the property for what we paid for it so no money is being made.

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

none

6. **Please submit the following items in order complete the application:**

   a. ☑ **Notarized application.**

   b. ☑ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Development Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. $20.00

   c. ☐ N/A **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☑ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☐ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application filing deadline.** The application filing deadline is on the third Friday of each month at 5:00 pm for public hearings that are held in the following month.

8. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division prior to the established filing deadline for the public hearing before the Code Enforcement Board. Call (321) 433-8508 for an appointment to submit an application in order to perform a sufficiency review.

Public hearing process information – please read this!

9. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

10. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

11. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

12. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants

are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

13. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. A minimum of three (3) copies of any exhibits and or evidence shall be provided. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

14. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

    a. The witness has personal knowledge of the fact in which the witness will testify; and/or

    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

        1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

            - The opinions and inferences do not require any special knowledge, skill experience or training.

        2. Expert witness. Testimony of an expert witness is qualified only if:

            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

            - The witness is adequately qualified to express an opinion on the matter.

15. **Board action.** Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

16. **City Council action.** Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

17. Signatures and Notarization.

STATE OF Texas COUNTY OF Travis. I, Calvin Ross 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 Code Enforcement Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Irina Belov
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced IDL #

NOTARY PUBLIC STATE OF TEXAS
Irina Belov
My Commission Expires
09/10/2018

(NOTARY PUBLIC SIGNATURE)

STATE OF ~~FLORIDA~~ Texas, COUNTY OF ~~BREVARD~~ Travis

Sworn and subscribed to before me this 6 day of June, 20 16

FOR OFFICE USE ONLY

Fee of $ _____ in cash ☐ or check ☐ (No. _____) payable to the "City of Cocoa".

Receipt Number: _____

Date: _____

Signature from Code Enforcement Division:

_____

Code Enforcement Public Hearing Date: _____

Code Enforcement Public Hearing Time: 6:00 p.m.

Location for Public Hearing: City of Cocoa City Hall Council Chambers.
65 Stone Street
Cocoa, FL 32922

COMPANY MEMBER'S CERTIFICATE

The undersigned, American Mutual, LLC, does hereby certify that it is the sole member of American Mutual Fund LLC (the "Company"), a Washington Limited Liability Company duly organized, existing, and in good standing under the laws of the State of Washington, and do hereby certify the following, to wit:

1. The following is a full, true and correct copy of resolutions duly adopted by the sole member of the Company and that said resolutions are, as of the date hereof, in full force and effect without amendment or alteration, and that said resolutions are not inconsistent with or contrary to the Operating Agreement of the Company, nor with applicable law, and that with regard to:

BE IT FURTHER RESOLVED, the Calvin Ross, Authorized Signatory be and is hereby authorized, directed, and empowered now and from time to time hereafter, to act in, manage and conduct all business relative to the sale and transfer of title to real property and all of the Companies affairs relative thereto.

GENERAL:

FURTHER RESOLVED, that any and all acts and things which the Authorized Signatory deems necessary or proper, or which the Authorized Signatory may have done or may do, to effectuate the transaction relative to the sale and transfer of title of real property shall be and are hereby authorized and ratified, and all concerned parties may rely upon such action of the Authorized Signatory without further inquiry as being the authorized act of the Company.

FURTHER RESOLVED, that the sole member of the Company be and is hereby authorized and empowered to certify a copy of the foregoing Resolutions to all concerned parties and the name and specimen signature of the Authorized Signatory thereby authorized to act, and all concerned parties shall be promptly notified of any change in these Resolutions or our Articles of Organization or Operating Agreement and until such notice thereof is delivered, all concerned parties are authorized to act in reliance hereon.

2. The sole member does hereby certify unto all concerned parties in relation to the aforedescribed transaction, that it is authorized to so certify those matters set forth herein on behalf of and in the name of the Company; that the following named person has been duly appointed or elected, qualified, and are now acting in the capacity set forth opposite his name, is the Authorized Signatory pursuant to the above Resolutions, and the specimen signatures appearing hereon is his genuine, original signature:

Printed Name:

Calvin Ross

Specimen Signature:

IN WITNESS WHEREOF, I have hereunto subscribed my name as the sole member of the Company and have caused the seal (if any) of the Company to be affixed hereto this 30th day of January, 2015.

American Mutual, LLC

By: _____
David Bohannon, Member

By: _____
Jeff Jordan, Member

By: Jordan Properties, LLC

By: _____
Jeff Jordan, Sole Member

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

I, **KIM WYMAN,** Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF EXISTENCE/AUTHORIZATION

OF

AMERICAN MUTUAL FUND LLC

I FURTHER CERTIFY that the records on file in this office show that the above named Limited Liability Company was formed under the laws of the State of WA and was issued a Certificate Of Formation in Washington on 12/17/2013.

I FURTHER CERTIFY that as of the date of this certificate, AMERICAN MUTUAL FUND LLC remains active and has complied with the filing requirements of this office.

Date: January 29, 2015

UBI: 603-359-058

Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Kim Wyman

Kim Wyman, Secretary of State

LIMITED LIABILITY COMPANY AGREEMENT

OF

AMERICAN MUTUAL FUND L.L.C.

(A Washington Limited Liability Company)

LIMITED LIABILITY COMPANY AGREEMENT
OF
AMERICAN MUTUAL FUND L.L.C.

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made by American Mutual L.L.C (the "Members") to set forth the operating provisions of American Mutual Fund L.L.C., a Washington limited liability company (the "Company"). This agreement is effective as of January 1, 2014. The Members have formed the Company and will operate the Company as a limited liability company pursuant to the provisions of RCW 25.15, the Washington Limited Liability Company Act. In consideration of the mutual covenants and promises contained herein, the Members state as follows:

Article I.
THE COMPANY

1.1 **Capitalized words and Phrases.** Except as defined in the text of this Agreement, capitalized words and phrases used in this Agreement are defined in Article IX.

1.2 **Name and Place of Business.** The name of the Company and the name under which its business will be conducted is "American Mutual Fund L.L.C." The street and mailing address of the principal place of business is 10903 81 Ct NE, Kirkland, Washington, 98034, or such other place or places as the Members may from time to time designate.

1.3 **Nature of the Company's Business.** The nature of the Company's business is to acquire, own, operate and sell real property and to engage in any business activities that may lawfully be engaged in under the Act.

1.4 **Term.** The Company commenced effective as of the filing of the Certificate of Formation with the Washington Secretary of State, and will continue until terminated in accordance with this Agreement.

1.5 **Tax Election.** The Company will be disregarded for federal income tax purposes, and the Company's income and loss will be reported by, and the appropriate federal tax paid by, the Members under the default rules contained in Reg. 1.7701-2 and 3.

1.6 **Incorporation by Reference.** Except as otherwise provided herein, pursuant to RCW 25.15.005(5), this Agreement incorporates by reference all of the provisions of the Act as the Limited Liability Company Agreement of American Mutual Fund L.L.C.

Article II
MANAGEMENT AND OPERATIONS

2.1 **Member Managed.** The Members have, in aggregate, the full and exclusive power, on the Company's behalf, to manage, control, administer, and operate the business and affairs of the Company, to make all decisions regarding those matters, and will have all the rights and powers which may be possessed by Members under the Act, including, without limitation, the authority to engage in any kind of activity and execute any agreement necessary or helpful to accomplish the purposes of the Company.

2.2 **Company Management.** Except as otherwise provided in this Agreement, all decisions concerning any aspect of the Company and the handling of its affairs will be made on behalf of the Company by Members holding a majority of the Percentage Interests. Specifically, no Member, without the consent of Members holding a majority of the Percentage Interest, may engage in any of the following activities:

(1) Exercise exclusive control over the management and conduct of the business transactions by the Company;

(2) Contract and incur liabilities for and on behalf of the Company for amounts $50,000 and less. Amounts greater than $50,000 require unanimous Member consent;

(3) Borrow for and on behalf of the Company any amount of money and/or mortgage, deed and trust, pledge or otherwise encumber Company assets to secure the repayment of any money

that may be so borrowed for amounts less than $50,000. Amounts greater than $50,000 require unanimous Member consent;

(4) Make contracts for and on behalf of the Company in the conduct of its business for amounts less than $100,000. Amounts greater than $100,000 require unanimous Member consent;

(5) Employ and discharge employees;

(6) Carry on and transact or supervise and control any of the other businesses of the Company; and/or

(7) Determine whether or not at any accounting the profits of the Company will be apportioned and distributed in whole or in part to the Members or will be retained and continued in use in the Company business.

Article III
RIGHTS AND OBLIGATIONS OF MEMBERS

3.1 **Liability for Company Obligations.** The Members will not be personally liable for any debts, obligations or liabilities of the Company beyond their respective Capital Contribution.

3.2 **Allocation of Time to Company Business.** The Managers are not required to devote full time to the affairs of the Company but shall devote whatever time, effort and skill as may be reasonably necessary for the conduct of the Company's business.

3.3 **Right to Engage in Competing Business.** Nothing contained herein shall preclude any Member from opening, operating, purchasing or owning one or more commercial or residential property, or in any manner investing in, participating in, developing or managing any other venture of any kind, including businesses related or similar to or competitive with the Company, without notice to the other Members, without participation by the other Members, and without liability to any of them. Each Member and waives any right it may have against any other Member for capitalizing on information received as a consequence of that Member's management of the affairs of the Company.

Article IV.
CAPITAL CONTIBUTIONS

4.1 **Obligation to make Initial Contribution.** The Members will contribute the following sums to the Company as the Members' Capital Contribution, and will have the following Units and Percentage Interests:

Member	Capital Contribution	Units	Percentage Interest
American Mutual L.L.C	$100	100	100%

4.2 **Capital Accounts.** A separate Capital Account will be established for each Member and maintained throughout the term of the Company in accordance with Section 1.704-1 (b)(2)(iv) of the Regulations. The initial Capital Account of each Member will be equal to that Member's initial Capital Contribution.

4.3 **Withdrawal or Reduction of Members, Contributions to Capital.** The Members will not receive out of the Company's property any part of their Capital Contribution until all liabilities of the Company, except liabilities to the Members on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

4.4 **Cash Call.** To the extent that the Company requires funds in addition to the amounts provided in Section 4.1 and the Company does not borrow additional funds under Section 2.2(3), the Members will give a notice (the "Cash Call") to each Member setting forth in reasonable detail: (i) the amount and purpose of such required funds, (ii) the date that the funds are required, and (iii) the amount to be contributed by each Member, which shall be in proportion to each Member's percentage membership Interest on the date of the Cash Call. Within ten (10) calendar days (the "Call Period") after the date of the Cash Call, each Member may, but shall not be obligated to, contribute to the Company as a "Deficit Contribution" the additional funds requested of that Member or in the Cash Call. Until the Company has received the total amount of the Cash Call, all funds advanced to the Company in fulfillment of the Cash Call shall be deposited in an escrow account ("Escrow Account") for the

benefit of the Member who has advanced the funds, and such Escrow Account shall be segregated from the general funds (and not available to satisfy the obligations) of the Company. Any interest accrued in any Escrow Account for the benefit of the Member shall be returned to that Member or Economic Interest Holder upon either the release of the advanced funds to the Company or the return of the entire Escrow Account to the advancing Member. No Member shall have any personal or recourse liability for the failure to make a contribution in response to a Cash Call.

4.4.1 **Deficit Contribution Options.** If, at the conclusion of the Call Period, one or more Members has made its Deficit Contribution (each a "Contributing Member") and one or more Members has failed to make its Deficit Contribution (each a "Non-Contributing Member"), the Members will determine and give written notice to each Contributing Member of the amount of the Deficit Contributions remaining to be made (the "Additional Deficit Contribution Amount"); whereupon, any Contributing Member shall have the option during the following five (5) day period (the "Deficit Option Period") to (i) request and receive from the Escrow Account an immediate return of the funds advanced as its Deficit Contribution (whereupon, for purposes of the remainder of this Section, making such request shall become a Non-Contributing Member), or (ii) advance to the Company as an additional Deficit Contribution its pro rata share of the Additional Deficit Contribution Amount (an "Optional Deficit Contribution"). If there is more than one Contributing Member who elects to make an Optional Deficit Contribution, such Contributing Members shall make the Optional Deficit Contribution pro rata in proportion to their respective Membership Interest. During the three-day period (the "Resolution Period") following expiration of the Deficit Option Period, the Members will notify each Contributing Member of the amount of Optional Deficit Contribution it elected to make, and each Contributing Member shall advance such amount to the Company as an Optional Deficit Contribution. Any Member who has made the election under clause (ii) above of this Section and who subsequently fails to advance its proportionate share of the Optional Deficit Contribution, shall have waived its right to a return of the funds held in the Escrow Account, and at the conclusion of the Resolution Period, funds remaining in the Escrow Accounts shall be released to the Company as Deficit Contributions of the Members advancing said funds.

4.4.2 **Remedy for Failure to Contribute on a Cash Call.** In the event that a Member does not make a Deficit Contribution for any Cash Call, each Contributing Member shall be entitled to a Deficit Return on their Option Deficit Contribution. The Deficit Return shall be allocated pro rata among the Contributing Members in proportion to the amount of the Optional Deficit Contribution made by each; provided, however, if no Contributing Member makes any Optional Deficit Contribution, then the Deficit Return shall be allocated among the Contributing Members pro rata in proportion to their respective percentage Membership Interest. The Deficit Return shall be 20%.

Article V.
DISTRIBUTIONS

5.1 **Cash Distributions.**

5.1.1 **Member Discretion.** The Company will make distributions of Distributable Cash to the Members from time to time in such amounts as determined in the sole discretion of the Members.

5.1.2 **Distributions in Liquidation.** Notwithstanding Section 5.1.1, distributions in liquidation of the Company will be made to the Members in the manner set forth in Section 7.1.

5.2 **Limitation Upon Distributions.** No distribution will be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to the Members on account of their contributions.

Article VI.
ACCOUNTING, BOOKS, AND RECORDS

6.1 **Accounting Principles.** The Company's books and records will be kept in accordance with such permissible method of accounting, consistently applied, as the Members may determine.

6.2 **Accounting Period.** The Company's fiscal period will be the calendar year.

6.3 **Returns and Other Elections.** The Members will cause the preparation and timely filing of all tax and information returns deemed necessary and required in each jurisdiction in which the Company does business.

Article VII.
DISSOLUTION AND TERMINATION

7.1 **Winding Up, Liquidation and Distribution of Assets.** Upon dissolution, the Members will immediately proceed to wind up the affairs of the Company. The Members will sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Members may determine to distribute any asset in kind). The Members will apply the proceeds of such sale and the remaining Company assets in the following order of priority:

7.1.1 **Payment of Creditors.** Payment of creditors, including and Member to the extent he or she is a creditor, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company, other than liabilities for distributions to the Members;

7.1.2 **Reserves.** To establish any Reserves that the Members may deem reasonably necessary for contingent or unforeseen obligations of the Company and, at the expiration of such period as the Members deem advisable, the balance then remaining to be distributed in the manner provided in Section7.1.3 below; and

7.1.3 **Members.** By the end of the taxable year in which the liquidation occurs (or, if later, within 90 days after the date of such liquidation), to the Members.

7.2 **Termination.** The Members will comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets. Upon completion of the winding up, liquidation and distribution of the assets, the Company will be deemed terminated.

7.3 **Certificate of Cancellation.** When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefore and all of the remaining property and assets have been distributed to the Members, the Members will cause to be filed a certificate of cancellation with the Washington Secretary of State as required by the Act. Upon filing of the certificate of cancellation, the existence of the Company will cease, except as otherwise provided in the Act.

Article VII.
MISCELLANEOUS PROVISIONS

8.1 **Amendments.** This Agreement may only be amended by a written amendment signed by the Members.

8.2 **Construction.** Whenever the singular is used in this Agreement and when required by context, the same will include the plural and vice versa, and the masculine gender will include the feminine and neuter genders and vice versa.

8.3 **Entire Agreement.** This Agreement, together with all the attachments hereto, if any, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings among parties with respect thereto.

8.4 **Governing Law.** This Agreement will be construed and enforced in accordance with the internal laws of the State of Washington.

8.5 **Heirs, Successors and Assigns.** Each of the covenants, terms, provisions, and agreements herein contained will be binding upon and inure to the benefit of the parties and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors, and assigns. This Agreement may not be assigned without the prior written consent of the parties hereto, which consent may be withheld in the parties' sole discretion.

8.6 **Investment Representations.** The Members' interest in the Company ("Units") have not been registered under the Securities Act of 1933, the Securities Act of Washington or any other state securities laws (collectively, the "Securities Acts"), because the Company is issuing the Units in reliance upon exemptions from the registration requirements of the Securities Acts, and the Company is relying upon the fact that the Units are to be held by the Members for investment. Accordingly, the Members hereby confirm the Units have been acquired for the Members' own account, for investment and not with a view to the resale or distribution thereof, and may not be offered or sold to anyone unless there is an effective registration or other qualification relating thereto under all applicable Securities Acts or unless the Member delivers to the Company an opinion of counsel, satisfactory to the Company, that such registration or other qualification is not required. The Members understand that the Company is under no obligation to register the Units or to assist the Members in complying with any exemption from registration under the Securities Acts.

8.7 **Other Documents.** The parties agree to execute such other documents as may be necessary to effectuate the purposes of this Agreement.

8.8 **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance will be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

8.9 **Violation.** For violation of or to insist upon the strict performance of any covenant or condition of this Agreement will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

8.10 **Voluntary Transfer of Membership Interest.** No purported transferee of any Membership Interest shall have the right to become a Member in place of its transferor, or otherwise to be entitled to the rights and incidents of ownership of a Member's Membership Interest in the Company, unless: (i) its transferor has designated such intention in the instrument of assignment and notified the Managers of such assignment by delivering an executed original counterpart of such instrument to the Managers, which instrument shall be in form and substance satisfactory to the Managers; (ii) the written consent of the Managers, in their reasonable discretion, to such substitution has been obtained, in connection with which the Managers have the right to demand and receive such information regarding the proposed transferee or the terms of the proposed assignment as they shall reasonably request; (iii) the Members have unanimously approved the addition of the transferee; (iv) the Membership Interests have been registered under the Securities Act of 1933 (or there is an exemption from registration); (v) the Managers have received an opinion of counsel satisfactory to the Managers to the effect that such sale or transfer will not jeopardize the continued ability of the Company to qualify as a "partnership" for federal income tax purposes and that such sale or transfer will not jeopardize the exempt status of the original offer and sale of such Securities Act of 1933, as amended, and that either the Membership Interest has been registered, or there is an exemption from registration, under the Securities Act of 1933, and that such sale or transfer complies with all applicable federal and state securities laws; (vi) the transferor and transferee execute and acknowledge such instruments or documents as the Managers deem necessary or desirable to effect such substitution, including without limitation the written acceptance and adoption by the transferee of the provisions of this Agreement, as amended from time to time; (vii) such transferee shall pay all reasonable expenses connected with said transfer, including, without limitation, attorneys' fees for the preparation of any legal opinions that may be required; and (viii) such transferor has complied with the terms of Section 8.3 below. Notwithstanding, nothing in this Section 8 shall prevent any Member from voluntarily transferring its interest to an Affiliate, a member of its immediate family, a trust for the benefit of the Member or the Member's immediate family, or by will, intestacy or bequeath without the approval of the Managers or the Members and without triggering the right of first refusal under Sections 8.3 or 9.3 below.

8.10.1 **Further Restriction on Voluntary Transfers.** No Member shall make any transfer or assignment of all or any part of its Membership Interest in the Company if said transfer or assignment would, when considered with all other transfers during the same applicable twelve (12)

month period, cause a termination of the Company for federal income tax purposes. Notwithstanding the foregoing, a transfer, assignment, pledge or hypothecation of a Membership Interest or Economic Interest to a lender of the Company, with the Unanimous prior consent of the Member's, shall be permitted.

8.10.2 **Right of First Refusal.** No Member may sell, transfer, or in any way dispose of any of his, hers or its shares or any right or interest therein unless the Member shall first have given written notice ("Offer Notice") to the Company in accordance with this Section. The notice must include (i) the name and address of the proposed transferee, (ii) the nature of the transfer, (iii) the portion of the Membership Interest to be transferred, (iv) the price, and (v) the terms of payment. Promptly on receipt, the Members will forward a copy of the notice to all of the remaining Members. For fifteen (15) business days following notice to the Company, the Company and/or any or all of the Members have the option, but not the obligation, to purchase all or any part of the Membership Interest affected by the Offer Notice at the price and on the terms stated in the notice. If more than one Member elects to purchase the Membership Interest, then the electing Members will purchase the interest pro-rata in accordance with percentage that their Membership Interest bears to the total Membership Interest of the electing Members. If the Company or the Members exercises the option within the 15-day period, the Managers will give written notice of that fact to the offering Member. The Member shall meet the terms and conditions of the purchase within fifteen (15) days thereafter. If the Company and the remaining Members do not purchase all the Membership Interest set forth in the notice of intention to transfer, all the Membership Interest may be transferred to the proposed transferee on the terms specified in the notice, at any time within fifteen (15) business days after expiration of the Members' option. The transferee will hold the Membership Interest subject to the provisions of this Agreement. No transfer of the Membership Interest shall be made after the end of the 15-day period, nor shall any change in the terms of transfer be permitted without a new notice of intention to transfer and compliance with the requirements of this Section. Any transfer by any Member in violation of this Section shall be null, void, and of no force or effect. The Members' and Company's decision not to purchase the Membership Interest on one transfer does not constitute a waiver of the rights under this Section for any subsequent transfers.

Article IX.
DEFINITIONS

9.1 **"Act"** means the Washington Limited Liability Company Act (RCW 25.15).

9.2 **"Capital Contribution"** means any contribution to the capital of the Company in cash or property by the Members whenever made.

9.3 **"Certificate of Formation"** means the certificate of formation pursuant to which the Company was formed, as originally filed with the office of the Washington Secretary of State, as amended from time to time.

9.4 **"Code"** means the internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

9.5 **"Distributable Cash"** means all cash received by the Company, less the sum of the following, to the extent paid or set aside by the Company: (i) all principal and interest payments on indebtedness of the Company and other sums paid or payable to lenders; (ii) all cash expenditures incurred incident to the normal operation of the Company's business; and (iii) Reserves.

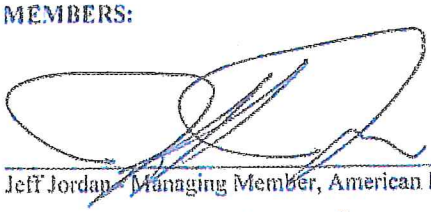
9.6 **"Person"** means any individual or entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

9.7 **"Regulations" or "Reg"** includes proposed, temporary and final Treasury regulations promulgated under the Code and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

9.8 **"Reserves"** means, with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which will be maintained in amounts deemed sufficient by the Members for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business, and will also include asset sale proceeds dedicated to use in a federal income tax qualified deferred exchange.

IN WITNESS WHEREOF, the Members have executed the Agreement on the date opposite their signatures hereto.

MEMBERS:



Jeff Jordan - Managing Member, American Mutual L.L.C Date 1-1-14



David Bohannon - Managing Member, American Mutual L.L.C Date 1-1-14

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENT:

That I, Calvin Ross as Authorized Signer of American Mutual Fund, LLC, of legal age and presently residing at 2900 N. Quinlan Park Road #B240-202, Austin, TX 78732 do hereby name, constitute and appoint Linda Powers of Real Living Mutter Real Estate Group, to be my true and lawful attorney-in-fact, for me and my name, place, and stead, and for my own use and benefits, to do and perform all or any of the following and things:

1. To appear and speak on our behalf at the CEB meeting concerning the property located at 1043 Japonica Lane, Cocoa, FL 32922.
2. To complete, sign and execute the necessary documents pertaining thereto.
3. This power of attorney will expire at the CEB Meeting.

GIVING AND GRANTING unto my said attorney-in-fact full power and authority to do and perform and act whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present, HEREBY RATIFYING AND CONFIRMING all that my said attorney shall lawfully do or cause to be done by virtue of these presents.

American Mutual Fund, LLC

By: Calvin Ross, Authorized Signer

IN WITNESS WHEREOF, I have hereunto set my hand this 15 day of June, 2016 State of ~~Texas~~, Colorado County of ~~Travis~~ Jefferson and City of ~~Austin~~ Littleton.

Notary Public

My Commission Expires: 11-25-2017

DONOVIN STARR BOYES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134072579
MY COMMISSION EXPIRES NOVEMBER 25, 2017

Legislation Details (With Text)

File #:	16-295	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	7/6/2016			**In control:**	City Council
On agenda:	7/12/2016			**Final action:**	
Title:	Consider the Cancellation of the August 9, 2016 Regular City Council meeting. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 6, 2016
Agenda Date: July 12, 2016
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Cancellation of the August 9, 2016 Regular City Council meeting

BACKGROUND:

With various upcoming meetings and events in the month of August, along with the upcoming budget hearings in September, staff is proposing that City Council consider cancelling the August 9, 2016 Regular City Council meeting.

Below is a listing of meetings/events that are scheduled and there is the possibility of others being added. Additionally, in the month of August, school will start back and qualification for the 2016 election will take place.

- July 26, 2016 Regular City Council Meeting
- August 4, 2016 CIP/Budget Workshop
- August 9 @ noon until August 23 at noon Qualification for Election
- August 10, 2016 Back to School
- August 16, 2016 District 2 Town Hall Meeting
- August 18-20, 2016 FLC Annual Conference
- September 6, 2016 Special City Council mtg-1st PH for Budget
- September 13, 2016 Regular City Council meeting
- September 14, 2016 Special City Council meeting- 2nd PH for Budget

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

City Council has cancelled Regular City Council meetings in the past as the need arises, and at the meeting held on June 14, 2016, Council approved the cancellation of the November 22nd and December 27th meetings due to the holidays.

RECOMMENDED MOTION:

Consider the cancellation of the August 9, 2016 Regular City Council meeting.

Legislation Details (With Text)

File #:	16-268	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	City Business
File created:	6/17/2016			**In control:**	City Council
On agenda:	7/12/2016			**Final action:**	
Title:	Ordinance No. 13-2016/ 1st reading: Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the Code by amending Section 2-191, Definitions; Section 2-194, Finances and Fund Management; Section 2-198, Disability; Section 2-200, Optional Forms of Benefits; Section 2-205, Maximum Pension; Section 2-206, Minimum Distribution of Benefits; Section 2-217, Prior Police Service; Section 2-218, Deferred Retirement Option Plan. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	benefits, PBA, Pension, Retirement				
Code sections:					
Attachments:	Ordinance No. 13-2016 Police Officers Retirement Plan.pdf Cocoa Police - No Impact Letter 1.26.16.pdf Titkanich.08-28-15.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 23, 2016
Agenda Date: July 12, 2016
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, City Manager
Requested Action:
Approve the first reading of Ordinance No. 13-2016 amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the Code by amending Section 2-191, Definitions; Section 2-194, Finances and Fund Management; Section 2-198, Disability; Section 2-200, Optional Forms of Benefits; Section 2-205, Maximum Pension; Section 2-206, Minimum Distribution of Benefits; Section 2-217, Prior Police Service; Section 2-218, Deferred Retirement Option Plan; Providing for codification; Providing for severability of provisions; Repealing all ordinances in conflict herewith and providing an effective date.

BACKGROUND:

In accordance with Florida Statute Chapter 185, the City of Cocoa has an established Police Officers' Retirement Plan for the benefit of the City's Police Officers. In October 2015, Council adopted Ordinance No. 13-2015 for changes related to the City of Cocoa and Coastal Florida Police Benevolent Association (PBA) Collective Bargaining Agreement. The original draft ordinance presented at that time to Staff included additional changes related to Internal Revenue Code (IRC) and Internal Revenue Service (IRS) regulations that required additional review by the City's pension attorneys Glenn Thomas and Jim Linn of Lewis, Longman & Walker. It was recommended by our

attorney to move forward with the CBA changes and bring the additional IRC and IRS changes back at a later date.

On March 17, 2016, the Police Pension Board attorney Scott Christiansen provided Mr. Thomas a draft ordinance for review. Their proposed ordinance was presented to Staff on May 4, 2016 along with a memorandum (attached) summarizing the proposed changes and comments by ordinance section. The City attorney found that many changes were indeed required by IRC and IRS regulations or necessary to correct section references but some recommended changes were unnecessary. After Staff review with the City attorney, an ordinance was drafted by the City attorney. This draft was presented via email to Mr. Christiansen and accepted on June 16, 2016.

The following summary provides a brief description of each Section change proposed in the requested ordinance:

Section 1: Section 2-191 Definitions
Actuarial Equivalent: The interest rate referenced under the definition of “Actuarial Equivalent” is revised from eight percent to “the investment return assumption set forth in the last actuarial valuation approved by the Board” and the mortality table was revised from the 1983 Group Annuity to RP 2000 Combined Healthy Unisex.

Credited Service: The change of this definition is required by federal law to prohibit the application of converted leave toward credited service under the plan.

Spouse: The definition of spouse is being revised from “husband or wife” to the “member’s or retiree’s spouse under applicable law.” This change is appropriate based on recent US Supreme Court and federal court rulings.

Section 2: Section 2-194 Finances and Fund Managements
This section is being amended to incorporate IRC requirements with regard to investments in commingled funds.

Section 3: Section 2-198 Disability
The revisions in subsections (a) and (c) provide clarification to the disability filing timeline for members who are terminated by the City due for medical reasons. New language is added to subsection (f) that states disability payments stop when a disability retiree is rehired as a police officer for any employer.

Section 4: Section 2:200 Optional Forms of Benefits
When a joint pensioner is replaced, the actuary calculates a new benefit payment based on several factors, including the health of the original joint pensioner. This amendment of Subsection (b) provides that unless a member demonstrates the good health of the original joint pensioner, the actuary will assume the joint pensioner is deceased for purposes of calculating the revised benefit amount.

Section 5: Section 2-205 Maximum Pension
Subsections (f), (h), and (l)(2) are amended and subsection (m) was added to comply with IRC changes.

Section 6: Section 2-206 Minimum Distribution of Benefits

Subsection (b)(2)d is being amended to correct a section reference.

Section 7: Section 2-217 Prior Police Service
Subsection (5) is amended to correct a section reference.

Section 8: Section 2-218 Deferred Retirement Option Plan
There are several amendments to deferred retirement option plan (DROP) in this section. A definition was added in (a)(3) for "total return of the assets" to clarify provisions related to earnings on DROP accounts. This change is related to direction from the IRS with the issuance of several recent Favorable Determination Letters. An exception was added to the current DROP provision under subsection (5)a that allows a member who is retired under normal retirement and later reemployed as a police officer to once again participate in this plan. The reemployed member would be required to contribute to the system and would be eligible for disability and pre-retirement death benefits. All other changes to this section of the DROP are required under the IRC.

Section 9: Incorporation into the Code

Section 10: Repeal of Prior Inconsistent Ordinances and Resolutions

Section 11: Severability

Section 12: Effective Date

It was determined by the Pension Plan's actuary the proposed changes in this ordinance will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, a formal Actuarial Impact Statement is not required. Attached is a no impact letter.

STRATEGIC PLAN CONNECTION:

Having a competitive retirement plan helps attract applicants to the City of Cocoa and retain employees for a long tenure.

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

At a regular City Council Meeting on October 27, 2015, Council adopted Ordinance No. 13-2015 related to the Police Officers' Retirement Plan due to changes in the City of Cocoa and PBA Collective Bargaining Agreement effective October 1, 2015 to September 30, 2018, amending Section 2-191, Definitions; Section 2-195, Contributions; creating a new Section 2-220, Share Plan.

At a regular City Council Meeting on October 22, 2013, Council adopted Ordinance No. 11-2013 related to the Police Officers' Retirement Plan amending Section 2-191, Definitions; Amending Section 2-194, Finances and Fund Management; and Section 2-205, Maximum Pension of the City of Cocoa Code of Ordinances.

RECOMMENDED MOTION:

Approve the first reading of Ordinance No. 13-2016 amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the Code by amending Section 2-191, Definitions; Section 2-194, Finances and Fund Management; Section 2-198, Disability; Section 2-200, Optional Forms of Benefits; Section 2-205, Maximum Pension; Section 2-206, Minimum Distribution of Benefits; Section 2-217, Prior Police Service; Section 2-218, Deferred Retirement Option Plan; Providing for codification; Providing for severability of provisions; Repealing all ordinances in conflict herewith and providing an effective date.

ORDINANCE NO. 13-2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VII, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-191, DEFINITIONS; AMENDING SECTION 2-194, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 2-198, DISABILITY; AMENDING SECTION 2-200, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 2-205, MAXIMUM PENSION; AMENDING SECTION 2-206, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 2-217, PRIOR POLICE SERVICE; AMENDING SECTION 2-218, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-191, Definitions, to amend the definitions of *"Actuarial Equivalent"*, *"Credited Service*, and *"Spouse"*, to read as follows:

* * *

Actuarial equivalent means a benefit or amount of equal value, based upon the ~~1983 Group Annuity~~ RP 2000 Combined Healthy Unisex Mortality Table, and an interest rate ~~of eight percent (8%) per annum~~ equal to the investment return assumption set forth in the last actuarial valuation approved by the Board. This definition may only be amended by the city pursuant to the recommendation of the board using assumptions adopted by the board with the advice of the plan's actuary, such that actuarial assumptions are not subject to city discretion.

* * *

Credited service means the total number of years and fractional parts of years of service as a police officer with member contributions, when required, omitting intervening years or fractional parts of years when such member was not employed by the city as a police officer. A member may voluntarily leave his accumulated contributions in the fund for a period of five (5) years after leaving the employ of the Police department pending the possibility of being reemployed as a police officer, without losing credit for the time that he was a member of the system. If a vested member leaves the employ of the Police department, his accumulated contributions will be returned only upon his written

request. If a member who is not vested is not reemployed as a police officer with the Police Department within five (5) years, his accumulated contributions, if one-thousand dollars ($1,000.00) or less shall be returned. If a Member who is not vested is not reemployed within five (5) years, his Accumulated Contributions, if more than one-thousand dollars ($1,000.00), will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. Upon return of a member's accumulated contributions, all of his rights and benefits under the system are forfeited and terminated. Upon any reemployment, a police officer shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his accumulated contributions from the fund, unless the police officer repays into the fund the contributions he has withdrawn, with interest, as determined by the board, within ninety (90) days after his reemployment.

The years or fractional parts of a year that a member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a police officer with the city to perform training or service, shall be added to his years of credited service for all purposes, including vesting, provided that:

(1) The member is entitled to reemployment under the provisions of USERRA.

(2) The member returns to his employment as a police officer within one (1) year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.

(3) The maximum credit for military service pursuant to this paragraph shall be five (5) years.

(4) This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by section 414(u)(12) of the code, an individual receiving differential wage payments (as defined under section 3401(h)(2) of the code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under section 415(c) of the code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of credited service either during each plan year of a member's employment with the City or in the plan year in which the member terminates employment.

* * *

Spouse means the ~~lawful wife or husband of a member or retiree~~ member's or retiree's spouse under applicable law at the time benefits become payable.

* * *

SECTION 2: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-194, Finances and Fund Managements, subsection (f)(2)c., to read as follows:

* * *

(f)(2) c. In addition, the Board may, upon recommendation by the Board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100, and Revenue Ruling 20111, IRS Notice 2012-6 and Revenue Ruling 2014-24 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under section 401(a) of the code, individual retirement accounts that are exempt under section 408(e) of the code, eligible governmental plans that meet the requirements of section 457(b) of the code, and governmental plans under 401(a)(24) of the code. For this purpose, a trust includes a custodial account or a separate tax favored account maintained by an insurance company that is treated as a trust under section 401(f) or under section 457(g)(3) of the code. While any portion of the assets of the Fund are invested in such a group trust, such group trust is itself adopted as a part of the System or plan.

1. Any collective or common group trust to which assets of the fund are transferred pursuant to subsection c. shall be adopted by the board as part of the plan by executing appropriate participation, adoption agreements, and/or trust agreements with the group trust's trustee.

2. The separate account maintained by the group trust for the plan pursuant to subsection c. shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the members and beneficiaries of the plan.

3. For purposes of valuation, the value of the separate account maintained by the group trust for the plan shall be the fair market value of the portion of the group trust held for the plan, determined in accordance with generally recognized valuation procedures.

* * *

SECTION 3: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-198, Disability, subsection (a), Disability Benefits In-Line of Duty, and subsection (c), Disability Benefits Not-In-Line of Duty, and subsection (f), Disability payments, to read as follows:

* * *

(a) *Disability benefits in-line of duty*. Any member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a police officer, which disability was directly caused by the performance of his duty as a police officer, shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to three percent (3%) of average final compensation multiplied by the total years of credited service but in any event the minimum amount paid to the member shall be forty-two percent (42%) of the average final compensation of the member or fifty percent (50%) of the member's salary as of the date of the disability. Terminated persons, either vested or non-vested, are not eligible for disability benefits, ~~except that those terminated by the city for medical reasons may apply for a disability within thirty (30) days after termination.~~ Notwithstanding the previous sentence, if a member is terminated by the city for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the board otherwise determines that he is totally and permanently disabled as provided for above.

* * *

(c) *Disability benefits not-in-line of duty*. Any member with ten (10) years or more credited service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a police officer, which disability is not directly caused by the performance of his duties as a police officer shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to three percent (3%) of his average final compensation multiplied by the total years of credited service. Terminated persons, either vested or non-vested, are not eligible for disability benefits, ~~except that those terminated by the city for medical reasons may apply for a disability within thirty (30) days after termination.~~ Notwithstanding the previous sentence, if a member is terminated by the city for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the board otherwise determines that he is totally and permanently disabled as provided for above.

* * *

(f) *Disability payments*. The monthly benefit to which a member is entitled in the event of the member's disability retirement shall be payable on the first day of the first month after the board determines such entitlement. However, the monthly retirement income shall be payable as of the date the board determined such entitlement, and any portion due for a partial month shall be paid together with the first payment. The last payment will be:

(1) If the retiree recovers from the disability, the payment due next preceding the date of such recovery, or

(2) If the retiree dies without recovering from disability, the payment due next preceding his death or the 120th monthly payment, whichever is later.

In the event that a disability retiree is re-employed as a police officer for the City of Cocoa, or for any other municipal, county or state law enforcement department as a certified police officer, he shall be deemed to have recovered from his disability.

Provided, however, the disability retiree may select, at any time prior to the date on which benefit payments begin, an optional form of benefit payment as described in section 2-200 subsection (a)(1) or (a)(2), which shall be the actuarial equivalent of the normal form of benefit.

SECTION 4: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-200, Optional Forms of Benefits, subsection (b), to read as follows:

* * *

(b) The member, upon electing any option of this section, will designate the joint pensioner (subsection (a)(2) above) or beneficiary (or beneficiaries) to receive the benefit, if any, payable under the system in the event of member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one or more primary beneficiaries where applicable. A member may change his beneficiary at any time. If a member has elected an option with a joint pensioner and member's retirement income benefits have commenced, member may thereafter change his designated beneficiary at any time, but may only change his joint pensioner twice. Subject to the restriction in the previous sentence, a member may substitute a new joint pensioner for a deceased joint pensioner. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.

* * *

SECTION 5: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-205, Maximum Pension, subsections (f), (h), and (l)(2), and by adding subsection (m), to read as follows:

* * *

(f) *Less than Ten (10) Years of Participation or Service*. The maximum retirement benefits payable under this section to any member who has completed less than ten (10) years of ~~credited service with the City~~ participation shall be the amount determined under subsection (a) of this section multiplied by a fraction, the numerator of which is the number of the member's years of ~~credited service~~ participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Sec. 2-198, or pre-retirement death benefits paid pursuant to Sec. 2-197.

* * *

(h) *Ten Thousand Dollar ($10,000) Limit*; *Less Than Ten Years of Service*. Notwithstanding anything in this Sec. 2-205, the retirement benefit payable with respect to a member shall be deemed not to exceed the limit set forth in this subsection (h) of Sec. 2-205 if the benefits

payable, with respect to such member under this system and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars ($10,000) for the applicable limitation year ~~and~~ or for any prior limitation year, and the City has not at any time maintained a qualified defined contribution plan in which the member participated; provided, however, that if the member has completed less than ten (10) years of credited service with the City, the limit under this subsection (h) of Sec. 2-205 shall be a reduced limit equal to ten thousand dollars ($10,000) multiplied by a fraction, the numerator of which is the number of the member's years of credited service and the denominator of which is ten (10).

* * *

(l)(2) No member of the system shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter ~~67~~ 1223, Title 10, U.S. Code.

(m) *Effect of Direct Rollover on 415(b) Limit*. If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

* * *

SECTION 6: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-206, Minimum Distribution of Benefits, subsection (b)(2)d., to read as follows:

* * *

d. If the member's surviving spouse is the member's sole designated beneficiary and the surviving spouse dies after the member but before distributions to the surviving spouse begin, this subsection (b)(2), other than subsection (b)(2)a., will apply as if the surviving spouse were the member.

For purposes of this subsection (b)(2). ~~and subsection (e),~~ distributions are considered to begin on the member's required beginning date or, if subsection (b)(2)d. applies, the date of distributions are required to begin to the surviving spouse under subsection (b)(2)a. If annuity payments irrevocably commence to the member before the member's required beginning date (or to the member's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (b)(2)a.) the date distributions are considered to begin is the date distributions actually commence.

* * *

SECTION 7: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-217, Prior Police Service, subsection (5), to read as follows:

* * *

(5) In no event, however, may credited service be purchased pursuant to this section for prior service with any other municipal, county or state law enforcement department, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in section 2-205, subsection ~~(k)(2)~~ (l)(2).

* * *

SECTION 8: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-218, Deferred Retirement Option Plan, to read as follows:

Sec. 2-218. Deferred Retirement Option Plan.

(a) *Definitions.* As used in this section 2-218, the following definitions apply:

(1) *"DROP*" -- The City of Cocoa Police Officers' Deferred Retirement Option Plan.

(2) *"DROP account*" -- The account established for each DROP participant under subsection (c).

(3) *"Total* return *of the assets"* -- For purposes of calculating earnings on a member's DROP account pursuant to subsection (c)(2)b.2., for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total Plan assets.

(b) *Participation.*

(1) *Eligibility to participate.* In lieu of terminating his employment as a Police Officer, any member who is eligible for normal retirement under the system may elect to defer receipt of such service retirement pension and to participate in the DROP.

(2) *Election to participate.* A member's election to participate in the DROP must be made in writing in a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the board.

(3) *Period of participation.* A member who elects to participate in the DROP under subsection (b)(2), shall participate in the DROP for a period not to exceed sixty (60)) months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. A member may participate only once. As a condition of participating in the DROP, each participant must agree that his employment as a police officer shall terminate on the last day of the permissible DROP period. Any retiree who has retired under normal

retirement who did not previously participate in the DROP and who is reemployed, may elect to enter the DROP as provided herein.

(4) *Termination of participation.*

a. A member's participation in the DROP shall cease at the earlier of:

1. the end of his permissible period of participation in the DROP as determined under subsection (b)(3); or

2. termination of his employment as a Police Officer.

b. Upon the member's termination of participation in the DROP, pursuant to subsection 1 above, all amounts provided for in subsection (c)(2), including monthly benefits and investment earnings and losses or interest, shall cease to be transferred from the system to his DROP account. Any amounts remaining in his DROP account shall be paid to him in accordance with the provisions of subsection (d).

c. A member who terminates his participation in the DROP under this subsection (b)(4) shall not be permitted to again become a participant in the DROP.

(5) *Effect of DROP participation on the system.*

a. A member's credited service and his accrued benefit under the system shall be determined on the date his election to participate in the DROP first becomes effective. For purposes of determining the accrued benefit, the Member's Salary for the purposes of calculating his Average Final Compensation shall include an amount equal to any lump sum payments which would have been paid to the Member and included as Salary as defined herein, had the Member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the Member shall be deducted from the first payments to the Member's DROP Account. The member shall not accrue any additional credited service or any additional benefits under the system (except for any additional benefits provided under any cost-of-living adjustment for retirees in the system) while he is a participant in the DROP. After a member commences participation, he shall not be permitted to again contribute to the system nor shall he be eligible for disability or pre-retirement death benefits, except as provided for in Sec. 2-219.

b. No amounts shall be paid to a member from the system while the member is a participant in the DROP or employed by the city as a police officer. Unless otherwise specified in the system, if a member's participation in the DROP is terminated other than by terminating his employment as a Police Officer, no amounts shall be paid to him from the system until he terminates his employment as a Police Officer. Unless otherwise specified in the system, amounts transferred from the system to the member's DROP account

shall be paid directly to the member only on the termination of his employment as a Police Officer.

(c) *Funding.*

(1) *Establishment of DROP account.* A DROP account shall be established for each member participating in the DROP. A member's DROP account shall consist of amounts transferred to the DROP under subsection (c)(2), and earnings or interest on those amounts.

(2) *Transfers from retirement system.*

a. As of the first day of each month of a member's period of participation in the DROP, the monthly retirement benefit he would have received under the system had he terminated his employment as a Police Officer and elected to receive monthly benefit payments thereunder shall be transferred to his DROP account, except as otherwise provided for in subsection (b)(4)b. A member's period of participation in the DROP shall be determined in accordance with the provisions of subsections (b)(3) and (b)(4), but in no event shall it continue past the date he terminates his employment as a Police Officer.

b. (For members beginning DROP participation on or after July 1, 2006) Except as otherwise provided in subsection (b)(4)b., a member's DROP account under this subsection (c)(2) shall be debited or credited ~~after each fiscal year quarter~~ with either:

1. Interest at an effective rate of six and one-half percent (6 $^{1}/_{2}$%) per annum compounded monthly <u>determined</u> on the <u>last business day of the</u> prior month's ending balance <u>and credited to the member's DROP account as of such date (to be applicable to all current and future DROP participants);</u> or

2. Earnings, <u>to be credited or debited to the member's DROP account, determined as of the last business day of each fiscal year quarter and debited or credited as of such date,</u> determined as follows:

The average daily balance in a member's DROP account shall be credited or debited at a rate equal to the net investment return realized by the system for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the member's DROP account is invested by the board net of brokerage commissions, transaction costs and management fees.

<u>For purposes of calculating earnings on a member's DROP account pursuant to this subsection (c)(2)b.2., brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the board. The investment consultant shall also report the</u>

net investment return for each manager and the net investment return for the total plan assets.

Upon electing participation in the DROP, the member shall elect to receive either interest or earnings on his account to be determined as provided above. The member may, in writing, elect to change his election only once during his DROP participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter.

~~Any current DROP participant who entered the DROP between January 1, 2004 and June 30, 2006 shall receive interest at an effective rate of 7.99% per annum for the entire period of DROP participation.~~

c. A member's DROP account shall only be credited or debited with earnings or losses and monthly benefits while the member is a participant in the DROP. A member's final DROP account value for distribution to the member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation for participants electing the net plan return and at the end of the month immediately preceding termination of participation for participants electing the flat interest rate return, plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter or month, as applicable, and prior to distribution. If a member fails to terminate employment after participating in the DROP for the permissible period of DROP participation, then beginning with the member's first month of employment following the last month of the permissible period of DROP participation, the member's DROP account will no longer be credited or debited with earnings or interest nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the member is employed by the city and no cost-of-living adjustments shall be applied to the member's credit during such period of continued employment. A member employed by the city after the permissible period of DROP participation will still not be eligible for pre-retirement death or disability benefits and will not accrue additional credited service except as provided for in Section 2-219.

(d) *Distribution of DROP accounts on termination of employment.*

(1) *Eligibility for benefits.* A member shall receive the balance in his DROP account in accordance with the provisions of this subsection (d) upon his cessation of DROP participation and termination of employment as a police officer.

(2) *Form of distribution.*

a. Unless the member elects otherwise, distribution of his DROP account shall be made in a lump sum, subject to the direct rollover provisions set forth in subsection (d)(6). Elections under this paragraph shall be in writing and shall be made in such time or manner as the board shall determine.

b. Notwithstanding the preceding, if a member dies before his benefit is paid, his DROP account shall be paid to his beneficiary in such optional form as his beneficiary may select. If no beneficiary designation is made, the DROP account shall be distributed to the member's estate.

(3) *Date of payment of distribution*. Except as otherwise provided in this subsection (d), distribution of a member's DROP account shall be made as soon as administratively practicable following the member's cessation of DROP participation and termination of employment as a police officer. Distribution of the amount in a Member's DROP account will not be made unless the Member completes a written request for distribution and a written election, on forms designated by the Board, to either receive a cash lump sum or a rollover of the lump sum amount.

(4) *Proof of death and right of beneficiary or other person.* The board may require and rely upon such proof of death and such evidence of the right of any beneficiary or other person to receive the value of a deceased member's DROP account as the board may deem proper and its determination of the right of that beneficiary or other person to receive payment shall be conclusive.

(5) *Distribution limitation.* Notwithstanding any other provision of subsection (d), all distributions from the DROP shall conform to the "Minimum Distribution Of Benefits" provisions as provided for herein.

(6) *Direct rollover of certain distributions.* This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the system in section 2-214.

(e) *Administration of DROP.*

(1) *Board administers the DROP*. The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the board. The members of the board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A trustee shall not vote on any question relating exclusively to himself.

(2) *Individual accounts, records and reports.* The board shall maintain, records showing the operation and condition of the DROP, including records showing the individual balances in each member's DROP account, and the board shall keep in convenient

form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The board shall prepare and distribute to members participating in the DROP and other individuals or file with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code and any other applicable laws.

(3) *Establishment of rules.* Subject to the limitations of the DROP, the board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law.

(4) Limitation *of liability.*

a. The trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.

b. Neither the board nor any trustee of the board shall be responsible for any reports furnished by any expert retained or employed by the board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.

(f) *General provisions.*

(1) *The DROP is not a separate retirement plan*. Instead, it is a program under which a member who is eligible for normal retirement under the system may elect to accrue future retirement benefits in the manner provided in this section 2-218 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a member is entitled to a lump sum distribution of his or her DROP account balance or may elect a rollover. The DROP account distribution is in addition to the member's monthly benefit.

(2) *Notional account*. The DROP account established for such a member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the system. There is no change in the system's assets, and there is no distribution available to the member until the member's termination from the DROP. The member has no control over the investment of the DROP account.

(3) *No employer discretion*. The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.

(4) *IRC limit*. The DROP account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).

(~~1~~5) *Amendment of DROP*. The DROP may be amended by an ordinance of the city at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP account of any member.

(~~2~~6) *Facility of payment.* If a member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the board shall direct that any benefit due him shall be made only to a duly appointed legal representative. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.

(~~3~~7) *Information.* Each member, beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the board the information that it shall require to establish his rights and benefits under the DROP.

(~~4~~8) *Prevention of escheat.* If the board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the board may, no earlier than three (3) years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the board or the city. If such person has not made written claim therefor within three (3) months of the date of the mailing, the board may, if it so elects and upon receiving advice from counsel to the system, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the system. Upon such cancellation, the system shall have no further liability therefor except that, in the event such person or his beneficiary later notifies the board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.

(~~5~~9) *Written* elections, notification.

a. Any elections, notifications or designations made by a member pursuant to the provisions of the DROP shall be made in writing and filed with the board in a time and manner determined by the board under rules uniformly applicable to all employees similarly situated. The board reserves the right to change from time to time the manner for making notifications, elections or designations by members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an

election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.

b. Each member or Retiree who has a DROP account shall be responsible for furnishing the board with his current address and any subsequent changes in his address. Any notice required to be given to a member or Retiree hereunder shall be deemed given if directed to him at the last such address given to the board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the member or Retiree notifies the board of his address.

(~~6~~10) *Benefits not guaranteed.* All benefits payable to a member from the DROP shall be paid only from the assets of the member's DROP account and neither the city nor the board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

(~~7~~11) *Construction.*

a. The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.

b. The titles and headings of the subsections in this section 2-218 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

(~~8~~12) *Forfeiture of retirement benefits.* Nothing in this section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the system. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

(~~9~~13) *Effect of DROP participation on employment.* Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 9: Incorporation into the Code. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Cocoa.

SECTION 10: Repeal of Prior Inconsistent Ordinances and Resolutions. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 11: Severability. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 12: Effective Date. That this Ordinance shall become effective upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, IN A REGULAR MEETING ASSEMBLED ON THE ____ DAY OF _____, 20_____.

_____

Mayor

ATTEST:

_____

CITY CLERK

Passed First Reading: _____

Passed Second Reading: _____

Effective Date: _____

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

January 26, 2016

VIA EMAIL AND MAIL

Board of Trustees
c/o Ms. Sheila Hutcheson, Plan Administrator
3860 Grantline Road
Mims, Florida 32754

Re: City of Cocoa
Police Officers' Retirement Plan

Dear Board:

In response to Scott Christiansen's letter dated December 18, 2015, we have reviewed the proposed Ordinance (identified on page 15 as dm/cocoa/pol/12-11-15.ord), including the following proposed changes:

1) The definition of Salary is no longer being amended, as it was originally amended in Ordinance 13-2015.

2) The proposed share plan is being removed, as the City adopted language regarding a share plan in Ordinance 13-2015.

3) Section 2-198, Disability, is being further amended to add language that would allow the discontinuation of receipt of disability benefits to any disability retiree who is rehired by the City of Cocoa as a police officer, or for any other municipal, country or state law enforcement agency as a police officer.

We have determined that this ordinance and its adoption therein will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Patricia Shoemaker
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,



Douglas H. Lozen, EA, MAAA

Law Offices
Christiansen & Dehner, P.A.
63 Sarasota Center Blvd. Suite 107 Sarasota, Florida 34240 • 941-377-2200 • Fax 941-377-4848

August 28, 2015

Mr. John Titkanich
City Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Re: City of Cocoa Police Officers' Retirement Plan - Proposed Ordinance

Dear Mr. Titkanich:

As you know, I represent the Board of Trustees of the City of Cocoa Police Officers' Retirement Plan. Enclosed please find a proposed ordinance amending the City of Cocoa Police Officers' Retirement Plan which is recommended by the Board for adoption by the City Council. With the recent adoption by the Florida Legislature of Chapter 2015-39, Laws of Florida, and changes to the Internal Revenue Code (IRC) and its associated Regulations, as well as guidance from the Internal Revenue Service (IRS), the following amendments to the pension plan are proposed:

1. Section 2-191, Definitions, is being amended for IRC changes and requirements, to amend the definitions of:
   a. Actuarial Equivalent - to amend the definition to incorporate the Mortality Table currently being used by the plan's actuary
   b. Credited Service - to clarify IRC regulations on leave conversions
   c. Salary - to make the changes required by the recently approved Agreement between the City and the Police Union
   d. Spouse - to clarify the definition in accordance with a recent US Supreme Court ruling

2. Section 2-192, Membership, has been amended to limit those individuals eligible to opt-out of the system, to comply with recent IRC Treasury Regulation requirements.

3. Section 2-194, Finances and Fund Management, is being amended to further incorporate recent IRC requirements with regard to investments in commingled funds.

4. Section 2-196, Benefit amounts and eligibility, is being amended to change the Normal Retirement Date to include IRC required language regarding Normal Retirement Age and Normal Retirement Date.

5. Section 2-198, Disability, is being amended to more clearly identify those individuals who may be eligible to apply for a disability pension who have been terminated by the City due to medical reasons.

6. Section 2-200, Optional Forms of Benefits, subsection (b), has been amended to clarify that if proof of good health of a joint pensioner who is being replaced is not provided, the actuary will assume that the joint pensioner is deceased for purposes of calculating the revised benefit amount.

7. Section 2-205, Maximum Pension, has had several subsections amended to comply with IRC changes.

8. Section 2-206, Minimum Distribution of Benefits, is being amended for a reference clarification in subsection (b)(2)d.

9. Section 2-217, Prior Police Service, subsection (5), is being amended to correct a reference.

10. Section 2-218, Deferred Retirement Option Plan, is being amended in accordance with recent direction from the IRS in connection with the issuance of several recent Favorable Determination Letters to: i) clarify investment returns on DROP accounts, ii) clarify when interest and earnings are calculated and paid, and iii) add several sections clarifying the DROP provisions as required by the IRS.

11. Section 2-220, Supplemental Benefit Component for Special Benefits; Chapter 185 Share Accounts, is a new Section being added to the plan. This Section creates a 'Share Plan', or defined contribution component, and the addition of a share plan is a requirement of recently adopted Chapter 2015-39, Laws of Florida, for all pension plans that are subject to the provisions of Chapters 175 and 185.

    This Share Plan provides for a share account for each member of the plan. The Share Plan is to be funded solely and entirely by Chapter 185 premium tax monies for each plan year that funding is made available to it in accordance with governing Florida Statutes and/or mutual agreement between the City and the Union. This supplemental benefit, therefore, may or may not be funded. The Union and the City have mutually agreed that all premium tax monies will be used by the City so this share plan will not be funded at this time.

If the share plan is funded in the future, then, at retirement, termination (vested), disability or death, there is an additional lump sum benefit paid to the eligible member. Available share plan funding is allocated to the members' accounts based on a formula which provides an allocation based on years of credited service. Each share account receives its proportionate share of the income or loss on the assets in the plan.

By copy of this letter to the Board's actuary, Foster & Foster, Inc., I am requesting that they provide you with a letter indicating the cost, if any, associated with the adoption of this ordinance.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City Council, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,

Scott R. Christiansen

SRC/dm
enclosure

cc: Doug Lozen, with enclosure
Sheila Hutcheson, with enclosure

Legislation Details (With Text)

File #:	16-274	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	City Business
File created:	6/24/2016			**In control:**	City Council
On agenda:	7/12/2016			**Final action:**	
Title:	To Approve Change Order No. 1 to Purchase Order No. 66907 with H&H Liquid Sludge Disposal, Inc., Branford, Florida, for Transportation and Disposal of Biosolids, Bid #B-13-13-COC; To Approve a Resolution Amending the FY2016 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY2016 BAF-UT-Sludge Disposal (7-12-16) Agenda 16-274.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 13, 2016
Agenda Date: July 12, 2016
Prepared By: Lorraine J. Hubbard, Administrative Assistant
Through: Don Stevens, Water Reclamation Facility Superintendent
John A. Walsh, P.E., Utilities Director

Requested Action:
To Approve Change Order No. 1 to Purchase Order No. 66907 with H&H Liquid Sludge Disposal, Inc., Branford, Florida, for Transportation and Disposal of Biosolids, Bid #B-13-13-COC; To Approve a Resolution Amending the FY2016 Budget

BACKGROUND:

The Jerry Sellers Water Reclamation Facility produces wastewater sludge annually. Biosolids are removed from the plant by a hauling/disposal contractor to an approved Florida Department of Environmental Protection (FDEP) disposal site. The contractor provides the site, maintains agreement with the site owner, and keeps record of disposal activities. Cocoa's biosolids are applied as an organic fertilizer to ranch land.

In FY2016 the Sellers Plant was faced with clearing out a tank for repair and wet weather which cause staff to call upon H&H numerous times in the past several months for sludge removal.

On August 27, 2013, City Council approved Bid #B-13-13-COC to H&H Liquid Sludge Disposal, Inc., Branford, Florida, effective October 1, 2013 through September 30, 2014, with the option of two one-year extensions.

On August 26, 2014, City Council approved the first amendment to purchase agreement with H&H Sludge Disposal, Inc. for 12 additional months, at the same rate(s), term(s), and condition(s) commencing on October 1, 2014 through September 30, 2015.

On September 22, 2015, City Council approved the second and final amendment to purchase agreement with H&H Sludge Disposal, Inc. for 12 additional months, at the same rate(s), term(s), and condition(s) commencing on October 1, 2015 through September 30, 2016.

Staff recommends City Council approval to add $15,000 to Purchase Order No. 66907 to complete their hauling/disposal commitment.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
From:	
Amount Requested	$15,000
Account Number	421-4120-536.52-00
Account Name	Operating Supplies
To:	
Source of Funds	$15,000 421-4120-536.34-00 Contract Services
Original Purchase Order	66907
Original P.O. Amount	$40,000
Total number of change orders to date	1
Total amount in change orders to date	$15,000

PREVIOUS ACTION:

On August 27, 2013, City Council approved Bid #B-13-13-COC to H&H Liquid Sludge Disposal, Inc., Branford, Florida, effective October 1, 2013 through September 30, 2014, with the option of two one-year extensions.

On August 26, 2014, City Council approved the first amendment to purchase agreement with H&H Sludge Disposal, Inc. for 12 additional months, at the same rate(s), term(s), and condition(s) commencing on October 1, 2014 through September 30, 2015.

On September 22, 2015, City Council approved the second and final amendment to purchase

agreement with H&H Sludge Disposal, Inc. for 12 additional months, at the same rate(s), term(s), and condition(s) commencing on October 1, 2015 through September 30, 2016.

RECOMMENDED MOTION:

To Approve Change Order No. 1 to Purchase Order No. 66907 with H&H Liquid Sludge Disposal, Inc., Branford, Florida, for Transportation and Disposal of Biosolids, Bid #B-13-13-COC; To Approve a Resolution Amending the FY2016 Budget.

RESOLUTION NO. 2016-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2016; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2015, and ending on September 30, 2016, at a regular meeting held on September 22, 2015; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, as follows:

SECTION 1. The 2015-2016 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on this 12th day of July, 2016.

_____
Henry U. Parrish III, Mayor

ATTEST:

_____
Carie Shealy, CMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2016

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 4120 | DATE PREPARED: 06/13/16

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 15,000)	421-4120-536.52-00		OPERATING SUPPLIES	$ 19,888	$ 19,944	$ 4,944	$ 37,621
$ 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
($ 15,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 15,000	421-4120-536.34-00		CONTRACT SERVICES	$ 61,472	$ 61,472	$ 76,472	$ 27,450
$ 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
$ 15,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Funds Increase to PO #66907 for H&H Liquid Sludge Disposal, Inc., Branford, Florida, for Transportation and Disposal of Bio-solids utilizing Cocoa Bid #B-13-13-COC, due to additional hauling services. Agenda 16-274

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/12/16 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

6/13/16 Rabun (Don) Stevens — Digitally signed by Rabun (Don) Stevens Date: 2016.06.13 09:02:08 -04'00'	6/14/16 Lea Taylor — Digitally signed by Lea Taylor DN: dc=org, dc=cocoafl, ou=CH, cn=Lea Taylor, email=ltaylor@cocoafl.org Date: 2016.06.14 08:21:00 -04'00'	
Date Requestor's Signature	Date Finance Approval Signature	Date Finance Director's Signature
6/13/16 John "Jack" Walsh — Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoafl, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoafl.org Date: 2016.06.14 15:28:13 -04'00'	6/15/16 Lora Howell — Digitally signed by Lora Howell DN: dc=org, dc=cocoafl, ou=CH, cn=Lora Howell, email=lhowell@cocoafl.org Date: 2016.06.15 14:22:44 -04'00'	
Date Department Director's Signature	Date Deputy Fin. Director's Signature	Date City Manager's Signature

FINANCE USE ONLY:

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

Legislation Details (With Text)

File #:	16-290	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	6/30/2016			**In control:**	City Council
On agenda:	7/12/2016			**Final action:**	
Title:	Approve the proposed FY 2017 benefit renewal for medical, dental, vision, flexible spending, and life insurances with associated providers and authorize the City Manager to sign related agreements. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	benefits, insurance, medical				
Code sections:					
Attachments:	070516 - City of Cocoa Executive Summary.pdf Life Insurance and Disability FY17 Renewal.pdf ASO and Reinsurance FY17 Renewal.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 5, 2016
Agenda Date: July 12, 2016
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, City Manager
Requested Action:
Approve the proposed fiscal year 2017 benefit renewal for medical, dental, vision, flexible spending, and life insurances with associated providers and authorize the City Manager to sign related agreements.

BACKGROUND:

Medical Health Plan

On August 25, 2015, City Council approved the transition to a self-funded medical plan for fiscal year 2016. By making this change, the City was able to avoid a potential fifteen percent (15%) increase in the medical plan versus only a five percent (5%) by being self-funded. Additionally, by being self-insured the City did not incur the Health Insurance Industry Fee, which was an estimated $109,658 savings, and is a requirement under fully-insured plans.

On May 17, 2016, a preliminary meeting was held with Gehring Group, the City's benefit broker, to discuss the City's medical claims history for the current fiscal year to date. A look back at the preceding twelve months shows a million dollar spike in medical claims on the City's plan. Based on the increase of claims for this year, it is anticipated the expected medical claims for FY2017 will be close to $4 million. Due to the significant increase, it was recommended by Gehring to make

moderate changes to the City's medical plans to help offset a possible thirteen percent (13%) increase. The main recommended plan changes included increasing the employee co-pays for advanced imaging (MRI, PET, CT) and emergency room visits on all plans, plus to increase the calendar year deductibles in the Buy-Up Basic and Premier plans.

These plan changes were presented by Gehring Group to the City's Employee Insurance Task Force committee on June 20, 2016. Based on feedback received from the Insurance Task committee members, staff requested Gehring Group to research other plan recommendations and solutions. A second committee meeting was held on June 30 to present five different plan solutions. All members in attendance voted on a recommended plan change. The selected plan includes an 8.5% increase to the Core plan and 11.4% increase to the Buy-Up Basic and Buy-Up Premier. Additionally, this plan option includes the following plan changes:

Plan Name	**Current**	**Proposed**
Core	No Plan Changes	No Plan Changes
Buy-Up Basic	Calendar Year Deductible: $250 Single/$750 Family	Calendar Year Deductible: $500Single/$1,500 Family
Buy-Up Premier	Calendar Year Deductible: $0 Single/$0 Family Coinsurance: None	Calendar Year Deductible: $250Single/$500 Family Coinsurance: 20%

Staff recommends renewing our self-insured plan with these plan changes, as recommended by vote of the Employee Insurance Task Force.

Medical Administrative Fee (Cigna) - There are two years remaining on the City's agreement with Cigna for administering the City's medical plan. The administrative fee covers claims processing and access to the plan's network. For the initial year of the agreement, the fee was $46.36 per employee per month. The estimated administrative fees for the remaining of the three year agreement are:

FY 16-17: $47.19 per employee per month = $235,006.20 annual cost
FY 17-18: $48.04 per employee per month = $242,698.08 annual cost

Specific Stop Loss - Insurance policy to protect the City for medical and prescription claims costs for one individual that exceed $125,000 (deductible). The renewal for Fiscal Year 2017 includes an approximate ten percent (10%) increase, from $120.70 per employee per month to $132.76 per employee per month. The estimated annual cost (based on current enrollment) is $661,145.

Aggregate Stop Loss - In last year's agenda item for the August 25, 2015 Council meeting, part of the requested approval was for the City Manager to negotiate and sign an Aggregate Stop Loss policy. The purpose of this policy would be to insure the City in the event all medical claims exceeded 125% of the expected claims. It was realized later this policy was never adopted due to a different direction received by Staff and Gehring. This year's proposed renewal does not include this policy.

State Reserve Requirements -
To ensure plan funding, the state of Florida (F.S. 112.08) requires self-funded groups to hold a minimum of sixty (60) days of claims and funds for potential incurred but not reported (IBNR) claims

in reserves. This amount is set by the actuary and has not yet been established for FY2017. However, based on the past experience, it is estimated this amount will be approximately $775,000. The City's initial filing was completed and accepted by the State in April 2016 for the FY2016 plan year.

Dental Plan - No increase renewal and no change to plan

Vision Plan - No increase renewal and no change to plan

Basic Life/AD&D - The renewal evaluation provided by Cigna for Basic Life includes a rate increase from $.250 to $.275 per $1,000 of covered volume. This rate increase results in an estimated annual premium increase from $62,916 to $68,339. Gehring Group is making an attempt to renegotiate this rate and there is a possibility it will renew at a lower rate. The renewed rate will be guaranteed for 24 months.

Supplemental Life Insurance (Employee paid benefit) - The renewal evaluation provided by Cigna includes a rate increase from $.23 to $.31 per $1,000 of covered volume. This rate increase results in an estimated annual premium increase from $42,784 to $55,461. Gehring Group is making an attempt to renegotiate this rate and there is a possibility it will renew at a lower rate. The renewed rate will be guaranteed for 24 months.

Short-Term Disability (STD) (Employee paid benefit) - No increase renewal and no change to plan. Cigna has renewed with a 24 month rate guarantee period. The rates vary by age.

Long-Term Disability (LTD) (City paid benefit) - No increase renewal and no change to plan. Cigna has renewed the rate of $.390/$100 monthly payroll with a 24 month rate guarantee period. This is a City paid benefit for all full-time employees.

Employee Assistance Program (EAP) - The EAP is included again under Cigna at no cost.

Flexible Spending Account (FSA) - Last year staff implemented a new FSA administer from Cigna to TASC. This year TASC has submitted a renewal with no increase in administrative costs. The rate is $3.73 per employee per month.

.

STRATEGIC PLAN CONNECTION:

Containing the City's health insurance cost while maintaining the same levels of coverage helps attract and retain qualified employees long-term.

BUDGETARY IMPACT:

Budgeted Included in Proposed FY17 Budget

Provider	Plan (# Members)	FY2016 Annual City Cost	FY2017 Annual City Cost	Difference
Cigna	Core (253)	$ 2,196,470	$2,360,212	$163,742
	Buy Up Basic (133)	$ 1,107,511	$1,191,898	$ 84,387
	Buy Up Premier (29)	$ 242,924	$ 261,378	$ 18,454

	Health Subtotal	**$ 3,546,905**	**$3,813,488**	**$266,583**
Cigna	Dental (530)	$ 281,916	$ 281,916	$ 0
Humana	Vision (539)	$ 54,225	$ 54,225	$ 0
Cigna	Basic Life/AD&D	$ 62,916	$ 68,339	$ 5,424
Cigna	Long Term Disability	$ 39,683	$ 39,682	$ 0
TASC	Flexible Spending Account (94)	$ 4,207	$ 4,207	$0
	Total City Plan Cost	**$ 3,989,852**	**$4,261,857**	**$ 272,007**
Cigna	Medical ASO Fees	$230,874	$ 235,006	$4,133
Cigna	Specific Stop Loss	$601,086	$661,145	$60,059
	Total Fixed Costs	**$831,960**	**$896,151**	**$64,192**
Total Expected Costs (fixed costs plus plan costs)		**$4,821,812**	**$5,158,008**	**$336,198**

The amounts above are estimates based on current enrollment of current employees and retirees. The medical plan includes current employees and retirees under age 65. These numbers do not include the City's Medicare Advantage Plan with United Healthcare which is on a calendar year renewal.

PREVIOUS ACTION:

At the regular Council meeting on August 25, 2015, Council approved the proposed fiscal year 2016 benefit renewal for medical, dental, vision, flexible spending, and life insurances with associated providers and to authorize the City Manager to sign related agreements. In addition, Council approved Resolution 2015-051 for the City to absorb the Core Plan health insurance increase for PBA, IAFF, and general employees for fiscal year 2016 only.

At the regular Council meeting on April 14, 2015, Council approved to transition to a self-funded medical plan for FY2016 and to authorize the City Manager to work with the City's insurance broker to negotiate administrative and reinsurance agreements.

At the regular Council meeting on June 24, 2014, Council approved the proposed renewal for medical, dental, vision, life insurances with the associated providers and authorized the City Manager to sign.

RECOMMENDED MOTION:

Approve the proposed fiscal year 2017 benefit renewal for medical, dental, vision, flexible spending, and life insurances with associated providers and authorize the City Manager to sign related agreements.

City of Cocoa
Employee Benefits EE/ER Cost Comparison
Effective Date: 10/01/2016

GEHRING GROUP INSURANCE BROKERS & CONSULTANTS

HEALTH		2015-2016 Cigna			2016-2017 Cigna		
Core Plan		**Total**	**Employer**	**Employee**	**Total**	**Employer**	**Employee**
Employee Only	*165*	$570.11	$570.11	$0.00	$618.57	$618.57	$0.00
Employee + One	*39*	$1,118.19	$857.20	$260.99	$1,213.24	$915.90	$297.33
Employee + Family	*49*	$1,645.64	$1,133.47	$512.17	$1,785.52	$1,202.04	$583.48
Buy Up Basic Plan	*253*						
Employee Only	*92*	$644.41	$570.11	$74.30	$718.19	$618.57	$99.62
Employee + One	*24*	$1,264.23	$857.20	$407.03	$1,408.97	$915.90	$493.07
Employee + Family	*17*	$1,860.39	$1,133.47	$726.92	$2,073.39	$1,202.04	$871.34
Buy Up Premier Plan	*133*						
Employee Only	*18*	$688.92	$570.11	$118.81	$767.79	$618.57	$149.23
Employee + One	*9*	$1,350.32	$857.20	$493.12	$1,504.92	$915.90	$589.02
Employee + Family	*2*	$1,986.78	$1,133.47	$853.31	$2,214.25	$1,202.04	$1,012.20
TOTAL HEALTH PREMIUM	*29*						
ANNUAL PREMIUM		**$4,417,129.58**	**$3,546,895.32**	**$870,234.26**	**$4,845,599.82**	**$3,813,487.04**	**$1,032,112.77**
$ INCREASE		**N/A**	**N/A**	**N/A**	**$428,470.23**	**$266,591.72**	**$161,878.51**
% INCREASE		**N/A**	**N/A**	**N/A**	**9.7%**	**7.5%**	**18.6%**
DENTAL		**Cigna**			**Cigna**		
		Total	**Employer**	**Employee**	**Total**	**Employer**	**Employee**
Employee Only	*316*	$31.72	$31.72	$0.00	$31.72	$31.72	$0.00
Employee + One	*110*	$79.71	$55.72	$23.99	$79.71	$55.72	$23.99
Employee + Family	104	$109.44	$70.58	$38.86	$109.44	$70.58	$38.86
TOTAL DENTAL PREMIUM	*530*						
ANNUAL PREMIUM		**$362,080.56**	**$281,916.48**	**$80,164.08**	**$362,080.56**	**$281,916.48**	**$80,164.08**
$ INCREASE		**N/A**	**N/A**	**N/A**	**$0.00**	**$0.00**	**$0.00**
% INCREASE		**N/A**	**N/A**	**N/A**	**0.0%**	**0.0%**	**0.0%**
VISION		**Humana**			**Humana**		
		Total	**Employer**	**Employee**	**Total**	**Employer**	**Employee**
Employee Only	328	$6.16	$6.16	$0.00	$6.16	$6.16	$0.00
Employee + Family	211	$17.52	$11.84	$5.68	$17.52	$11.84	$5.68
TOTAL VISION PREMIUM	539						
ANNUAL PREMIUM		**$68,606.40**	**$54,224.64**	**$14,381.76**	**$68,606.40**	**$54,224.64**	**$14,381.76**
$ INCREASE		**N/A**	**N/A**	**N/A**	**$0.00**	**$0.00**	**$0.00**
% INCREASE		**N/A**	**N/A**	**N/A**	**0.0%**	**0.0%**	**0.0%**
BASIC LIFE/AD&D		**Cigna**			**Cigna**		
Benefits Volume			$18,079,200			$18,079,200	
Life Rate / $1,000			$0.250			$0.275	
AD&D Rate / $1,000			$0.040			$0.040	
TOTAL LIFE/AD&D PREMIUM		**Total**	**Employer**	**Employee**	**Total**	**Employer**	**Employee**
ANNUAL PREMIUM		**$62,915.62**	**$62,915.62**	**$0.00**	**$68,339.38**	**$68,339.38**	**$0.00**
SUPPLEMENTAL LIFE/AD&D		**Cigna**			**Cigna**		
Benefits Volume			$13,216,200			$13,216,200	
Supplemental Life Rate			$0.23			$0.31	
Supplemental AD&D Rate			$0.04			$0.04	
TOTAL SUPP. LIFE/AD&D PREMIUM		**Total**	**Employer**	**Employee**	**Total**	**Employer**	**Employee**
ANNUAL PREMIUM		**$42,820.49**	**$0.00**	**$42,820.49**	**$55,508.04**	**$0.00**	**$55,508.04**
DISABILITY INSURANCE		**Cigna**			**Cigna (LTD Excludes Police & Fire)**		
LTD Benefits Volume			$847,922			$847,922	
LTD Rate / $100 ***(Includes EAP Costs)***			$0.39			$0.39	
TOTAL LTD PREMIUM		**Total**	**Employer**	**Employee**	**Total**	**Employer**	**Employee**
ANNUAL PREMIUM		**$39,682.76**	**$39,682.76**	**$0.00**	**$39,682.76**	**$39,682.76**	**$0.00**
STD Benefits Volume			$64,959			$64,959	
STD Rate			Age Banded Rates			Age Banded Rates	
TOTAL STD PREMIUM		**Total**	**Employer**	**Employee**	**Total**	**Employer**	**Employee**
ANNUAL PREMIUM		**$30,567.96**	**$0.00**	**$30,567.96**	**$30,567.96**	**$0.00**	**$30,567.96**
EAP		**Cigna**			**Cigna**		
		Total	**Employer**	**Employee**	**Total**	**Employer**	**Employee**
Employee Only	415	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL PREMIUM							
ANNUAL PREMIUM		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
$ INCREASE		**N/A**	**N/A**	**N/A**	**$0.00**	**$0.00**	**$0.00**
% INCREASE		**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
TOTAL BENEFITS PREMIUM		**Total**	**Employer**	**Employee**	**Total**	**Employer**	**Employee**
ANNUAL PREMIUM		**$5,023,803.37**	**$3,985,634.82**	**$1,038,168.55**	**$5,470,384.91**	**$4,257,650.30**	**$1,212,734.61**
$ INCREASE		**N/A**	**N/A**	**N/A**	**$446,581.54**	**$272,015.48**	**$174,566.06**
% INCREASE		**N/A**	**N/A**	**N/A**	**8.89%**	**6.82%**	**16.81%**

City of Cocoa
Employee Benefits EE/ER Cost Comparison
Effective Date: 10/01/2016

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

WEEKLY HEALTH CONTRIBUTIONS 48 PAYROLL DEDUCTIONS		2015-2016 Cigna			2016-2017 Cigna		
Core Plan		**Total**	**Employer**	**Employee**	**Total**	**Employer**	**Employee**
Employee Only	*165*	$142.53	$142.53	$0.00	$154.64	$154.64	$0.00
Employee + One	*39*	$279.55	$214.30	$65.25	$303.31	$228.98	$74.33
Employee + Family	*49*	$411.41	$283.37	$128.04	$446.38	$300.51	$145.87
Buy Up Basic Plan	*253*						
Employee Only	*92*	$161.10	$142.53	$18.58	$179.55	$154.64	$24.90
Employee + One	*24*	$316.06	$214.30	$101.76	$352.24	$228.98	$123.27
Employee + Family	*17*	$465.10	$283.37	$181.73	$518.35	$300.51	$217.84
Buy Up Premier Plan	*133*						
Employee Only	*18*	$172.23	$142.53	$29.70	$191.95	$154.64	$37.31
Employee + One	*9*	$337.58	$214.30	$123.28	$376.23	$228.98	$147.25
Employee + Family	*2*	$496.69	$283.37	$213.33	$553.56	$300.51	$253.05
TOTAL HEALTH PREMIUM	*29*						
ANNUAL PREMIUM		**$1,104,282.40**	**$886,723.83**	**$217,565.19**	**$1,211,399.95**	**$953,371.76**	**$258,028.19**
$ INCREASE		**N/A**	**N/A**	**N/A**	**$107,117.56**	**$66,647.93**	**$40,463.00**
% INCREASE		**N/A**	**N/A**	**N/A**	**9.7%**	**7.5%**	**18.6%**
WEEKLY DENTAL CONTRIBUTIONS		**Cigna**			**Cigna**		
		Total	**Employer**	**Employee**	**Total**	**Employer**	**Employee**
Employee Only	*316*	$7.93	$7.93	$0.00	$7.93	$7.93	$0.00
Employee + One	*110*	$19.93	$13.93	$6.00	$19.93	$13.93	$6.00
Employee + Family	104	$27.36	$17.65	$9.72	$27.36	$17.65	$9.72
TOTAL DENTAL PREMIUM	*530*						
ANNUAL PREMIUM		**$90,520.14**	**$70,479.12**	**$20,041.02**	**$90,520.14**	**$70,479.12**	**$20,041.02**
$ INCREASE		**N/A**	**N/A**	**N/A**	**$0.00**	**$0.00**	**$0.00**
% INCREASE		**N/A**	**N/A**	**N/A**	**0.0%**	**0.0%**	**0.0%**
WEEKLY VISION CONTRIBUTIONS		**Humana**			**Humana**		
		Total	**Employer**	**Employee**	**Total**	**Employer**	**Employee**
Employee Only	328	$1.54	$1.54	$0.00	$1.54	$1.54	$0.00
Employee + Family	211	$4.38	$2.96	$1.42	$4.38	$2.96	$1.42
TOTAL VISION PREMIUM	539						
ANNUAL PREMIUM		**$17,151.60**	**$13,556.16**	**$3,595.44**	**$17,151.60**	**$13,556.16**	**$3,595.44**
$ INCREASE		**N/A**	**N/A**	**N/A**	**$0.00**	**$0.00**	**$0.00**
% INCREASE		**N/A**	**N/A**	**N/A**	**0.0%**	**0.0%**	**0.0%**

City of Cocoa
Basic Life Insurance Renewal Evaluation
Effective: October 1, 2016

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

	Current	Renewal
	Cigna	**Cigna**
Basic Life Benefit		
Class 1: Mayor & Council Members	$50,000	$50,000
Class 2: All other Full-Time Employees	1 X Annual Salary to a Max of $100,000	1 X Annual Salary to a Max of $100,000
Class 3: Retirees (after 2/1/03)	N/A	N/A
Class 4: Executives	2 X Annual Salary to a Max of $200,000	2 X Annual Salary to a Max of $200,000
Features		
Waiver of Premium	Included	Included
Conversion Privileges	Included	Included
Accelerated Benefit	75% to Plan Maximum	75% to Plan Maximum
Age Reduction Schedule	65% at age 65 50% at age 70 35% at age 75 (Excludes Class 3)	65% at age 65 50% at age 70 35% at age 75 (Excludes Class 3)
Rate Guarantee	**Expires 9/30/16**	**24 Months**
Employee Volume	$18,079,200	$18,079,200
Employee Life Rate / $1,000	$0.250	$0.275
Employee AD&D Rate / $1,000	$0.040	$0.040
Monthly Premium	**$5,242.97**	**$5,694.95**
Annual Premium	**$62,915.62**	**$68,339.38**
$ Increase / Decrease	**N/A**	**$5,423.76**
% Increase / Decrease	**N/A**	**8.6%**

City of Cocoa
Supplemental Life Insurance Renewal Evaluation
Effective: October 1, 2016

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

	Current	Renewal
	Cigna	**Cigna**
Optional Employee Life Benefit		
Class 1: Mayor & Council Members	$50,000 / $75,000 / $100,000	$50,000 / $75,000 / $100,000
Class 2: All other Full-Time Employees	Up to 3X Salary, not to exceed $300,000	Up to 3X Salary, not to exceed $300,000
Class 3: Retirees (after 2/1/03)	$10,000	$10,000
Class 4: Executives	Up to 3X Salary, not to exceed $300,000	Up to 3X Salary, not to exceed $300,000
Employee Volume	$13,205,200	$13,205,200
Employee Life Rate / $1,000	$0.23	$0.31
Employee AD&D Rate / $1,000	$0.04	$0.04
Monthly Premium	**$3,565.40**	**$4,621.82**
Annual Premium	**$42,784.85**	**$55,461.84**
$ Increase / Decrease	**N/A**	**$12,676.99**
% Increase / Decrease	**N/A**	**29.6%**
Optional Dependent Life Benefit	***Excludes Class 3***	
Family Benefit	Spouse: $5,000 Child(ren): $5,000	Spouse: $5,000 Child(ren): $5,000
Spouse Benefit	Up to $50,000, not to exceed 50% of EE Amount.	Up to $50,000, not to exceed 50% of EE Amount.
Child(ren) Benefit	14 Days to 6 Months: $500 6 Months to 19 Years: $10,000	15 Days to 6 Months: $500 6 Months to 19 Years: $10,000
Rate Guarantee	**Expires 9/30/16**	**24 Months**
Family Rate / Dependent Unit	**$1.370**	**$1.370**
Retirees (after 2/1/03) Life Rate / $1,000	**$0.250**	**$0.250**
Spouse Life Rate / $1,000	**$0.230**	**$0.310**
Spouse AD&D Rate / $1,000	**$0.040**	**$0.040**
Child(ren) Life Rate / Child	**$0.20**	**$0.20**

City of Cocoa
Long Term Disability Insurance Renewal Evaluation
Effective Date: October 1, 2016

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

	Current	Renewal
	Cigna	**Cigna**
Benefits		
Eligibility	All Active Employees working 30 + hours / wk (Excludes Police and Fire)	All Active Employees working 30 + hours / wk (Excludes Police and Fire)
Benefit	60.00%	60.00%
Max. Monthly Benefit	$6,000	$6,000
Elimination Period	90 Days	90 Days
Definition of Disability	24 Month Own Occupation	24 Month Own Occupation
Benefit Duration	SSNRA	SSNRA
Waiver of Premium	Included	Included
Rate Guarantee Period	**Expires 9/30/2016**	**24 Months**
Premium		
LTD Rate / $100 Monthly Payroll	**$0.390**	**$0.390**
Estimated Volume	**$847,922**	**$847,922**
Monthly Premium	**$3,306.90**	**$3,306.90**
Annual Premium	**$39,682.76**	**$39,682.76**
$ Increase	**N/A**	**$0.00**
% Increase	**N/A**	**0.0%**

City of Cocoa
Voluntary Short Term Disability Evaluation
Effective Date: October 1, 2016

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

	Current		Renewal	
	Cigna		**Cigna**	
Eligibility	All Active Employees working 30 + hours / wk		All Active Employees working 30 + hours / wk	
Benefit	60%		60%	
Maximum Weekly Benefit	*$1,000*		*$1,000*	
Elimination Period for Accident	0 Days		0 Days	
Elimination Period for Sickness	7 Days		7 Days	
Benefit Duration	13 Weeks		13 Weeks	
Rate Guarantee	**Expires 9/30/2016**		**24 Months**	
Monthly Rates				
	Age Bracket	***Rate/$10***	***Age Bracket***	***Rate/$10***
Employee and Spouse Rates per $10 of Weekly Benefit	Under 25	$0.300	Under 25	$0.300
	25-29	$0.300	25-29	$0.300
	30-34	$0.300	30-34	$0.300
	35-39	$0.300	35-39	$0.300
	40-44	$0.300	40-44	$0.300
	45-49	$0.350	45-49	$0.350
	50-54	$0.400	50-54	$0.400
	55-59	$0.530	55-59	$0.530
	60-64	$0.650	60-64	$0.650
	65-69	$0.740	65-69	$0.740
	70-74	$0.810	70-74	$0.810
	75+	$0.880	75+	$0.880

City of Cocoa
Administrative Services & Reinsurance Evaluation
Effective Date: October 1, 2016
Current Medical Plan Design

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

		Current	Renewal As Is	Option 2	Option 3
		2015-2016 Self-Funded	2016-2017 Self-Funded	2016-2017 Self-Funded	2016-2017 Self-Funded
MEDICAL ASO/NETWORK FEES	EE	Cigna	Cigna	Cigna	Cigna
ASO Fee Medical	415	$46.36	$47.19	$47.19	$47.19
Annual Administration Cost		$230,873	$235,006	$235,006	$235,006
$ Increase		n/a	$4,133	$4,133	$4,133
% Increase		n/a	1.8%	1.8%	1.8%
SPECIFIC STOP LOSS	415	Cigna	Cigna	Cigna	Cigna
Coverage		Medical & Prescriptions	Medical & Prescriptions	Medical & Prescriptions	Medical & Prescriptions
Contract Terms		12/36	12/36	12/36	12/36
Specific Deductible		$125,000	$125,000	$137,500	$150,000
Lifetime/Policy Maximum		Unlimited	Unlimited	Unlimited	Unlimited
Specific Stop Loss Premium		$120.70	$132.76	$118.77	$104.44
Annual Premium		$601,086	$661,145	$591,475	$520,111
$ Increase		n/a	$60,059	-$9,611	-$80,975
% Increase		n/a	10.0%	-1.6%	-13.5%
Total Fixed Costs		$831,959	$896,151	$826,481	$755,117
$ Increase		n/a	$64,192	-$5,478	-$76,841
% Increase		n/a	7.72%	-0.66%	-9.24%

*Please note ASO Fee increases to $48.04 in year 3.

- no aggregate stop loss

Legislation Details (With Text)

File #:	16-273	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	6/24/2016		**In control:**	City Council	
On agenda:	7/12/2016		**Final action:**		
Title:	To Approve Task Order No. 2016-26 with Wade Trim, Inc. for Engineering Services During Construction of the East Peachtree Street Water Main Improvements, Project No. WS1505; To Approve as a Multi-Year Contract from FY2016 through FY2017; Pending Approval of the FY2017 Budget. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	TO-UT-Wade Trim 2016-26 (7-12-16) 16-273 T.O. 2016-26 Proposal				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 24, 2016
Agenda Date: July 12, 2016
Prepared By: Rodney Isaac, E.I., Associate Engineer
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Task Order No. 2016-26 with Wade Trim, Inc. for Engineering Services During Construction of the East Peachtree Street Water Main Improvements, Project No. WS1505; To Approve as a Multi-Year Contract from FY2016 through FY2017; Pending Approval of the FY2017 Budget

BACKGROUND:

On June 12, 2012, City Council approved RFQ Q-12-06-COC to provide engineering services for design, permitting, and services during construction of utility conveyance systems upgrades and expansions.

As part of the 2013 Water System Capital Update, water quality and fire flow issues were identified along Peachtree Street. Staff requested Wade Trim to provide the design and permitting for the replacement of approximately 1,100 Linear Feet (LF) of 6” Cast Iron Pipe (CIP) and 560 LF of 8” Asbestos Cement Pipe (ACP). The pipe replacement for this scope of work is to begin along Peachtree Street at a point just east of U.S. 1 and terminate at Indian River Drive.

On May 12, 2015, a change order was issued to Task Order 2015-17 to expand the scope of the project to include replacing approximately 500 LF of 6” CIP along Peachtree Street from U.S.1 west

to the railroad. In addition, all fire hydrants and service lines will be replaced.

City staff is requesting that City Council approve Task Order 2016-26 with Wade Trim, Inc. as a multi-year contract from FY2016 through FY2017 to provide engineering services during the construction phase of the East Peachtree Street Water Main Improvements, Project No. WS1505. Under this task, Wade Trim will support the permitting process with FDEP and FDOT, verify that the Contractor's work is in substantial compliance with the contract documents, and assist the City in responding to events that occur during the construction.

Staff recommends approval of this task order.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Multi-year Contract	Yes
Budgeted	Yes, pending of FY2017 budget
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$64,096
Account Number	421-4055-536.63-00, WS1505
Account Name	Infrastructure
Source of Funds	Operating Revenue Reserves

FUTURE FISCAL YEAR IMPACTS: FY2016 - FY2017

FY2016:	
Amount Required:	$20,000
FY2017:	
Amount Required:	$44,096
TOTAL COST FOR MULTI-YEAR CONTRACT:	$64,096

PREVIOUS ACTION:

On June 12, 2016, City Council approved RFQ-12-06-COC with Wade Trim, Inc. for engineering services for design, permitting, and services during construction of utility conveyance systems upgrades and expansions.

RECOMMENDED MOTION:

To Approve Task Order No. 2016-26 with Wade Trim, Inc. for Engineering Services During Construction of the East Peachtree Street Water Main Improvements, Project No. WS1505; To Approve as a Multi-Year Contract from FY2016 through FY2017; Pending Approval of the FY2017

Budget.

Task Order Request Form

Engr Svcs for Design, Permitting and Svcs during Construction of Utility Conveya

Name of CSA (Continuing Service Agreement)

City Bid Number: RFQ-12-06-COC **Vendor:** Wade Trim, Inc.

Dept./Division Name: Utilities/Engineering **Requestor:** Rodney Isaac Digitally signed by Rodney Isaac Date: 2016.06.24 11:34:35 -04'00' **Date:** 6/23/16

Project Number: WS1505 **Title:** Associate Engineer

Please use this section only if you are revising the original task order, which will generate a change order.

AMENDMENT

Amendment to Original Task Order No. _____ **Requested Amendment Amount:** _____

Original Task Order Amount: _____ **Total Revised Amount including all Amendments:** _____

Total number of Amendments including this one: _____

Quote/Proposal #: T.O. 2016-26 **Dated:** 6/23/16 **Amount:** $ 64,096.00

☑ Quote Attached

John "Jack" Walsh Digitally signed by John "Jack" Walsh DN: dc=org, dc=cocoall, ou=Utilities, cn=John "Jack" Walsh, email=jwalsh@cocoall.org Date: 2016.06.24 13:58:54 -04'00'

Director's Signature

Scope of Services / Justification for Amendment

The scope of this task order is to provide Engineer of Record (EOR) services during the bidding and construction phases of the East Peachtree Street Water Main Improvements project. These services include bid phase services, construction phase services limited to submittal reviews, responses to contractor Requests for Information (RFI), EOR site visits, substantial completion and final completion engineer of record certifications, FDOT and FDEP clearance and the development of Record Drawings upon the completion of the construction phase.

Design is Construction Related: ☑ Yes ☐ No **Good Faith Estimate of Construction Value:** $ 803,064.00

Documentation for Good Faith Estimate Attached ☐ Yes ☑ No

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

Task Order: ☐ Approved ☐ Disapproved

Refer to this Task # on all documentation: 2016-26

Council Approval Required: ☑ Yes ☐ No

Reason Disapproved:

Date: 6/27/16 **Signature:** Sonja Hamilton-Suarez Digitally signed by Sonja Hamilton-Suarez Date: 2016.06.27 12:28:29 -04'00' **Title:** Purchasing Manager

Sonja Hamilton-Suarez

Date: _____ **Signature:** _____ **Title:** City Manager

John A. Titkanich, Jr., AICP

1) Requestor: complete this form, save as (TASK ORDER) & save (PROPOSAL), forward to Director.
2) Director: review and approve, forward both to Procurement Card Coordinator (PCC).
3) PCC: assign a Task Order No. and forward everything to Purchasing Manager.
4) Purchasing Manager: review and approve and forward to PCC who will forward it to City Manager if it's under $50K.
5) City Manager: review all documents (if under $50K), approve and forward to PCC.
6) PCC: log the task order in the database and forward to Requestor and Department Director. All Task Orders over $50K will be sent back to Requestor to take to Council.

CITY OF COCOA, FLORIDA

TASK ORDER 2016-26
EAST PEACHTREE STREET WATER MAIN IMPROVEMENT
ENGINEER OF RECORD CONSTRUCTION SERVICES

Section I. BACKGROUND

Wade Trim was contracted by the City of Cocoa to provide construction documents for the replacement of the existing 6 & 8-inch water main along Peachtree Road from the railroad tracks east of US-1 to the US-1 west right-of-way and from the US-1 east right-of-way to Indian River Drive. The construction documents for this project included engineering plans and technical specifications.

The City of Cocoa is requesting Wade Trim to provide Engineer of Record (EOR) services during the bidding and construction phases of the East Peachtree Street Water Main Improvement. These services include bid phase services, construction phase services limited to submittal reviews, responses to contractor Requests for Information (RFI), EOR site visits, substantial completion and final completion engineer of record certifications, FDOT & FDEP clearance and the development of Record Drawings upon the completion of the construction phase.

Details of the scope of work are provided below.

Section II. SCOPE OF WORK

Wade Trim agrees to perform the following tasks:

Task A – Contractor Quote Phase Services

Contractor quote phase services are based on a period of 21 calendar days. Wade Trim will provide the following services to the City to assist in the process:

1. Answer questions posed by prospective contractor's according to the guidelines established in the quoting documents;
2. Attend one (1) pre-quote meeting and a pre-quote site visit, if needed;
3. Prepare a conformed set of documents, which update the construction documents to incorporate all the changes / clarifications identified during the quoting process.

Task B – EOR Services during the Construction Phase

For the purpose of this Scope of Services, the construction phase duration is anticipated to be 182 calendars days or 26 weeks from when the contractor is mobilized to final completion. Therefore, the construction phase effort required from the EOR is based on a 26 week (182 calendar days) duration.

Wade Trim will provide the following EOR services during the Construction phase:

Pre-Construction Conference

Wade Trim will attend the pre-construction conference with the Contractor to review the project communication, coordination, and other procedures and discuss the Contractor's general approach and requirements for the project. Within seven (7) days of the preconstruction meeting, Wade Trim will prepare and distribute meeting minutes summarizing the items discussed.

Construction Progress Meetings

Wade Trim will attend monthly meetings for the remainder of the project. The City and Contractor will track construction progress and answer Contractor questions throughout the Construction phase. A total of 6 progress meetings have been budgeted for this sub-task. Within seven (7) days of each meeting, Wade Trim will prepare and distribute meeting minutes summarizing the items discussed in each meeting.

Shop Drawings and Submittals

Wade Trim will perform the review of the shop drawings deemed required for this project. Per review of the plans detailing the effort for the water main improvements for this project, the following shop drawing and submittals are anticipated for this project:

1.	Schedule of Values	10.	Piping Accessories (services, restraints, etc)
2.	Emergency Contact Information	11.	Hydrants and accessories
3.	Hurricane Preparedness Plan	12.	Ductile Iron / PVC Pipe
4.	Submittal Log	13.	Flowable Fill Mix
5.	Baseline Project Schedule	14.	Concrete Mix
6.	Dewatering Plan	15.	Asphalt Mix
7.	List of Subcontractors	16.	Pavement Markings
8.	Video Route Survey and written report	17.	Miscellaneous electrical
9.	Valves and valve accessories	18.	Miscellaneous structural

Review of all shop drawing submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Each shop drawing review will be performed at the onset of the project and be assumed to carry over for both phases of the project with no further reviews required.

Requests for Information

Wade Trim will review the Contractor's requests for information or clarification of the construction contract when requested by the City. Responses will be delivered to the Contractor through the City. Wade Trim will provide technical interpretations of the drawings, specifications, and Contract Documents, and evaluate requested deviations from the approved design or specifications. A total of ten (10) RFIs have been budgeted for this sub-task.

Change Order Review

Wade Trim will assist the City in reviewing change orders that may be submitted by the contractor. Our efforts will involve the confirmation of the validity for the purpose of the change order along with the revised cost submitted. For the purpose of this project, five (5) change order reviews have been budgeted.

Construction Site Visits

Wade Trim will conduct site visits during the construction phase to evaluate general compliance with the requirements of the contract documents and design intent. The purpose of these site visits is to provide guidance and feedback to the construction field staff and evaluate conformance with design requirements. Wade Trim has budgeted for two (2) site visits per week for the 26 week duration of the anticipated construction phase.

Final Walkthrough Site Visits

Prior to the contractor commencing the subsequent phase on the project, the City is requiring a project phase walk through of the phase completed to identifying any punch list items upon the completion of each phase. Wade Trim will attend this walkthrough to assist in identifying and items needing to be addressed or provide direction in method to rectify. This effort will encompass all phases plus the overall project walkthrough.

Task C – Record Drawings

Wade Trim will prepare for the City record drawings showing changes made during the construction process, based on the Contractor red line mark drawings, and other data furnished by the Contractor to the Wade Trim which we consider to be significant. Wade Trim will review these changes to confirm that they comply with the original design intent.

Wade Trim will revise original drawings and submit two (2) full sized sets of record drawings. Drawings will also be provided in electronic format (PDF and AutoCAD). This effort will be performed upon the completion of each of the 2 phases on this project.

Task D – FDEP and FDOT Clearance

Prior to completion of each phase (East of US-1 and West of US-1), an FDEP Partial Clearance will be required prior to transferring the service from the 6 & 8-inch water main to the newly installed 6 & 8-inch water main. Upon the completion of the per-phase Record Drawings (Task D) Wade Trim will submit the FDEP Partial Clearance.

Upon the completion of the Record Drawings (Task D) for the work located within the FDOT right-of-way (West of US-1 phase), Wade Trim will submit to FDOT the *Record Drawings Report by Permittee's Professional Engineer* form and the appropriate Record Drawings.

Section III. OWNER / CONTRACTOR RESPONSIBILITY

The following items are, but not limited to, required from the City of Cocoa or Awarded Contractor in order to complete the above mentioned Tasks:

- Four (4) hard copies per shop drawing submittal
- Submitting and payment to any permitting agencies, including bonds associated with the permits
- Red line drawings identifying construction revisions

Section IV. DELIVERABLES

The following deliverables will be provided for each task mentioned above:

Task A – Quote Phase Services

- Provide one (1) electronic version, two (2) full-size set, and two (2) half-size sets of Conformed Construction Documents based on bid phase addenda.
- Response to RFIs throughout the quote phase

Task B – EOR Services during the Construction Phase

- Pre-Construction Conference:
  - Meeting minutes will be taken and distributed to all attendees at all construction progress meetings
- Construction Progress Meetings:
  - Meeting minutes will be taken and distributed to all attendees at all construction progress meetings
- Shop Drawings and Submittals
  - Shop drawing log and engineering review comments for each submittal
- Requests for Information
  - E-mail response for each RFI request responses
- Change Order Review
- Construction Site Visits
  - E-mail to City regarding any issues observed
- Final Walk Through Site Visits
  - Punch list during substantial and final completion

Task C – Record Drawings

- Per phase, two full sized sets of record drawings and one electronic copy of record drawings in PDF format.

Task D – FDOT & FDEP Clearance

- Submittal, as-built & application, for each of the 2 phases to the FDEP

Section IV. SCHEDULE

The anticipated schedule shown below is based on the weeks after the formal issuance of the notice to proceed by the City:

TASK	SCHEDULE
Task A: Quote Phase Services	TBD by City
Task B: EOR Services during the Construction Phase	26 Weeks
Task C: Record Drawings	Review to be completed within three (3) days of receipt from City
Task D: FDOT & FDEP Clearance	Submitted to each agency within three (3) days field completion and as-built completion.

Section V. METHOD OF COMPENSATION

The total sum amount for the scope of work described above is $64,096.00. The City shall compensate Wade Trim the fee as shown below upon submittals of the deliverables for each task order as shown in the breakdown listed below:

TASK	DESCRIPTION	FEE
A	Quote Phase Services	$7,450.00
B	EOR Services during the Construction Phase	$48,204.00
C	Record Drawings	$4,600.00
D	FDOT & FDEP Clearance	$2,592.00
	Direct Costs	$1,250.00

At the direction of the City of Cocoa, Wade Trim may be requested to provide additional services. These additional services will be billed at Wade Trim's standard hourly billing rates.

Section VII. ACCEPTANCE

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice to Proceed" for the accomplishment of this work.

Wade Trim, Inc.

Thomas S. Brzezinski, PE
Executive Vice President

6/23/16
Date

City of Cocoa, Florida

Mr. John Tikanich
City Manager

Date

WADE TRIM

Project: E Peachtree WM - EOR construction services
Client: City of Cocoa
Prepared By: CAL
Date: June 23, 2016

Project Cost Estimating Sheet

WT102-01

TASKS		Task A - Quote Phase Services	Task B - EOR Services during construction	Task C - Record Drawings	Task D - FDEP & FDOT Clearance	TOTAL	OTHER DIRECT COSTS	
CLASSIFICATION	RATE	HOURS $	HOURS $	HOURS $	HOURS $	HOURS $	Subconsultants	
C. Little PE 2	$ 132.00	24 $3,168.00	166 $21,912.00	4 $528.00	4 $528.00	198 $ 26,136.00	Aerial Photos Soils Eng. Soils Boring	
R. Cruz Engineer 3	$ 129.00	12 $1,548.00	164 $21,156.00	8 $1,032.00	16 $2,064.00	200 $ 25,800.00	Hydrogeologist Survey	
M. Horne CADD	$ 95.00	16 $1,520.00	12 $1,140.00	32 $3,040.00	0 $0.00	60 $ 5,700.00	Mechanical Electrical	
A. Schwab PE 3 (electrical)	$ 177.00	2 $354.00	8 $1,416.00	0 $0.00	0 $0.00	10 $ 1,770.00	Environmental _____	
J. White Senior Tech Prof (structural)	$ 215.00	4 $860.00	12 $2,580.00	0 $0.00	0 $0.00	16 $ 3,440.00	Sub Total	$ -
						0 $ -	Direct Cost	
						0 $ -	CADD Computers	
						0 $ -	Equipment Photocopies	
						0 $ -	Color Copies Graphics	
						0 $ -	Computer Travel	$ 1,250.00
						0 $ -	Scanner OCE Printer	
						0 $ -	Sub Total	$ 1,250.00
						0 $ -	OTHER DIRECT COSTS TOTAL	$ 1,250.00
						0 $ -	Labor Multiplier (=1 for billing rate schedule)	1.00
						0 $ -	TOTAL DIRECT LABOR	$ 62,846.00
TOTAL		58 $ 7,450.00	362 $ 48,204.00	44 $ 4,600.00	20 $ 2,592.00	484 $ 62,846.00	TOTAL COST	$ 64,096.00

Legislation Details (With Text)

File #:	16-278	**Version:**	1	**Name:**	Award Design-Build Team for Fire Station #1 Headquarters
Type:	Resolution			**Status:**	Multi-Year Contract
File created:	6/30/2016			**In control:**	City Council
On agenda:	7/12/2016			**Final action:**	
Title:	Approve a Multi-year Staff recommendation and Award the Design-Build Contract for Fire Station Number 1 to the Design-Build Team of W & J Construction Corporation, Architects RZK, Inc., MK Structural Engineering and DDC Engineering (W&J/RZK/MK/DDC) based on RFQ # Q-16-07-COC; Authorize the City Manager to negotiate and execute a multi-year and multi-phase design-build contract with W&J/RZK/MK/DDC, for design and construction services for Fire Station #1, Headquarters Building (CP16F1) located on Dixon Boulevard for a Guaranteed Maximum Price (GMP) not to exceed $3,737,689 and in a form acceptable to the City Attorney. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Scoring Sheets RFQ-16-07-COC .pdf 957-LTR-ADG Bid Evaluation & Recommendation 2016.0630.pdf CP16F1 - GMP Proposals.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 30, 2016
Agenda Date: July 12, 2016
Prepared By: Charlene Neuterman, Project Manager &
Gary Palmer, Facilities Manager
Through: Everett J. Wegerif, P.E., Public Works Director, City Engineer
Requested Action:
Approve a Multi-year Staff recommendation and Award the Design-Build Contract for Fire Station Number 1 to the Design-Build Team of W & J Construction Corporation, Architects RZK, Inc., MK Structural Engineering and DDC Engineering (W&J/RZK/MK/DDC) based on RFQ # Q-16-07-COC; Authorize the City Manager to negotiate and execute a multi-year and multi-phase design-build contract with W&J/RZK/MK/DDC, for design and construction services for Fire Station #1, Headquarters Building (CP16F1) located on Dixon Boulevard for a Guaranteed Maximum Price (GMP) not to exceed $3,737,689 and in a form acceptable to the City Attorney..

BACKGROUND:

The City of Cocoa completed a Fire Station design and location analysis in 2015 to determine the location and facility needs of the City's Fire Stations. Architects Design Group (ADG) provided the conceptual analysis for the location and spatial needs of the fire stations. Requests for Qualifications

of interested design/build teams were solicited. A total of five teams responded with qualifications submittals. Phase one of the selection process held on May 10, 2016. Three consultant groups were selected by the Fire Station Selection committee as the best-qualified teams to prepare cost proposals. ADG then prepared the Design Criteria Documents that were used for the competitive bidding by the three qualified and licensed Design-Build Contractor Teams. Proposals for RFQ # Q-16-07-COC were presented on June 29, 2016 to the selection committee. Based on the proposals and the presentation by the teams, the Design-Build Team of W&J/RZK/MK/DDC was ranked number 1 and City Staff recommend they be selected as the team to construct the Fire Administration/Headquarters Building.

The Guaranteed Maximum Price (GMP) of $3,737,689 is for the Design and Construction of the building by the selected Design-Build Team. City Staff requests that the City Manager and City Attorney execute a multi-year and multi-phase design-build contract with W&J/RZK/MK/DDC, not to exceed the GMP price proposed. Design and Value-Engineering services will begin in Fiscal Year 2016. Building construction will begin after October 1, 2016 in Fiscal Year 2017. It is expected that Value-Engineering on the ADG bid will result in savings. The contract negotiated by the City Manager will reflect these cost savings.

Expenditures for design and engineering in Fiscal Year 2016 will not exceed $200,000. Construction will begin Fiscal Year 2017 and will not exceed the GMP amount less the design fees allowed in Fiscal Year 2016 pending the Fiscal Year 2017 budget approval.
Per previous action of the City Council to authorize the issuance of bond indebtedness not to exceed $8 million, the City anticipates funding construction of the project with bond proceeds secured by the annual fire assessment. The City is currently working with the City's finance advisor, bond counsel and City Attorney's office regarding the future bond issuance. In addition, the City Attorney is currently in the process of validating the anticipated bond note and a bond validation hearing is scheduled before the court this month. The issuance and the execution of the Bond is expected to be completed in October 2016, which will allow for the recapture of all construction costs.

STRATEGIC PLAN CONNECTION:

Public Safety: Improve allocation of public safety resources to provide the most effective and efficient delivery of public safety services to all residents.

BUDGETARY IMPACT:

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

FY 2016

Amount Requested	$200,000
Account Number	301-3580-519-62-00_
Account Name	Capital Projects - Buildings
Project Number	CP16F1_

Source of Funds: Fund Balance Reserves

Pending Approval of FY 2017 Budget

Amount Requested	$3,537,689
Account Number	301-3580-519-62-00_
Account Name	Capital Projects - Buildings
Project Number	CP16F1_

Source of Funds: Debt Proceeds

PREVIOUS ACTION:

January 12, 2016 Agenda V.2 - Authorize TO 2016-16 to ADG for project delivery services for the Fire Administration/Headquarters Building.

RECOMMENDED MOTION:

Approve a Multi-year Staff recommendation and Award the Design-Build Contract for Fire Station Number 1 to the Design-Build Team of W & J Construction Corporation, Architects RZK, Inc., MK Structural Engineering and DDC Engineering (W&J/RZK/MK/DDC) based on RFQ # Q-16-07-COC; Authorize the City Manager to negotiate and execute a multi-year and multi-phase design-build contract with W&J/RZK/MK/DDC, for design and construction services for Fire Station #1, Headquarters Building (CP16F1) located on Dixon Boulevard for a Guaranteed Maximum Price (GMP) not to exceed $3,737,689 and in a form acceptable to the City Attorney.

Fire Admin/Headquarters RFQ-16-07-COC

	WJ	Certified GC	Wharton Smith
Gary	82	78.59	73.38
Ed	92	88.59	79.38
Matt	95	93.59	86.38
Gene	98	94.59	87.38
Laura	95	72.59	81.38
Total	462	427.95	407.9
Average Score	92.4	85.59	81.58

City of Cocoa Fire Headquarters/Administration/EOC **RFQ - Q-16-07-COC**

Design-Build Team Name: W&J / BZK

Address:

City:

	Maximum Points	Score
1. Project Management	20	18
**Provide Project Mgmt. plan showing how proposer will control the job **Includes Project Key Personnel **Includes Quality Control Program **Includes Summary of Safety Plan		
2. Schedule	20	18
**Includes Preliminary Design Schedule **Includes Preliminary Construction Schedule **Includes integrated design and construction "fast track" schedule		
3. Technical Proposal	20	17
**Detail proposers approach to the design criteria **Provide concept board detailing materials, components, colors and textures **Provide energy conservation/innovation techniques **Describe commissioning process **Describe environmental compliance and management program plan **Describe warranties/maintenance plan on major elements and how managed		
4. Project Cost - Base Points	30	30
**GMP is reasonable and realistic in relation to the RFP requirements **Describe any value engineering proposals 3737689 **Proposal submitted according to instructions **Includes all costs for design, surveys, engineering svcs., D-B firms quality plan, construction and all other work to complete the project **Proposer with the lowest Price Proposal will be awarded the max score of 30 pts.		
5. Innovation/Cost Savings	10	9
**Detail all innovation and cost savings proposals		10
Total Score	**100 Possible Points**	92

Evaluator: E Ulep

Date 6-30-16

City of Cocoa Fire Headquarters/Administration/EOC RFQ - Q-16-07-COC

Design-Build Team Name: WJ Construction

Address:

City:

	Maximum Points	Score
1. Project Management	20	18
**Provide Project Mgmt. plan showing how proposer will control the job **Includes Project Key Personnel **Includes Quality Control Program **Includes Summary of Safety Plan		
2. Schedule	20	20
**Includes Preliminary Design Schedule **Includes Preliminary Construction Schedule **Includes integrated design and construction "fast track" schedule		
3. Technical Proposal	20	20
**Detail proposers approach to the design criteria **Provide concept board detailing materials, components, colors and textures **Provide energy conservation/innovation techniques **Describe commissioning process **Describe environmental compliance and management program plan **Describe warranties/maintenance plan on major elements and how managed		
4. Project Cost - Base Points	30	30
**GMP is reasonable and realistic in relation to the RFP requirements **Describe any value engineering proposals **Proposal submitted according to instructions **Includes all costs for design, surveys, engineering svcs., D-B firms quality plan, construction and all other work to complete the project **Proposer with the lowest Price Proposal will be awarded the max score of 30 pts.		
5. Innovation/Cost Savings	10	10
**Detail all innovation and cost savings proposals		
Total Score	**100 Possible Points**	98

Evaluator: [signature]

Date 6/29/16

City of Cocoa Fire Headquarters/Administration/EOC **RFQ - Q-16-07-COC**

Design-Build Team Name: WJ Construction
Address: 1038 Hurvin Way, Suite 120
City: Rockledge, FL 32955

	Maximum Points	Score
1. Project Management	20	18
**Provide Project Mgmt. plan showing how proposer will control the job **Includes Project Key Personnel **Includes Quality Control Program **Includes Summary of Safety Plan		
2. Schedule	20	18
**Includes Preliminary Design Schedule **Includes Preliminary Construction Schedule **Includes integrated design and construction "fast track" schedule		
3. Technical Proposal	20	19
**Detail proposers approach to the design criteria **Provide concept board detailing materials, components, colors and textures **Provide energy conservation/innovation techniques **Describe commissioning process **Describe environmental compliance and management program plan **Describe warranties/maintenance plan on major elements and how managed		
4. Project Cost - Base Points	30	30
**GMP is reasonable and realistic in relation to the RFP requirements **Describe any value engineering proposals **Proposal submitted according to instructions **Includes all costs for design, surveys, engineering svcs., D-B firms quality plan, construction and all other work to complete the project **Proposer with the lowest Price Proposal will be awarded the max score of 30 pts.		
5. Innovation/Cost Savings	10	10
**Detail all innovation and cost savings proposals		
Total Score	**100 Possible Points**	95

Evaluator: Matthew Fuhrer Date 6-29-2016

City of Cocoa Fire Headquarters/Administration/EOC **RFQ - Q-16-07-COC**

Design-Build Team Name: W&J / RZK / MK / & ddc

Address:

City: Cocoa, FL

	Maximum Points	Score
1. Project Management	20	20
**Provide Project Mgmt. plan showing how proposer will control the job **Includes Project Key Personnel ✓ **Includes Quality Control Program ✓ **Includes Summary of Safety Plan ✓ — weekly proj. mtgs		
2. Schedule	20	20
**Includes Preliminary Design Schedule — Design, permitting & actual construction spelled out thoroughly **Includes Preliminary Construction Schedule **Includes integrated design and construction "fast track" schedule		
3. Technical Proposal	20	17
**Detail proposers approach to the design criteria **Provide concept board detailing materials, components, colors and textures ✓ **Provide energy conservation/innovation techniques ✓ **Describe commissioning process ✓ **Describe environmental compliance and management program plan ✓ (green design is optional) **Describe warranties/maintenance plan on major elements and how managed ✓ Roof 20 yr, Ceiling 10 yr, Windows 2 yr		
4. Project Cost - Base Points 30	30	30
**GMP is reasonable and realistic in relation to the RFP requirements **Describe any value engineering proposals ✓ — W&J **Proposal submitted according to instructions ? **Includes all costs for design, surveys, engineering svcs., D-B firms quality plan, construction and all other work to complete the project **Proposer with the lowest Price Proposal will be awarded the max score of 30 pts.		
5. Innovation/Cost Savings	10	8
**Detail all innovation and cost savings proposals – relatively clear ideas provided		
Total Score	100 Possible Points	95.00

Evaluator: Ron C

Date 6/26/14

- includes A/V allowance (50K & 75K)
- Does not include impact & utility fees

1
40.00
17.00
30.00
8.00
95.00

question on board

City of Cocoa Fire Headquarters/Administration/EOC **RFQ - Q-16-07-COC**

Design-Build Team Name: W+J

Address: 1038 Harvin Way, Suite 120

City: Rockledge, Fl 32955

	Maximum Points	Score
1. Project Management	20	18
**Provide Project Mgmt. plan showing how proposer will control the job 1		
**Includes Project Key Personnel 4		
**Includes Quality Control Program 3 (18)		
**Includes Summary of Safety Plan 10		
2. Schedule	20	15
**Includes Preliminary Design Schedule 274		
**Includes Preliminary Construction Schedule (15)		
**Includes integrated design and construction "fast track" schedule		
3. Technical Proposal	20	10
**Detail proposers approach to the design criteria		
**Provide concept board detailing materials, components, colors and textures 5		
**Provide energy conservation/innovation techniques 3		
**Describe commissioning process (10)		
**Describe environmental compliance and management program plan		
**Describe warranties/maintenance plan on major elements and how managed 2		
4. Project Cost - Base Points	30	30
**GMP is reasonable and realistic in relation to the RFP requirements		
**Describe any value engineering proposals 3,737,689		
**Proposal submitted according to instructions		
**Includes all costs for design, surveys, engineering svcs., D-B firms quality plan, construction and all other work to complete the project		
**Proposer with the lowest Price Proposal will be awarded the max score of 30 pts.		
5. Innovation/Cost Savings	10	9
**Detail all innovation and cost savings proposals 350,000		
Total Score	**100 Possible Points**	82

Evaluator: Gary Palmer

Date 6/29/16

City of Cocoa Fire Headquarters/Administration/EOC **RFQ - Q-16-07-COC**

Design-Build Team Name: Wharton Smith / BRPH

Address:

City:

	Maximum Points	Score
1. Project Management	**20**	15
**Provide Project Mgmt. plan showing how proposer will control the job **Includes Project Key Personnel **Includes Quality Control Program **Includes Summary of Safety Plan		
2. Schedule	**20**	17
**Includes Preliminary Design Schedule **Includes Preliminary Construction Schedule **Includes integrated design and construction "fast track" schedule		
3. Technical Proposal	**20**	15
**Detail proposers approach to the design criteria **Provide concept board detailing materials, components, colors and textures **Provide energy conservation/innovation techniques **Describe commissioning process **Describe environmental compliance and management program plan **Describe warranties/maintenance plan on major elements and how managed		
4. Project Cost - Base Points	**30**	24.38
**GMP is reasonable and realistic in relation to the RFP requirements 7737689 / 4,600,000 **Describe any value engineering proposals **Proposal submitted according to instructions **Includes all costs for design, surveys, engineering svcs., D-B firms quality plan, construction and all other work to complete the project **Proposer with the lowest Price Proposal will be awarded the max score of 30 pts.		
5. Innovation/Cost Savings	**10**	8
**Detail all innovation and cost savings proposals		
Total Score	**100 Possible Points**	79.38

Evaluator: E Mayer

Date 6-30-16

City of Cocoa Fire Headquarters/Administration/EOC RFQ - Q-16-07-COC

Design-Build Team Name: Wharton-Smith Inc (WS)

Address:

City:

	Maximum Points	Score
1. Project Management	20	18
**Provide Project Mgmt. plan showing how proposer will control the job **Includes Project Key Personnel **Includes Quality Control Program **Includes Summary of Safety Plan		
2. Schedule	20	20
**Includes Preliminary Design Schedule **Includes Preliminary Construction Schedule **Includes integrated design and construction "fast track" schedule		
3. Technical Proposal	20	15
**Detail proposers approach to the design criteria **Provide concept board detailing materials, components, colors and textures **Provide energy conservation/innovation techniques **Describe commissioning process **Describe environmental compliance and management program plan **Describe warranties/maintenance plan on major elements and how managed		
4. Project Cost - Base Points	30	24.38
**GMP is reasonable and realistic in relation to the RFP requirements **Describe any value engineering proposals **Proposal submitted according to instructions **Includes all costs for design, surveys, engineering svcs., D-B firms quality plan, construction and all other work to complete the project **Proposer with the lowest Price Proposal will be awarded the max score of 30 pts.		
5. Innovation/Cost Savings	10	10
**Detail all innovation and cost savings proposals		
Total Score	**100 Possible Points**	87.38

Evaluator: [signature]

Date 6/29/16

City of Cocoa Fire Headquarters/Administration/EOC **RFQ - Q-16-07-COC**

Design-Build Team Name: Wharton Smith
Address: 750 Monroe Road
City: Sanford, FL 32771

	Maximum Points	Score
1. Project Management	20	19
**Provide Project Mgmt. plan showing how proposer will control the job **Includes Project Key Personnel **Includes Quality Control Program **Includes Summary of Safety Plan		
2. Schedule	20	18
**Includes Preliminary Design Schedule **Includes Preliminary Construction Schedule **Includes integrated design and construction "fast track" schedule		
3. Technical Proposal	20	17
**Detail proposers approach to the design criteria **Provide concept board detailing materials, components, colors and textures **Provide energy conservation/innovation techniques **Describe commissioning process **Describe environmental compliance and management program plan **Describe warranties/maintenance plan on major elements and how managed		
4. Project Cost - Base Points	30	24.38
**GMP is reasonable and realistic in relation to the RFP requirements **Describe any value engineering proposals **Proposal submitted according to instructions **Includes all costs for design, surveys, engineering svcs., D-B firms quality plan, construction and all other work to complete the project **Proposer with the lowest Price Proposal will be awarded the max score of 30 pts.		
5. Innovation/Cost Savings	10	8
**Detail all innovation and cost savings proposals		
Total Score	**100 Possible Points**	86.38

Evaluator: Matthew Fuhrer

Date 6-29-2016

City of Cocoa Fire Headquarters/Administration/EOC **RFQ - Q-16-07-COC**

Design-Build Team Name: Wharton-Smith / BRPH

Address:

City: Sanford, FL

	Maximum Points	Score
1. Project Management	20	15
**Provide Project Mgmt. plan showing how proposer will control the job **Includes Project Key Personnel ✓ **Includes Quality Control Program ✓ **Includes Summary of Safety Plan ✓	proj. updates are on line no mention of mtg w/ the city - monthly city mtgs per PPT presentation	
2. Schedule	20	20
**Includes Preliminary Design Schedule ✓ **Includes Preliminary Construction Schedule ✓ thorough schedule **Includes integrated design and construction "fast track" schedule ✓		
3. Technical Proposal	20	15
**Detail proposers approach to the design criteria **Provide concept board detailing materials, components, colors and textures - NO **Provide energy conservation/innovation techniques meh - no real detail - mediocre **Describe commissioning process ✓ **Describe environmental compliance and management program plan - No SWPPP only LEED ideas - mediocre **Describe warranties/maintenance plan on major elements and how managed - owner training		
4. Project Cost - Base Points 24.38	30	24.38
**GMP is reasonable and realistic in relation to the RFP requirements **Describe any value engineering proposals - little detail provided Wharton **Proposal submitted according to instructions **Includes all costs for design, surveys, engineering svcs., D-B firms quality plan, construction and all other work to complete the project **Proposer with the lowest Price Proposal will be awarded the max score of 30 pts.		
5. Innovation/Cost Savings	10	7
**Detail all innovation and cost savings proposals - mediocre		
Total Score	**100 Possible Points**	81.38

Evaluator: Ran

Date 6/29/16

completed work w/in 324 days of Bldg. permit

20.00
30.00
24.38
7.00
81.38

Question on bell

City of Cocoa Fire Headquarters/Administration/EOC **RFQ - Q-16-07-COC**

Design-Build Team Name: Wharton - Smith
Address: 750 Monroe Road
City: Sanford Fl 32771

	Maximum Points	Score
1. Project Management	20	16
**Provide Project Mgmt. plan showing how proposer will control the job **Includes Project Key Personnel **Includes Quality Control Program **Includes Summary of Safety Plan		
2. Schedule	20	15
**Includes Preliminary Design Schedule **Includes Preliminary Construction Schedule **Includes integrated design and construction "fast track" schedule		
3. Technical Proposal	20	9
**Detail proposers approach to the design criteria **Provide concept board detailing materials, components, colors and textures **Provide energy conservation/innovation techniques **Describe commissioning process **Describe environmental compliance and management program plan **Describe warranties/maintenance plan on major elements and how managed		
4. Project Cost - Base Points	30	24.38 3
**GMP is reasonable and realistic in relation to the RFP requirements **Describe any value engineering proposals 4,600,000.00 **Proposal submitted according to instructions **Includes all costs for design, surveys, engineering svcs., D-B firms quality plan, construction and all other work to complete the project **Proposer with the lowest Price Proposal will be awarded the max score of 30 pts.		
5. Innovation/Cost Savings	10	9
**Detail all innovation and cost savings proposals 367,000		
Total Score	**100 Possible Points**	73.38

Evaluator: Gary Palmer Date 6/29/16

City of Cocoa Fire Headquarters/Administration/EOC **RFQ - Q-16-07-COC**

Design-Build Team Name: Certified

Address:

City:

	Maximum Points	Score
1. Project Management	20	17
**Provide Project Mgmt. plan showing how proposer will control the job **Includes Project Key Personnel **Includes Quality Control Program **Includes Summary of Safety Plan		
2. Schedule	20	20
**Includes Preliminary Design Schedule **Includes Preliminary Construction Schedule **Includes integrated design and construction "fast track" schedule		
3. Technical Proposal	20	15
**Detail proposers approach to the design criteria **Provide concept board detailing materials, components, colors and textures **Provide energy conservation/innovation techniques **Describe commissioning process **Describe environmental compliance and management program plan **Describe warranties/maintenance plan on major elements and how managed		
4. Project Cost - Base Points	30	27.59
**GMP is reasonable and realistic in relation to the RFP requirements **Describe any value engineering proposals 3737689 / 4064,436 **Proposal submitted according to instructions **Includes all costs for design, surveys, engineering svcs., D-B firms quality plan, construction and all other work to complete the project **Proposer with the lowest Price Proposal will be awarded the max score of 30 pts.		
5. Innovation/Cost Savings	10	9
**Detail all innovation and cost savings proposals		
Total Score	**100 Possible Points**	88.59

Evaluator: _____ **Date** 6-30-16

City of Cocoa Fire Headquarters/Administration/EOC RFQ - Q-16-07-COC

Design-Build Team Name: Certified General Contractors, Inc.

Address:

City:

	Maximum Points	Score
1. Project Management	20	20
**Provide Project Mgmt. plan showing how proposer will control the job **Includes Project Key Personnel **Includes Quality Control Program **Includes Summary of Safety Plan		
2. Schedule	20	20
**Includes Preliminary Design Schedule **Includes Preliminary Construction Schedule **Includes integrated design and construction "fast track" schedule		
3. Technical Proposal	20	18
**Detail proposers approach to the design criteria **Provide concept board detailing materials, components, colors and textures **Provide energy conservation/innovation techniques **Describe commissioning process **Describe environmental compliance and management program plan **Describe warranties/maintenance plan on major elements and how managed		
4. Project Cost - Base Points	30	27.59
**GMP is reasonable and realistic in relation to the RFP requirements **Describe any value engineering proposals **Proposal submitted according to instructions **Includes all costs for design, surveys, engineering svcs., D-B firms quality plan, construction and all other work to complete the project **Proposer with the lowest Price Proposal will be awarded the max score of 30 pts.		
5. Innovation/Cost Savings	10	10
**Detail all innovation and cost savings proposals		
Total Score	100 Possible Points	95.59

Evaluator: Steve Francis

Date 4/29/16

City of Cocoa Fire Headquarters/Administration/EOC **RFQ - Q-16-07-COC**

Design-Build Team Name: Certified General Contractors
Address: 730 E. Strawbridge Ave., Suite 100
City: Melbourne, FL 32901

	Maximum Points	Score
1. Project Management	20	20
**Provide Project Mgmt. plan showing how proposer will control the job **Includes Project Key Personnel **Includes Quality Control Program **Includes Summary of Safety Plan		
2. Schedule	20	19
**Includes Preliminary Design Schedule **Includes Preliminary Construction Schedule **Includes integrated design and construction "fast track" schedule		
3. Technical Proposal	20	18
**Detail proposers approach to the design criteria **Provide concept board detailing materials, components, colors and textures **Provide energy conservation/innovation techniques **Describe commissioning process **Describe environmental compliance and management program plan **Describe warranties/maintenance plan on major elements and how managed		
4. Project Cost - Base Points	30	27.59
**GMP is reasonable and realistic in relation to the RFP requirements **Describe any value engineering proposals **Proposal submitted according to instructions **Includes all costs for design, surveys, engineering svcs., D-B firms quality plan, construction and all other work to complete the project **Proposer with the lowest Price Proposal will be awarded the max score of 30 pts.		
5. Innovation/Cost Savings	10	9
**Detail all innovation and cost savings proposals		
Total Score	**100 Possible Points**	93.59

Evaluator: Matthew Fuhrer

Date 6-29-2016

City of Cocoa Fire Headquarters/Administration/EOC RFQ - Q-16-07-COC

Design-Build Team Name: Certified / DNA / Const. Engr. Group
Address:
City: Melbourne, FL

	Maximum Points	Score
1. Project Management	20	20
0 **Provide Project Mgmt. plan showing how proposer will control the job ✓ **Includes Project Key Personnel ✓ **Includes Quality Control Program ✓ **Includes Summary of Safety Plan ✓		
2. Schedule	20	10
0 **Includes Preliminary Design Schedule > very brief → they have clear & gross for the same date as plan submittal to the City **Includes Preliminary Construction Schedule **Includes integrated design and construction "fast track" schedule - NO		
3. Technical Proposal	20	10
0 **Detail proposers approach to the design criteria ✓ **Provide concept board detailing materials, components, colors and textures - NO **Provide energy conservation/innovation techniques - NO **Describe commissioning process ✓ **Describe environmental compliance and management program plan ✓ **Describe warranties/maintenance plan on major elements and how managed - only providing manuals @ 5yr Roof		
4. Project Cost - Base Points	30	27.59
**GMP is reasonable and realistic in relation to the RFP requirements idk **Describe any value engineering proposals - mediocre **Proposal submitted according to instructions - **Includes all costs for design, surveys, engineering svcs., D-B firms quality plan, construction and all other work to complete the project ✓ **Proposer with the lowest Price Proposal will be awarded the max score of 30 pts.		
5. Innovation/Cost Savings	10	5
0 **Detail all innovation and cost savings proposals - NO detailed explaination		
Total Score	100 Possible Points	72.59

27.59 $4,064,436
Certified value: 3,686,279

Evaluator: Ranking Date 6/29/16

Includes impact fees (50K)
No utility fees
No A/V
Includes communication tower

40.00
27.59
5.00
72.59

Zero change orders per PPT presentation

City of Cocoa Fire Headquarters/Administration/EOC **RFQ - Q-16-07-COC**

Design-Build Team Name: Certified General Contractor
Address: 730 E. Strawbridge Ave Suite 100
City: Melbourne, Fl 32901

	Maximum Points	Score
1. Project Management	20	16
**Provide Project Mgmt. plan showing how proposer will control the job 4		
**Includes Project Key Personnel 4		
**Includes Quality Control Program 4		
**Includes Summary of Safety Plan 4		
2. Schedule	20	15
**Includes Preliminary Design Schedule		
**Includes Preliminary Construction Schedule 15		
**Includes integrated design and construction "fast track" schedule		
3. Technical Proposal	20	11
**Detail proposers approach to the design criteria 5		
**Provide concept board detailing materials, components, colors and textures 2		
**Provide energy conservation/innovation techniques 0		
**Describe commissioning process 0		
**Describe environmental compliance and management program plan 1		
**Describe warranties/maintenance plan on major elements and how managed 3		
4. Project Cost - Base Points	30	27.59
**GMP is reasonable and realistic in relation to the RFP requirements		
**Describe any value engineering proposals 4,064,436.00		
**Proposal submitted according to instructions		
**Includes all costs for design, surveys, engineering svcs., D-B firms quality plan, construction and all other work to complete the project		
**Proposer with the lowest Price Proposal will be awarded the max score of 30 pts.		
5. Innovation/Cost Savings	10	9
**Detail all innovation and cost savings proposals 378,157.		
Total Score	100 Possible Points	78.59

Evaluator: Gary Palmer **Date** 6/29/16

Architects Design Group
AAC001197

Architects and Planners

I.S.K. Reeves V, F.A.I.A.
Chief Executive Officer

Ian Reeves, A.I.A.
President

Kevin Ratigan, A.I.A., LEED AP
Senior Vice President

Tonya Cronin
Chief Administrative Officer

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Dallas, Texas:
4131 North Central Expressway
Suite 200
Dallas, Texas 75204
Tel: 469.458.3438

email: adg@adgusa.org
www.adgusa.org

June 30, 2016

Mr. Gary Palmer
Capital Projects Division Manager
Public Works Department
City of Cocoa
155 Wilson Ave.
Cocoa FL 32922

RE: RFQ No. Q-16-07-COC Bid Presentation Evaluation & Recommendation for Fire Station #1, Headquarters
ADG Project No. 957-14 / 1.4, 1.18

Dear Mr. Palmer,

Architects Design Group attended the Fire Station #1 Headquarters Oral Presentations and the Public Selection Committee meetings held on January 29, 2016 for evaluation of RFQ No. Q-16-07-COC. Having evaluated the presentations and based on the compliance with the presentation criteria, ADG recommends acceptance of the apparent low bid, submitted by W & J Construction Corporation. Further research of W & J Construction Corporation through the Florida Department of Business and Professional Regulations indicates they hold a current valid contractor's license with no formal complaints listed.

It is important to note that the majority of the fire station design experience as presented was previous work by their Architectural Design Assistant for another firm. It will be very important moving forward for the City to monitor and be fully engaged in their work throughout the Project. We look forward to working with the City's selected bidder. Please contact us if you have any questions.

Sincerely,

Domingo (Sonny) Fornoles, AIA, NCARB
Associate
Senior Project Manager

CC: Chief Gene Prince, City of Coca Fire Department
Ed Wegerif, Public Works Director/City Engineer – City of Cocoa
Susan Gantt, AIA, LEED AP, Sr. Vice President – ADG
File

COPY

PRICE PROPOSAL

FIRESTATION #1, HEADQUARTERS
City of Cocoa
RFQ NO. Q-16-07-COC

Proposal of W&J Construction Corp.
(Name)

1038 Harvin Way, Suite 120 Rockledge, FL 32955
(Address)

to furnish all materials, service, equipment, and labor required, for the **FIRE STATION #1 HEADQUARTERS** project as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Bidders:

The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The undersigned agrees to do all of the work called for by said plans and specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

GMP (FIRE STATION #1)	**$** 3,737,689.00

GUARANTEED MAXIMUM PRICE Three million, seven hundred thirty seven thousand, six hundred eight nine dollars and zero cents (DOLLARS)
(WRITTEN IN WORDS)

* Excludes impact fees and utility company fees
* Includes allowance of $75,000 for A/V

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section VI, General Conditions)

2) The commencement and completion reflects the design-build process; 8 weeks from Notice to Proceed or Purchase Order (PO) to Design-Builder completion of design and submittal of permit documents. The Design Builder will be required to commence work under this contract within ten (10) calendar days after the date of receipt by them of Notice to Proceed or Purchase Order, and substantially complete the work within two hundred seventy-four (274) days of receipt of building permit and totally complete all work in its entirety within three hundred four (304) days of building permit. The Design Builder agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of five hundred ($500.00) per calendar day.

Receipt of Addenda Number(s) 1-4 is acknowledged.

Dated this 28th day of June, 2016.

W&J Construction Corp.
(Company or Corporation Name)

1038 Harvin Way, Suite 120
(Street or P.O. Box)

Rockledge, FL 32955
(City, State and Zip Code)

321.632.7660
(Area Code and Phone Number)

321.632.5927
(Area Code and Fax Number)

erik@wjconstruction.com
(Email Address)

By Nick Witek, President
(Name Printed and Title)

Nick Witek
(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Nick Witek who, after first being sworn by me,

affixed his/her signature in the space provided above on this 28th day of

June, 2016.

Shelley Sutherland
(Notary Public)

My commission Expires:

SHELLEY D. SUTHERLAND
MY COMMISSION # FF 224378
EXPIRES: June 8, 2019
Bonded Thru Notary Public Underwriters

PRICE PROPOSAL

FIRESTATION #1, HEADQUARTERS
City of Cocoa
RFQ NO. Q-16-07-COC

Proposal of **Certified General Contractors, Inc.**
(Name)

730 E. Strawbridge Ave., Suite 100 - Melbourne, FL 32901
(Address)

to furnish all materials, service, equipment, and labor required, for the **FIRE STATION #1 HEADQUARTERS** project as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Bidders:

The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The undersigned agrees to do all of the work called for by said plans and specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

GMP (FIRE STATION #1)	**$ 4,064,436.00**

GUARANTEED MAXIMUM PRICE **Four Million Sixty-Four Thousand Four Hundred and Thiry Six** (DOLLARS)
(WRITTEN IN WORDS)

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section VI, General Conditions)

2) The commencement and completion reflects the design-build process; 8 weeks from Notice to Proceed or Purchase Order (PO) to Design-Builder completion of design and submittal of permit documents. The Design Builder will be required to commence work under this contract within ten (10) calendar days after the date of receipt by them of Notice to Proceed or Purchase Order, and substantially complete the work within two hundred seventy-four (274) days of receipt of building permit and totally complete all work in its entirety within three hundred four (304) days of building permit. The Design Builder agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of five hundred ($500.00) per calendar day.

Receipt of Addenda Number(s) **1,2,3,4** is acknowledged.

Dated this **28th** day of **June**, 2016.

Certified General Contractors, Inc.
(Company or Corporation Name)

730 E. Strawbridge Ave., Suite 100
(Street or P.O. Box)

Melbourne, FL 32901
(City, State and Zip Code)

321-403-1952
(Area Code and Phone Number)

321-724-4659
(Area Code and Fax Number)

Abroadway@cgcflorida.com
(Email Address)

By **Adam Broadway**
(Name Printed and Title)

PRES.
(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Adam Broadway who, after first being sworn by me,

affixed his/her signature in the space provided above on this 28 day of

June, 2016.

(Notary Public)

My commission Expires: 4/18/2020

TINA M JENICEK
Notary Public - State of Florida
Commission # FF 983190
My Comm. Expires Apr 18, 2020

PRICE PROPOSAL

FIRESTATION #1, HEADQUARTERS
City of Cocoa
RFQ NO. Q-16-07-COC

Proposal of Wharton-Smith, Inc.
(Name)

750 Monroe Road, Sanford, FL 32771
(Address)

to furnish all materials, service, equipment, and labor required, for the **FIRE STATION #1 HEADQUARTERS** project as specified in the bid documents.

TO: Purchasing Manager
City of Cocoa
65 Stone Street
Cocoa, Florida 32922

Bidders:

The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The undersigned agrees to do all of the work called for by said plans and specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

GMP (FIRE STATION #1)	$ 4,600,000.00

GUARANTEED MAXIMUM PRICE Four million and Six hundred thousand (DOLLARS)
(WRITTEN IN WORDS)

FAILURE TO COMPLETE THE ABOVE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

The undersigned also agrees as follows:

1) The Contractor shall procure and shall maintain the City's insurance requirement during the life of this Contract. (See Section VI, General Conditions)

2) The commencement and completion reflects the design-build process; 8 weeks from Notice to Proceed or Purchase Order (PO) to Design-Builder completion of design and submittal of permit documents. The Design Builder will be required to commence work under this contract within ten (10) calendar days after the date of receipt by them of Notice to Proceed or Purchase Order, and substantially complete the work within two hundred seventy-four (274) days of receipt of building permit and totally complete all work in its entirety within three hundred four (304) days of building permit. The Design Builder agrees to reimburse the City of Cocoa, Florida, as liquidated damages for each calendar day elapsing between the date herein specified as the day of substantial or full completion and the actual day of such completion of the contract work, the amount of five hundred ($500.00) per calendar day.

Receipt of Addenda Number(s) 001 - 004 is acknowledged.

Dated this 28th day of June, 2016.

Wharton-Smith, Inc.
(Company or Corporation Name)

750 Monroe Road
(Street or P.O. Box)

Sanford, FL 32771
(City, State and Zip Code)

(407) 321-8410
(Area Code and Phone Number)

(407) 829-4453
(Area Code and Fax Number)

dcrafton@whartonsmith.com
(Email Address)

DEBORAH L. MANCUSI
Notary Public - State of Florida
My Commission Expires May 12, 2017
Commission # EE 882669

By Darin Crafton, Vice President - Commercial
(Name Printed and Title)

(Signature)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Darin Crafton, Vice President - Commercial who, after first being sworn by me,

affixed his/her signature in the space provided above on this 28th day of

June, 2016.

Deborah L. Mancusi
(Notary Public)

My commission Expires: May 12, 2017

Legislation Details (With Text)

File #:	16-288	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/30/2016			**In control:**	City Council
On agenda:	7/12/2016			**Final action:**	
Title:	Cocoa Police Department District Event statistics. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	May 2016 Council report by district.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 30, 2016
Agenda Date: July 12, 2016
Prepared By: Charlene Jenkins, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Cocoa Police Department District Event statistics for Council Information

BACKGROUND:

Council requested a monthly breakdown of event statistics by District. This report illustrates total incidents, reports written, and Patrol checks. It also shows Incidents and Case Reports by shift, hour of the day and the total crimes that are Uniform Crime reportable. Attached is the May 2016 report.

STRATEGIC PLAN CONNECTION:

Crime

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Cocoa Police Department District Event statistics for Council Information

Cocoa Police Department
Council Report

May 2016

Prepared by Dailaity Henson

Contents

Findings Summary 3
Total Patrol Checks and Case Reports for the City of Cocoa 4
District 1 Case Reports 5
District 2 Case Reports 6
District 3 Case Reports 6
District 4 Case Reports 8
Locations of Incidents 9
Incidents and Case Reports by Shift 10
Incidents and Case Reports by Hour 11
Total UCR Offenses by Month - 2016, 2015, & 2014 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

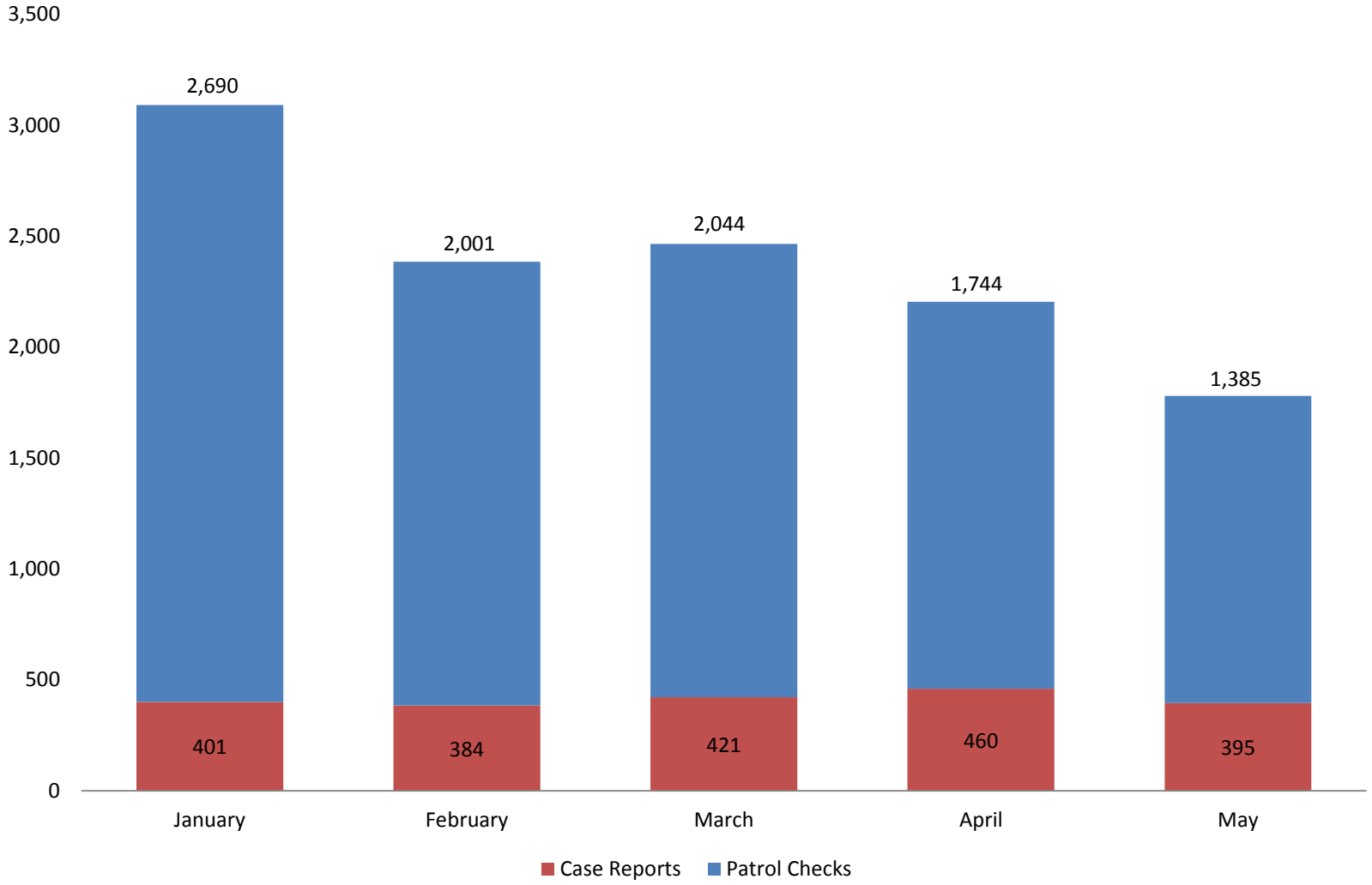
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for May 2016. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2014, 2015, and 2016.

- 4,030 incidents
- 395 Case Reports (10% of incidents)
  - 273 Criminal Case Reports (69% of all case reports)
  - 122 Non-Criminal Case Reports (31% of case reports)
  - 156 Criminal Case Reports were closed by Arrests/Capias Requests (57% of criminal case reports)
  - 102 Non-Criminal Case Reports were closed by Arrests/Capias Request (83% of non-criminal cases reports)
- 2,109 incidents were initiated by police officers (52%)
- District 1 experienced the most cases with a total of 132
- District 3 experienced the fewest cases with a total of 36
- Larceny Offenses have ***decreased*** by a 36% from the previous month
- Stolen Vehicle Offenses have ***decreased*** by a 50% from the previous month
- Overall, UCR offenses have ***decreased*** from the previous month by an 10%

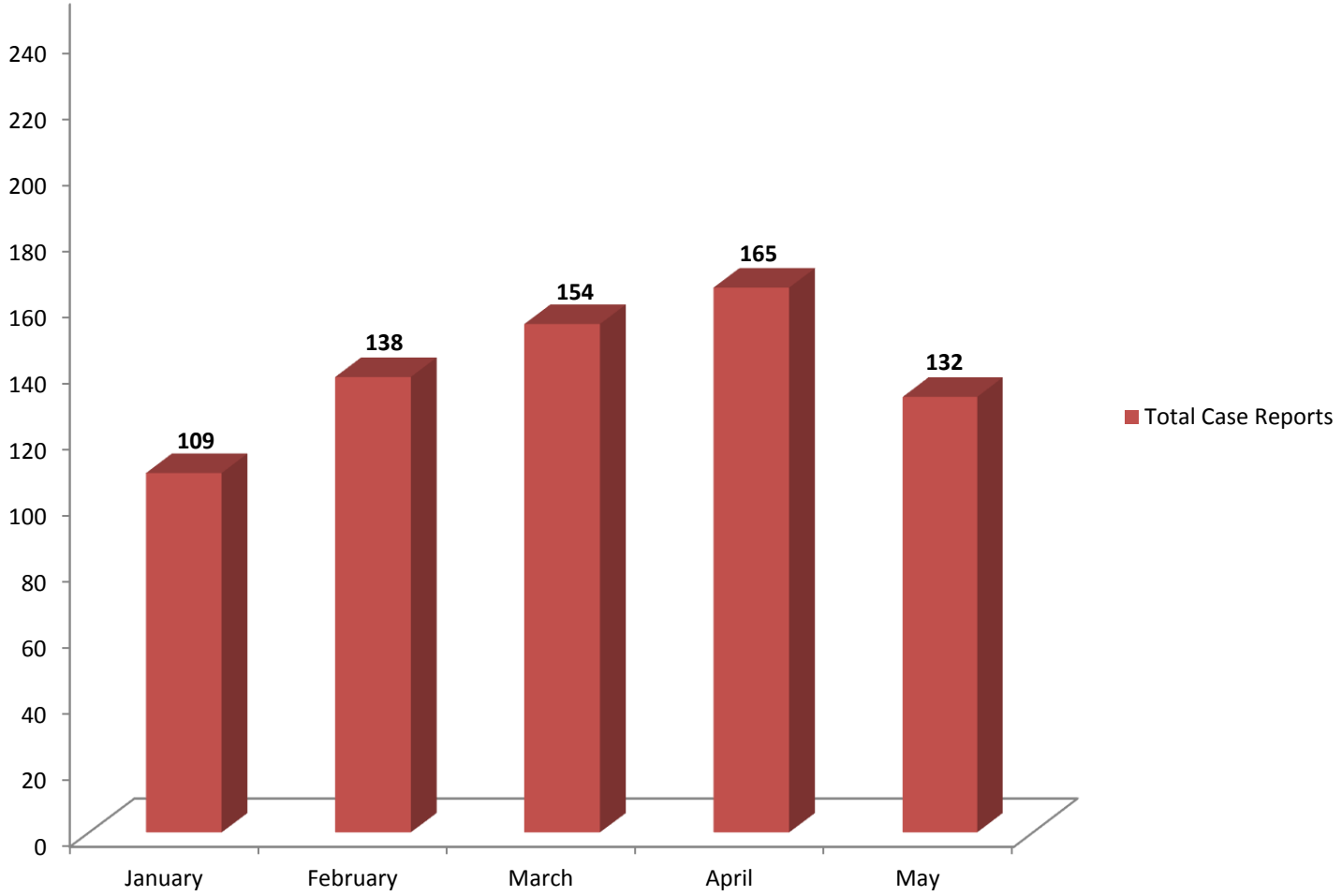
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



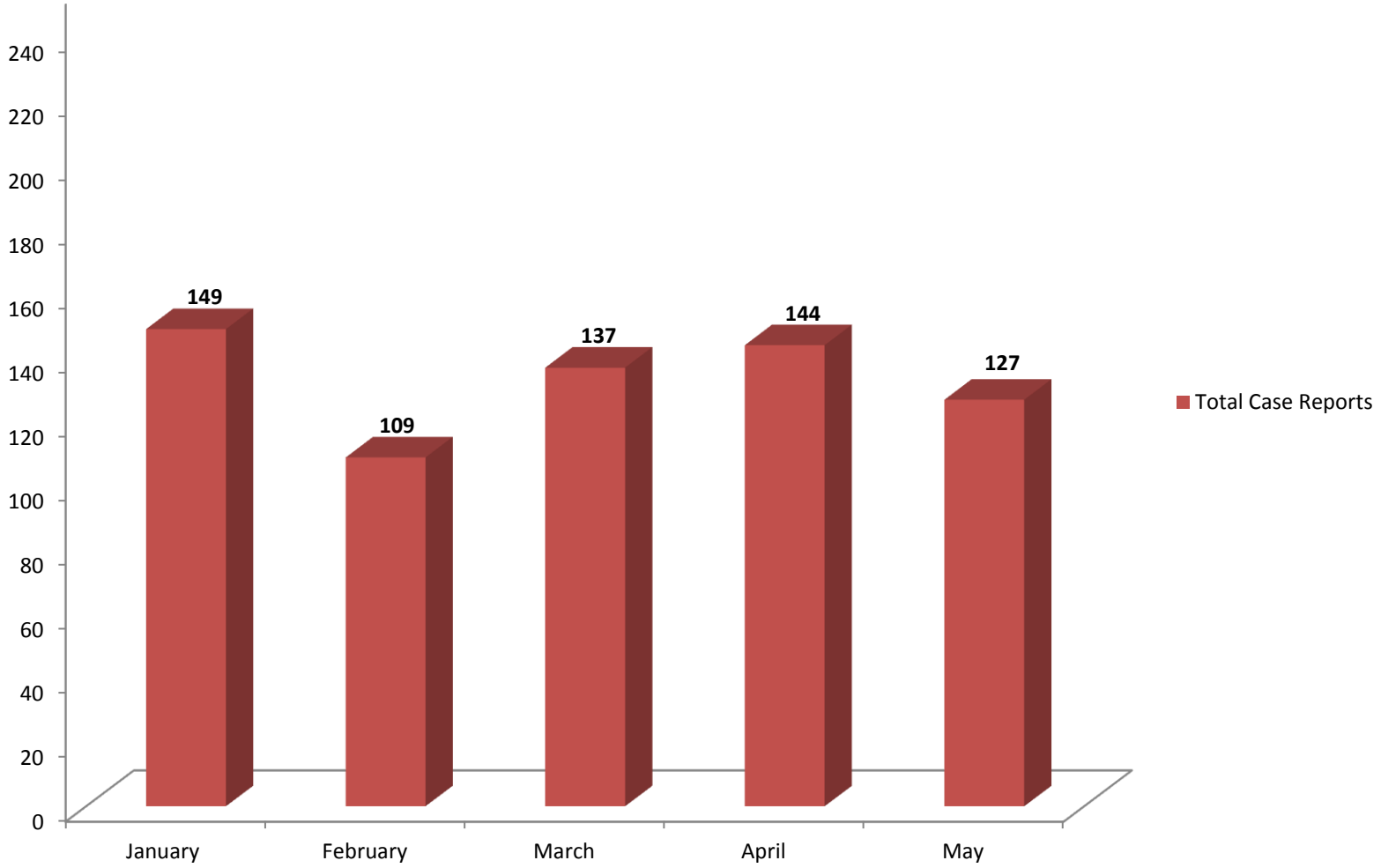
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



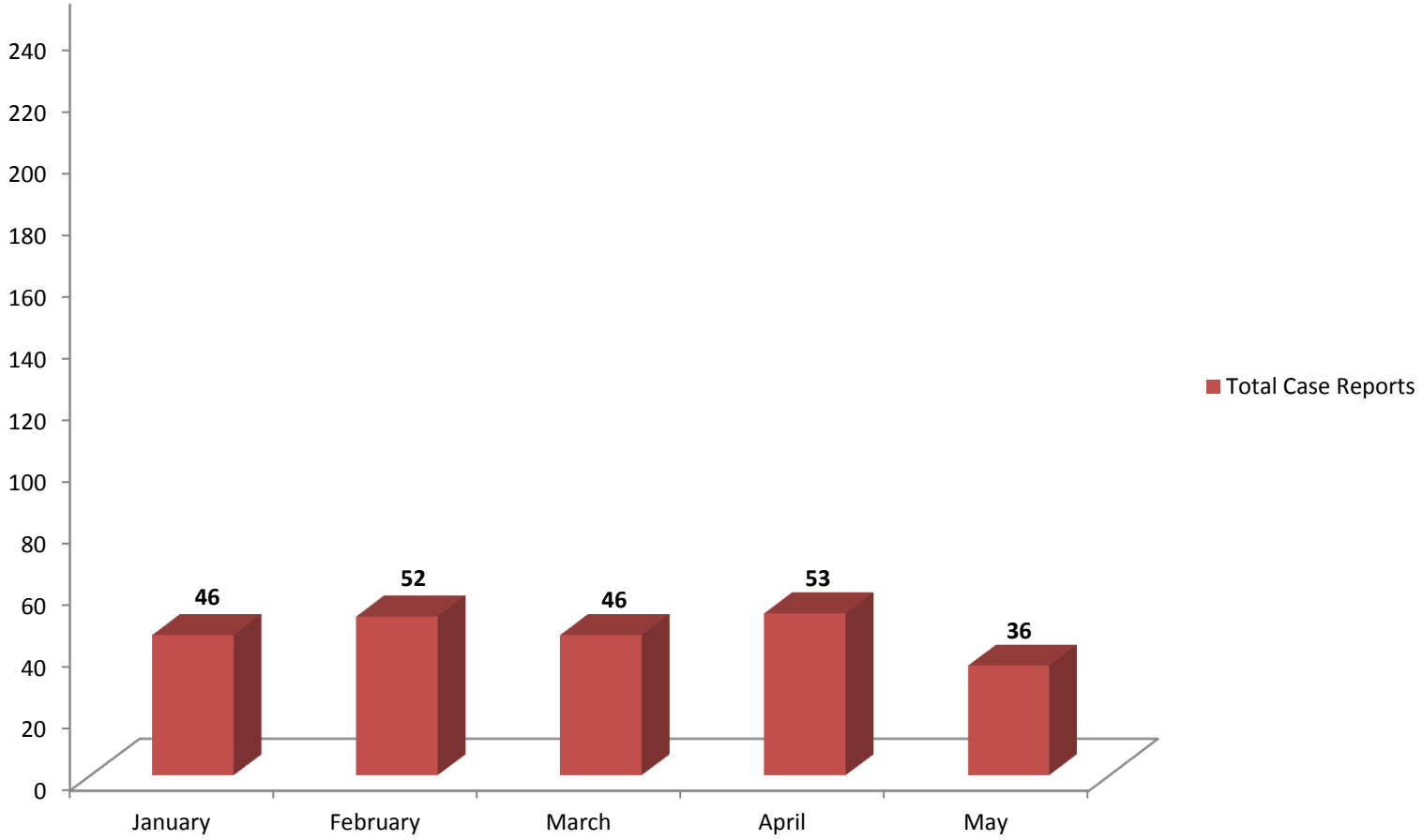
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



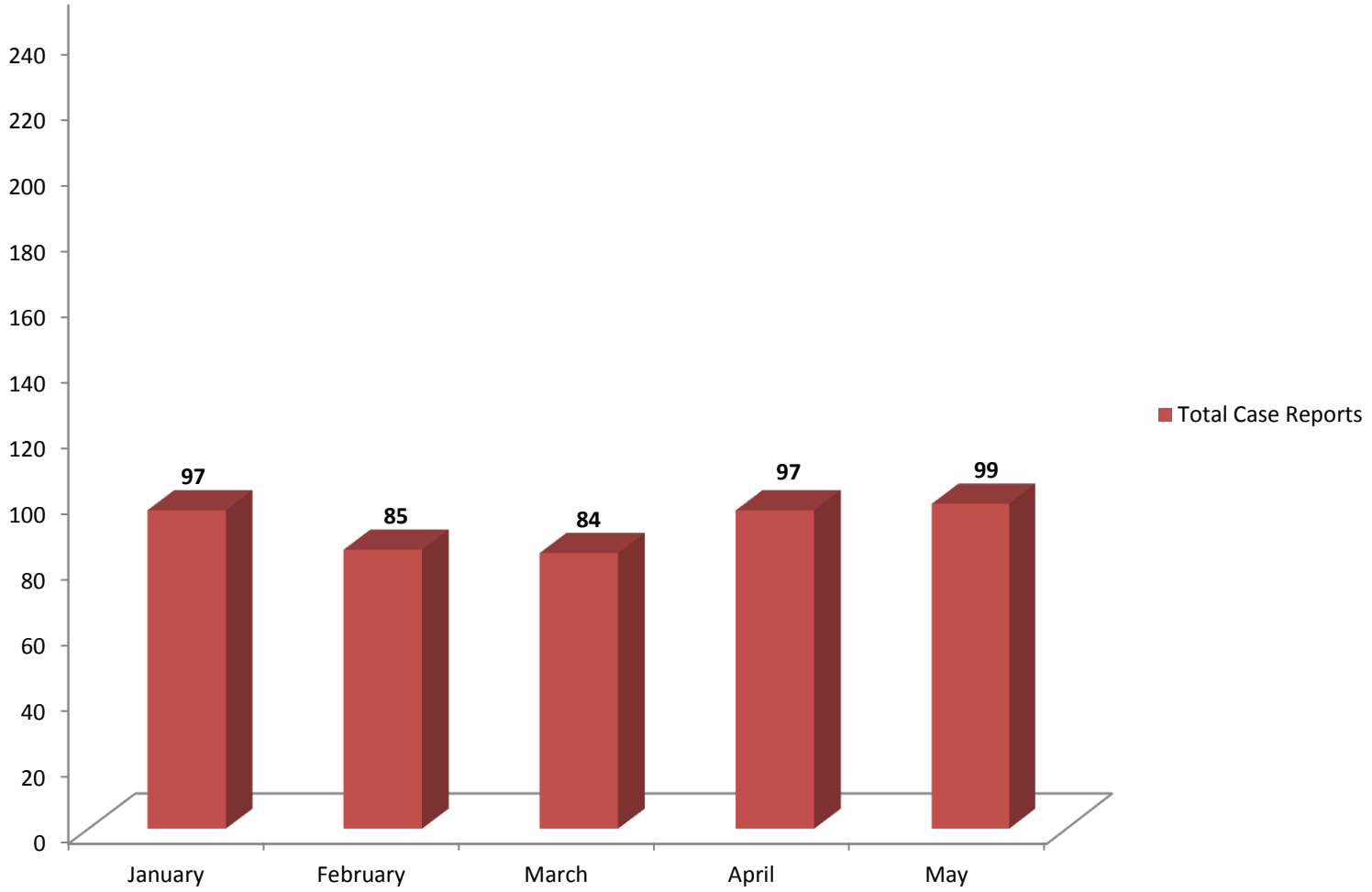
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

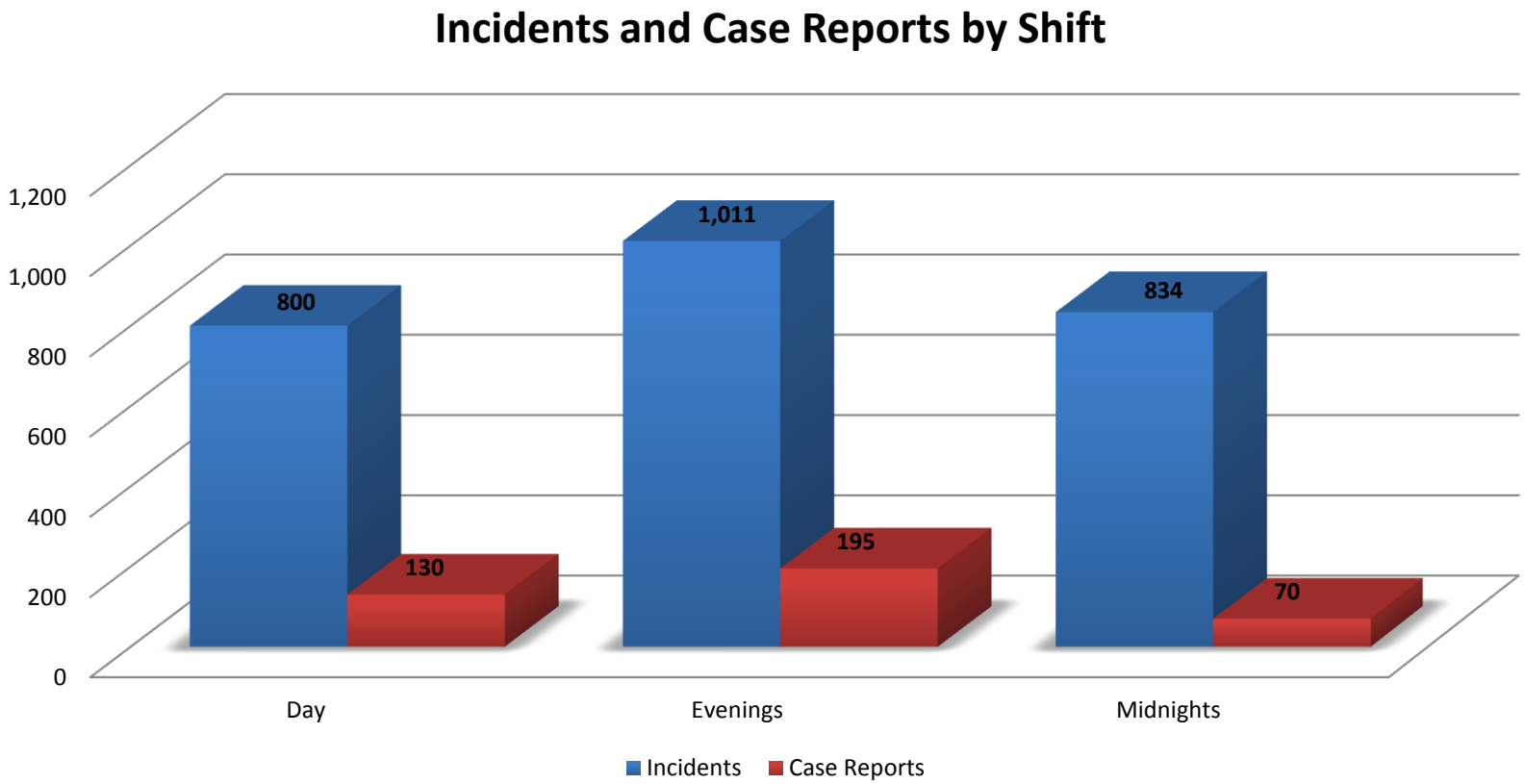
The table below illustrates the total of Incidents and Cases from May 1, 2016 thought May 31, 2016 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	58	12
1514 Clearlake Rd	54	6
1407 Dixon Blvd	40	16
900 Friday Rd	38	5
800 N. Fiske	37	3
1010 N. Fiske Blvd	31	8
1080 N. Fiske	31	2
1524 Clearlake Rd	17	1
TOTAL	**306**	**53**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.



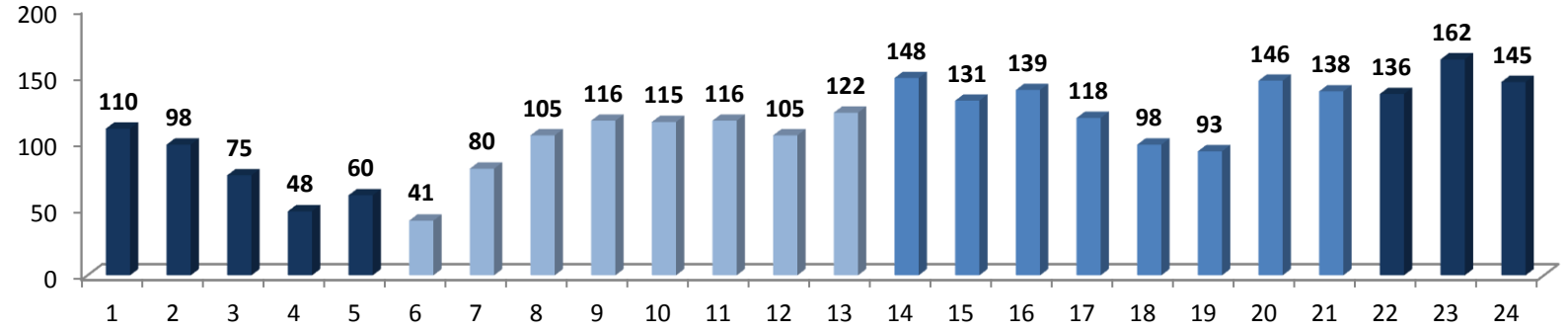
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

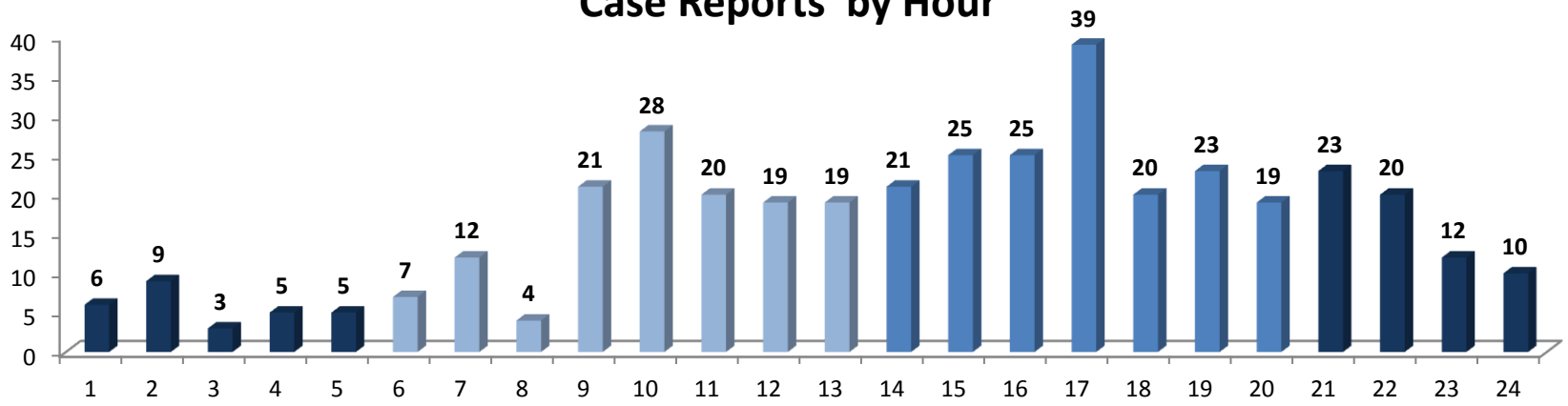
Incidents and Case Reports by Hour

Note: The charts below illustrates incidents broken down by time of day.

Incidents by Hour

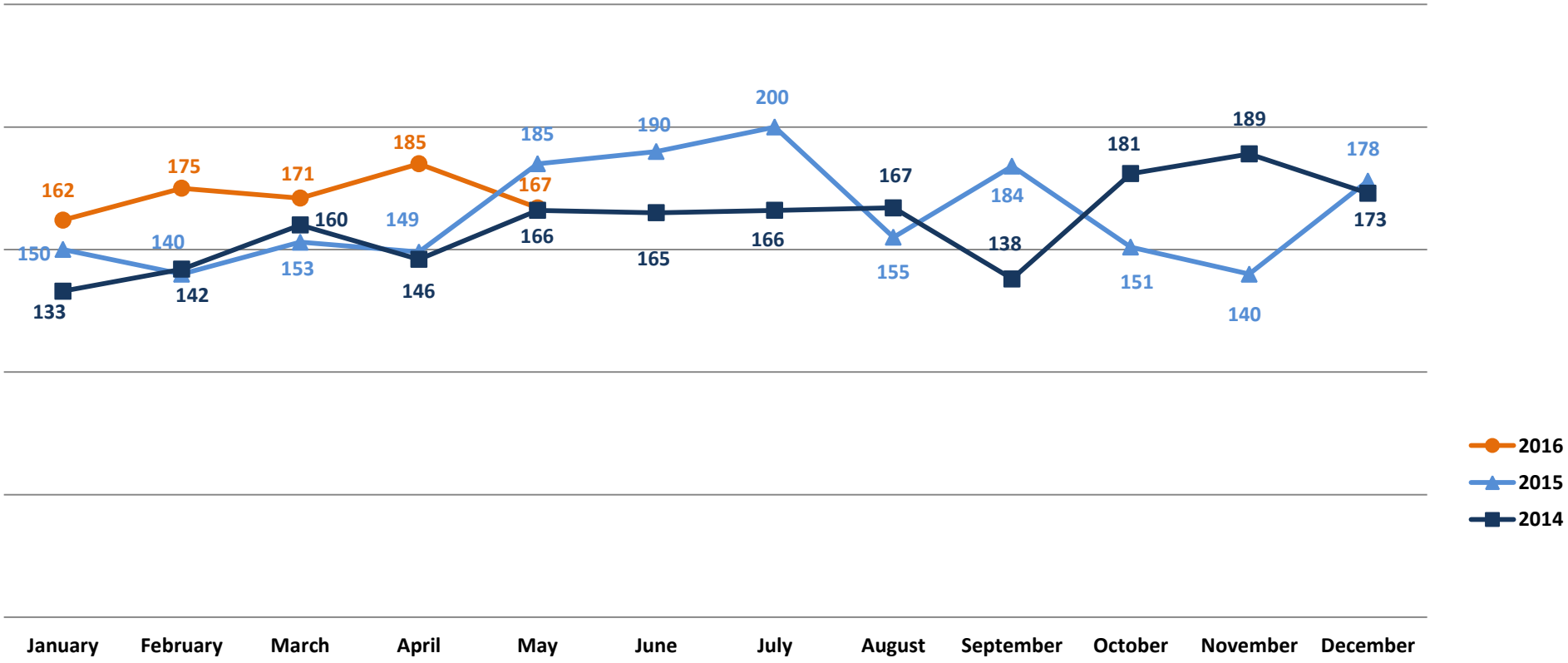


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2016, 2015, & 2014



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Legislation Details (With Text)

File #:	16-289	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	6/30/2016			**In control:**	City Council
On agenda:	7/12/2016			**Final action:**	
Title:	New local business tax receipts. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	7-12-16 New local business tax receipts.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 30, 2016
Agenda Date: July 12, 2016
Prepared By: T. Scott Davis, MCP, Building Official
Through: Steven P. Belden, AICP, Community Services Director
Requested Action:
New local business tax receipts

BACKGROUND:

Attached City Council will find a report identifying recipients of new local business tax receipts (occupational licenses) for June 17, 2016 - June 30, 2016. Please keep in mind that some may represent businesses that let their business tax receipt (occupational license) expire and subsequently applied for a new local business tax receipt.

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

None, this is an information agenda item.

LIC #	BUSINESS NAME BUSINESS ADDRESS	ISSUED	TYPE	CLASSIFICATION	BUS PHONE #
16-00007415	BUTTRAXX INC 718 W KING ST COCOA FL 32922	6/23/16	NEW	Transportation Equipment Manufacturi	321-208-7081
16-00007418	MATHA BROWNLEE WINDOW CLEANING 1141 LAKE DR COCOA FL 32922	6/27/16	NEW	Administrative and Support Services	321-505-9546
16-00007417	PLASTICS USA LLC 817 N COCOA BLVD COCOA FL 32922	6/23/16	NEW	Machinery Manufacturing	321-952-1424
16-00007416	SPACE COAST SITEWORK INC. 660 COX RD 101 COCOA FL 32926	6/23/16	NEW	Specialty Trade Contractors	321-863-4748
16-00007420	SPEEDWAY #6423 1035 W KING ST COCOA FL 32922	6/29/16	NEW	Gasoline Stations	321-632-7671
16-00007419	SPEEDWAY #6591 1600 CLEARLAKE RD COCOA FL 32922	6/29/16	NEW	Gasoline Stations	321-632-7671