City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, July 8, 2020

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 20-384 Approve the Agenda for the Regular meeting of July 8, 2020, as presented or with amendments.

Attachments: 07-08-2020 Short Agenda ADA.pdf

MINUTES:

II.2(a) 20-385 Approve the Minutes of the Regular meeting of June 10, 2020, as written or with amendments.

Attachments: 06-10-2020 Minutes ADA.pdf

EXHIBIT A- FPOB Firehouse Presentation.pdf

II.2(b) 20-396 Approve the Minutes for the Budget Priorities and Fiscal Sustainability Workshop of June 25, 2020, as written or with amendments.

Attachments: 06-25-2020 Final Draft.pdf

Exhibit A - June 25 2020 Budget Workshop.pdf

III. AWARDS AND PRESENTATIONS:

III.1 20-348 Presentation by the Marine Resources Council. (Dr. Leesa Souto)

IV. DELEGATIONS:

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

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

V. REPORTS:

VI. CONSENT AGENDA:

VI.1 20-334

Approve Participation in a Cooperative Purchase Agreement with Stewarts Electric Motor Works, Inc. of Orlando, Florida, Utilizing the City of West Palm Beach Contract #21128/ITB17-18-118, Effective April 4, 2018 Through April 3, 2021, for Repairs and Maintenance of High Service Station Skid #2 Including the Pump, EM Clutch, and Synchronous Motor at the Dyal Water Treatment Plant (WTP); To Approve a Resolution Amending the FY2020 Budget, BAF # 20-077-T. (Utilities Director)

Attachments:
Cocoa Piggyback Authorization SEMW (2).pdf
Master Service Contract # 21128 Electric Motor and Pump Repair - executed 4-
schedule of bid values (2).pdf
Stewarts COI exp. 6.30.20.pdf
HSP #2 COMBINATION QUOTE FOR ENTIRE SKID.pdf
HSP #2 DeLAVAL PUMP REBUILD.pdf
HSP #2 EM 100HP SYCH. MOTOR.pdf
HSP #2 EM DRIVE.pdf
Budget Resolution - Stewarts.docx
BAF 20-077-T -UT-HSP 2 (7-8-20) Agenda 20-334.pdf

VI.2 20-361

Approval of the submitted grant application for the 2020 City Catalyst Grant offered through the Florida League of Mayors to enhance the Cocoa Citizens Academy by implementing an Emergency Management component. (Assistant to the City Manager/PR Specialist)

Attachments:
Internal Application - FY20 City Catalyst Grant.pdf
2020_City_Catalyst_Grants_FILLABLE.pdf
Florida Mayors Grant.pdf

VI.3 20-370 Approval for the City to enter a Cooperative Purchasing (CoOp) Agreement by and between Prince William County Public Schools, Contract No. R-BB-19002 and CINTAS Uniform Rental Services to re-outfit City Employees with new uniforms, laundering and rental services, pending the Approval of the FY 2021 Budget. (Finance Director)

Attachments: PWCS Signed Cintas Modification (2) R-BB-19002.pdf
PWCS Contract_R-BB-19002.pdf
Auth to Piggyback - Contract # R-BB-19002 CINTAS.msg
OMNIA_PWCS_R-BB-19002 Price Adjustment 2019 (1).xlsx
City of Cocoa_agreement.pdf
Uniform Fielding Plan.docx
Notification to Terminate (Sourcewell Agreement # 062414-UFC).docx

VII. PUBLIC HEARINGS:

VII.1 20-355 Pass on Second Reading: Ordinance 05-2020; Providing for the location of pharmacies and medical marijuana treatment center dispensing facilities. (Community Services Director)

Attachments: Ordinance 05-2020 Medical Marijuana Dispensing Facilities.pdf
Medical Marijuana.jpg

VII.2 20-356 Pass on Second Reading: Ordinance No. 06-2020; Amending permitted locations for self-service storage facilities and amending the definition thereof. (Community Services Director)

Attachments: Ordinance 06-2020 Self-Service Storage Facilities v2.pdf
Store Space Cocoa Text Amend Application.pdf

VII.3 20-383 Ordinance No.07-2020/2nd and Final Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Wednesday to Tuesday. (City Attorney)

Attachments: Ordinance No. 07-2020.pdf
Legal Ad Order Conf.pdf

VIII. COUNCIL BUSINESS:

VIII.1 20-358 Informational item related to City Council's request to discuss the addition of an agenda review meeting.

IX. CITY BUSINESS:

IX.1 20-54 Approve an Interlocal Agreement with Brevard County and a Resolution Amending the Fiscal Year 2020 Budget (BAF # 20-084-A1 and A2), to replenish General Fund Balance by accepting $199,840 in revenue, for the facility site improvements at the Dr. Joe Lee Smith Center Project #CP1504. These funds are being reimbursed to the City by Brevard County and deposited back into General Fund Balance. (Interim City Manager)

Attachments: Brevard County Interlocal - Joe Lee Smith Center Improvements Clean Copy.dc
EXHIBIT A W&J Pay App 12 Received 5.13.20.pdf
Budget Resolution FY 2020.docx
BAF 20-084-A -Brevard Ct Reimbursement for Dr. JLS pg.1of2 (7-8-20) Agenda
BAF 20-084-A -Brevard Ct Reimbursement for Dr. JLS pg.2of2 (7-8-20) Agenda

MULTI-YEAR CONTRACTS:

IX.2 20-233 Authorize the Interim City Manager to execute a multi-year contract addendum between the City of Cocoa and First Mobile Trust, LLC, for credit card settlement and utility bill printing, mailing, and online presentment. The expenditure for the bill printing and postage is pending the Approval of the FY2021 Budget. (Finance Director)

Attachments: City_of_cocoa_ext_4_20_2020.pdf
First Amendment to Master Services Agreement.pdf
10_24_17 Master Services Agreement-fully executed.pdf

IX.3 20-375 Consider approval of a multi-year contract between the School Board of Brevard County and the City of Cocoa for renewal of the School Resource Officer program for the 2020-2021 school year and the 2021-2022 school year, beginning July 1, 2020 and ending June 20, 2022 and authorize the City Manager and City Attorney to finalize and execute the contract with the School Board. (Chief of Police)

Attachments: 2yr Cocoa SRO MOU 2020-22.docx
FY21 SRO Employee Detail (06-25-20).pdf

X. INFORMATIONAL AGENDA:

None.

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

Due to the COVID-19 Emergency and the closing of City Hall to the public to limit public gatherings in accordance with Federal and State directives, the City of Cocoa will be utilizing Communications Media Technology (CMT) for upcoming City Council meetings pursuant to the Governor's Executive Order Number 20-69 and Florida Statutes, Section 120.54(5)(b)(2), specifically one or more members of the City Council may attend and participate by speakerphone. In-person attendance by the public will not be allowed at this meeting due to the COVID-19 Emergency and the closing of City Hall to the public. However, interested persons are encouraged to view and listen to the meeting by accessing the meeting at the following internet addresses:

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

In addition, interested persons may submit their written comments or questions regarding the meeting prior to and during the meeting through Email, via the following email address: meetings@cocoafl.org. Interested persons who wish to provide public input during the meeting will also be able to do so by calling 321-433-8446. For more information about this CMT meeting or to provide information to be considered at this meeting, contact the City Clerk at the contact information stated above.

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

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

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

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

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

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

Legislation Details (With Text)

File #:	20-384	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	6/26/2020			**In control:**	City Council
On agenda:	7/8/2020			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of July 8, 2020, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	07-08-2020 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 25, 2020
Agenda Date: July 8, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of July 8, 2020, as presented or with amendments.

BACKGROUND:

The City Council approves the agenda before all regular meetings.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of July 8, 2020, as presented or with amendments.

Agenda
City of Cocoa
Regular Meeting of The City Council

Date: July 8, 2020
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval Of Agenda And Minutes:

1. Agenda: Regular Meeting of July 8, 2020. (20-384)

2. Minutes: (a) Regular meeting of June 10, 2020 (20-385)
(b) Budget FY 2021/Fiscal Sustainability Workshop of June 25, 2020 (20-396)

III. Awards and Presentations:

1. Presentation by the Marine Resources Council. (20-348). (Dr. Leesa Souto)

IV. Delegations:

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

Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of five (5) minutes while speaking

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

V. Reports:

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

VI. Consent Agenda:

1. Approve Participation in a Cooperative Purchase Agreement with Stewarts Electric Motor Works, Inc. of Orlando, Florida, Utilizing the City of West Palm Beach Contract #21128/ITB17-18-118, Effective April 4, 2018 Through April 3, 2021, for Repairs and Maintenance of High Service Station Skid #2 Including the Pump, EM Clutch, and Synchronous Motor at the Dyal Water Treatment Plant (WTP); To Approve a Resolution Amending the FY2020 Budget, BAF # 20-077-T. (20-334). (Utilities Director)

2. Approval of the submitted grant application for the 2020 City Catalyst Grant offered through the Florida League of Mayors to enhance the Cocoa Citizens Academy by implementing an Emergency Management component. (20-361). (Assistant to the City Manager/PR Specialist)

3. Approval for the City to enter a Cooperative Purchasing (CoOp) Agreement by and between Prince William County Public Schools, Contract No. R-BB-19002 and CINTAS Uniform Rental Services to re-outfit City Employees with new uniforms, laundering and rental services, pending the Approval of the FY 2021 Budget. (20-370). (Finance Director)

VII. Public Hearings:

1. Pass on Second Reading: Ordinance 05-2020; Providing for the location of pharmacies and medical marijuana treatment center dispensing facilities. (20-355). (Community Services Director)

2. Pass on Second Reading: Ordinance No. 06-2020; Amending permitted locations for self-service storage facilities and amending the definition thereof. (20-356). (Community Services Director)

3. Ordinance No.07-2020/2nd and Final Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Wednesday to Tuesday. (20-383). (City Attorney)

VIII. Council Business:

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

IX. City Business:

1. Approve an Interlocal Agreement with Brevard County and a Resolution Amending the Fiscal Year 2020 Budget (BAF # 20-084-A1 and A2), to replenish General Fund Balance by accepting $199,840 in revenue, for the facility site improvements at the Dr. Joe Lee Smith Center Project #CP1504. These funds are being reimbursed to the City by Brevard County and deposited back into General Fund Balance. (20-54). (Interim City Manager)

Multi-Year Contracts:

2. Authorize the Interim City Manager to execute a multi-year contract addendum between the City of Cocoa and First Mobile Trust, LLC, for credit card settlement and utility bill printing, mailing, and online presentment. The expenditure for the bill printing and postage is pending the Approval of the FY2021 Budget. (20-233). (Finance Director)

3. Consider approval of a multi-year contract between the School Board of Brevard County and the City of Cocoa for renewal of the School Resource Officer program for the 2020-2021 school year and the 2021-2022 school year, beginning July 1, 2020 and ending June 20, 2022 and authorize the City Manager and City Attorney to finalize and execute the contract with the School Board. (20-375). (Chief of Police)

X. Informational Agenda:

None.

XI. Adjournment:

XII. Notice To The Public:

This is a public meeting. All interested parties may attend. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance

with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Carie Shealy, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8484 or via email at cshealy@cocoafl.org.

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ordinances require two readings, entitled first reading and second reading and public hearing, prior to adoption.

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Attachments:	06-10-2020 Minutes ADA.pdf EXHIBIT A- FPOB Firehouse Presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 25, 2020
Agenda Date: July 8, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of June 10, 2020, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council approves all of its meeting minutes following transcription.

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of June 10, 2020, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

June 10, 2020

A Regular City Council Meeting was held on Wednesday, June 10, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Williams called the meeting to order at 6:17 p.m.

Pastor Wiley from First Baptist of Cocoa provided the invocation and Deputy Mayor Goins led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	James Goins	Deputy Mayor
	Don Boisvert	Councilmember
	Lorraine Koss	Councilmember
	Brenda Warner	Councilmember
	Anthony Garganese	City Attorney
	Matt Fuhrer	Interim City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Michael Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Nancy Bunt, Community Services Director; LeShawn Hinton, Helpdesk Support Tech; and Samantha Senger, Assistant to the City Manager/PR Specialist.

II. Approval Of Agenda And Minutes:

1. Agenda: Regular Meeting of June 10, 2020. (20-298).

2. Minutes: (a) Budget Priorities/Fiscal Sustainability Workshop of May 6, 2020. (20-297)
(b) Special Meeting on May 12, 2020. (20-301)

Councilmember Koss requested that a Item III.3 be added under Awards and Presentations so that Pastor Lively could speak about the activity center at First Baptist Church of Cocoa.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss to approve the agenda as amended for the Regular meeting of June 10, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to approve the Minutes for the Budget Priorities/Fiscal Sustainability Workshop of May 6, 2020 and the Special Meeting on May 12, 2020 as written.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Presentation by Family Promise of Brevard. (20-314). (Mayor Williams)

Mayor Williams announced that he brought this forward as this organization has a need and he felt that Council should be made aware in the event it would come back as an action item.

He advised that Council had received a packet with well over one hundred letters of support included.

Ms. Tara Pagliarini with Family Promise of Brevard thanked Council for allowing them to share and noted that many people were in support of what they are doing. She provided a presentation[1] to Council.

She noted that a year ago one of their partners, Housing for Homeless, came before Council and asked for use of Fire Station 1. This council approved

[1] EXHIBIT A: Family Promise of Brevard Presentation

Habitat for Humanity to move forward at that time to utilize that building and it was noted that they did not need an RFP.

She mentioned that families are the fastest growing segment of the homeless population. She further explained what family homelessness was not.

She provided examples of what homelessness looks like for families, advising that many parents are working two to three jobs and still cannot afford the cost of living in Cocoa.

Ms. Pagliarini explained the acronym ALICE which means Asset Limited, Income Constrained, Employed. ALICE workers make our quality of life possible yet do not earn enough to support their own families.

The 32922 zip code received the highest score in Brevard County with 73% of those under ALICE. This shows the families with the greatest need.

She explained that the center focuses strongly on permanent, stable, housing and that families spend the night in a congregation and then are brought back to their center in the morning. Families with fathers and males over twelve are prioritized. It is a collaboration with agencies in the community. She further explained the screening process for families.

Ms. Pagliarini strongly feels that the vacant Firehouse #1 would be a great fit for this program. She believed that it could be repurposed as there is not a shelter for families with children in Brevard County. This is a very needed service that could be provided for families in the City.

She explained that the location to Cocoa Village and other areas was also a great benefit.

Ms. Pagliarini shared their request to the City which was:

- Consider a long-term lease for the administrative portion of the Firehouse that would revert back to the City if they no longer wanted or needed the building.
- Maintain control of the bays for use by CPD for vehicle/evidence storage and community collaborations.
- Discuss potential future use of bay(s) for community classrooms, agency co-locations, and a potential cold night shelter for families with children should they become available at a later date.

She further pointed out that the estimated timeframe for remodeling would be three months at a cost of $199,000. This estimate does not include a leak that

was found or work on the electrical panel. They have community resources who can help with those. Ms. Pagliarini showed a mock plan of the updated fire station.

A video presentation was shown of a family who benefited from this organization and a Cocoa resident shared her experience with Family Promise of Brevard. She stated they were more than a typical homeless shelter.

Sheriff Wayne Ivey spoke on behalf of Family Promise of Brevard and was proud to ask for support. They have found a good balance of both helping and aiding to those who are homeless. The picture of homelessness has changed from singles to families. He was proud to be a part of their team and thanked Council for considering this.

Mayor Williams added that he and the Deputy Mayor go to Second Harvest Food Bank to pick up food for kids and families at Cocoa High School. He stated that homelessness is a reality. He appreciates what Family Promise of Brevard is doing and asked all to stand who were in support of the program.

Councilmember Koss asked about churches in Cocoa who participate. In response, Ms. Pagliarini noted it was Christ Central Church and First Baptist of Cocoa. She hoped that they could recruit more churches as well.

Mayor Williams noted that there was a lot that could be done with the building.

Deputy Mayor Goins was a firm believer in teamwork makes the dreamwork and they should do anything for people in need. He was in support of this and felt that anytime something could be reallocated for use it should be. He likes that the bays will still be open for use.

Mayor Williams asked for a consensus to bring this back as an agenda item.

Councilmember Warner stated that she had received calls and believes that there were misunderstandings of what her presentation would be.

She would like Ms. Pagliarini to work with staff and the City Attorney to see what they could come up with. She hoped that their budget includes sewer and pipe issues.

Councilmember Warner advised that she was once homeless and wished that they would have been around when she needed it.

Councilmember Boisvert agreed with Councilmember Warner and had heard about this program through his own church. He hoped that it could be brought back to Council.

Councilmember Koss hoped that they could go beyond and recruit more churches in the community. She has been impressed with them for over a year. She pointed out that a letter of support was also received from Rep. Sirois.

* **CONSENSUS FOR STAFF TO COME BACK WITH AN AGENDA ITEM.**

Mayor Williams felt that this could only add to what is in the City. He was looking forward to taking the City to the next level.

2. Video Presentation of the vegetation removal and restoration of the North Lakemont Stormwater Pond. (20-321). (Public Works Director)

Mr. Smith provided a background on this project and showed a video which showed the process of the pond being cleaned.

Council members thanked Mr. Smith for his work on this and Mayor Williams pointed out that it was important for the community to see where their dollars were being spent.

3. First Baptist of Cocoa. (Pastor Rich Lively)

Pastor Rich Lively with the First Baptist Church of Cocoa spoke about the repurposing of their activity center into a gym and advised that it was available for community use. There would be a grand opening next Wednesday night and he invited Council and staff to attend and participate in a pickle-ball tournament. He felt that this was a gift to the community and welcomed all.

IV. Delegations:

Capt. Ed Lanni, 939 N. Indian River Drive, Cocoa, thanked the Mayor, Police and Fire Chiefs, and staff for all that they did for him on his 95th birthday, which was May 11th. He was astounded and very appreciative of the parade and recognition.

George Brown, 555 W. King Street, Cocoa, mentioned that he hoped the Code Board would be able to meet in July, as they have not been able to for the last few months. He thought that the new Joe Lee Smith Center was beautiful and asked about the grand opening. Lastly, he asked about the railroad crossing and if something could be done as it was in bad shape.

Interim City Manager Fuhrer advised that the new Joe Lee Smith Center would be completed at the end of June and the grand opening would be in July.

Mr. Smith explained the situation with the railroad tracks and mentioned that all maintenance has been waived this year however, he would get in contact with them.

Mr. Brown further noted that the traffic lights at US 1 and SR 520 were out of control. He asked that those be looked into as well. Mr. Smith assured him that would be looked into.

In closing, Mr. Brown asked Council to help the Family Promise of Brevard and to utilize the Fire Department.

Aleck Greenwood, 640 Brevard Avenue, Cocoa, thanked the Fire Chief and the Chief of Police, as he had a dumpster fire and you do not realize the impact until you are affected by one. He thought the march was unbelievable and felt that it was welcoming all to Cocoa.

Marlene Weiss, 2415 Tulane Drive, Cocoa, mentioned she was a member of the Sustainability Advisory Committee. She spoke in regards to parks being locked and felt that it was bringing down the community. Additionally, she mentioned the community garden which is underserved and sends a message of neglect. She is personally interested in volunteering. She believed something needed to be done with public spaces to make them more open to the public for use.

Councilmember Koss noted that she would get keys from Mr. Brotemarkle and they could walk the trails together.

Councilmember Warner advised that with COVID residents should have access to walking trails.

V. Reports:

Chief Lamm provided an update on COVID-19 and pointed out that there are currently 67,371 cases in Florida. There are 484 in Brevard County with 13 deaths. The City of Cocoa area has 90 cases. He mentioned that we will continue to see numbers increase as testing increases. There will be another testing site in Cocoa at Byrd Plaza on June 12th from 10 am until 3 pm. They are partnering with Brevard Health Alliance once again. They have been a great partner and this has proven to be a great public/private partnership.

Mr. Walsh announced that the Water Quality Report for 2019 has been published and is online only at this time. It is due out by July 1st. A brochure will be emailed as soon as it is published to those who request it.

Ms. Gemmati provided an update on the City Manager recruitment and mentioned that there were forty-six applicants. These are being narrowed down and a short list will be provided to Council by June 22 and there will be a special City Council meeting to review the lists.

Attorney Garganese advised that he had communicated with Council prior to the meeting regarding two utility matters. He explained the backgrounds in regards to the contracts and noted that the projects were never brought to final completion. At this time, it was advisable not to delay any further and to file lawsuits. He was asking Council's approval to do this at the appropriate time under the direction of the Utility Director and Interim City Manager.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to authorize the City Attorney to pursue the lawsuits.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Interim City Manager Fuhrer spoke about a policy related matter concerning a water customer who was in the County but has built a new home and looking to establish water service. He explained the typical process for this and mentioned that Brevard County has changed some of their policies and fee structures. The issue is resulting in an expense that was quite high and could be in the excess of $10,000. The homeowner was not prepared for this and they now have a new home with no water service. He pointed out that the City has a payment plan for those behind on water service and was requesting that staff be allowed to work with the City Attorney in order to produce an agreement with the customer which would also provide for some protection to the City.

A modified policy could be brought back in the future and staff will also meet with Brevard County as they are not sure if they are aware of the impact of their changes.

* **IT WAS A CONSENSUS OF COUNCIL TO ALLOW STAFF TO PROCEED WITH AN AGREEMENT.**

Interim City Manager Fuhrer thanked all of the staff involved with the First Amendment March this past weekend. He thanked the community as well and mentioned that there were a lot of participants.

He spoke in reference to the temporary sign ordinance and that election signs were grouped in with temporary signs. That ordinance will be brought back to Council with strikethroughs or a modification of wording altogether.

Councilmember Warner thanked all of City staff who participated in Saturday's event as well. The event organizers did a fabulous job and it was nice to see so many out there together. She was very proud to be part of an event like that and it gave her hope.

She further addressed the statement from FOP Brevard and noted that she has been asked why Cocoa was not saying more. She was very angered by the statement that was made. This hurts the good people in law enforcement. She has been closely involved in law enforcement since she was seventeen years old and has never met one officer in the community that would have those same sentiments that FOP put out there. She knows that they do not feel the same way.

Councilmember Warner thanked Dawn Butterfield and her staff at West Cocoa Pharmacy for taking leftovers from an event she had to the police department. There was enough food to feed fifty people.

Lastly, she thanked Ms. Bunt for the signs for the Michael C. Blake subdivision and hoped a groundbreaking would be before November.

Deputy Mayor Goins advised that there were 2,000-3,000 people coming to Cocoa for a youth football tournament at Cocoa Expo. They are the Elite Future Stars and will be here from Wednesday to Saturday. He would like for the City to do something for the owner of the organization and encourage them to come back next year. All hotels are sold out so it is good for the City.

* **IT WAS A CONSENSUS AMONG COUNCIL FOR THE DEPUTY MAYOR TO WORK WITH THE INTERIM CITY MANAGER TO DO SOMETHING FOR THEM.**

Deputy Mayor Goins thought that the march was amazing. He appreciated the police department for stepping up and thanked them for the Lemonade Stand. He thought that Alton Edmund and Victoria Mitchner organized this event very professionally.

He mentioned the milling on Washington Street and wanted all to be aware that when things were being done in neighborhoods like this it was unacceptable to keep roads open. He got a lot of phone calls in regards to people hitting manholes, etc.

Mr. Smith assured him they are working with the contractor to address that in the future.

Councilmember Koss announced that the owner of Stumpy's, Angie Sullivan was trying to raise money for St. Baldrick's. Her husband will shave her head at 8 pm on Friday night.

She agreed with everyone and has been deeply impacted by the events over the last couple of weeks and was very proud of this community. She grew up not too far from where riots started and was both shocked and horrified. She spoke in regards to racism and that it was previously looked at as a black issue but now white America is realizing that it is all of our issues.

Councilmember Koss shared a list of five points that she would like to see come to fruition in the near future:

1-The Police Chief has met with faith community meetings and has been speaking with Pastor Bryant about some sort of truth and reconciliation.

2-We used to have council on Tuesday nights and it was moved and most churches have services on Wednesday nights and asked if it could be entertained to go back to Tuesdays.

3-Request another presentation on the Consent Decree. Cocoa is rich in history and with the way we have progressed she believes it would be good to have another presentation.

4-Entertain renaming Fiske Blvd. to Martin Luther King Blvd.

. Mayor Williams stated he proposed this when he was on council before, from Barbara Jenkins north. Letters were sent out and it was positive, however, there were two residents who spoke against it who did not live in the area and it did not pass.

5-Feels that the Police Advisory Committee needed to be re-visited, not the makeup of the committee but how it reviews issues.

Deputy Mayor Goins asked if she could provide recommendations on what she would like for the Police Advisory Committee. In response she mentioned that she has been looking at what other cities are doing.

Councilmember Boisvert shared that he went to the testing site at Byrd Plaza and was in and out in seven minutes. He further agreed that the March on Saturday was good.

Mayor Williams thanked all of the staff for all that they do in all departments. He was in support for Covid test sites and supported the march. Other marches

were done but none were like ours. He noted the march was about equality and fairness and he was very grateful for the event.

He is aware that staff was in the budget process and that there was a lot happening and he reiterated his thanks to staff. People appreciate what they are seeing with some of the many projects. He is going to keep moving forward and the City has a lot to offer.

Councilmember Warner spoke about a problem on Pineda Street and thanked Commissioner Lober for sending her an email and a guarantee that it would be cleaned up by the 18th of this month.

VI. Consent Agenda:

1. Approve Participation in a Cooperative Purchase Agreement with Mid Florida Diesel of Bartow, Florida, to Purchase Two (2) 100KW Trailer-Mounted Generators and Associated Equipment Utilizing the Florida Sheriff Association (FSA) Cooperative Purchasing Program Contract No. FSA19-VEH17.0 Effective October 1, 2019 through September 30, 2020; To Approve a Resolution Amending the FY20 Budget, BAF#20-069-T. (20-262). (Utilities Director)

2. Approve entering into a co-operative purchase agreement with, and issuing a Purchase Order to Asphalt Paving Systems, Inc. in the amount of $266,552.32 for the Full Depth Reclamation (FDR) of Pineda Street from Peachtree Street to Dixon Blvd. using Lee County Solicitation No. B170265/ANB, Alternative Paving Methods, effective September 5, 2017 through September 4, 2020. Approve a Resolution for Budgetary Contingency to authorize the City Manager to approve any change orders up to 10% of the contract value in the amount of $26,655.23 for any additional work, as needed. (20-275). (Public Works Director)

3. Approve a Resolution Amending the FY20 Budget, BAF# 20-076-T, to Reallocate Funds from the Streets Division, to the COVID-19 account for Contract Mowing. Approve the Addendum to the Mowing Contract with U.S. Lawns, to include the areas previously attended to by the Inmate Squad, and Approve the Change Order to the Original Purchase Order # 75634 not to exceed $46,410. (20-291). (Public Works Director)

4. Approve a Resolution Amending the FY21 Budget, BAF# 20-272-T, to cover the expense of purchasing three (3) replacement servers and computer components. (20-310). (Chief Technology Officer)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Deputy Mayor Goins asked if it was inappropriate for him to call US Lawns to see if they could add Peachtree Gardens to the list and cut it for free since it was a community project. In response, Interim City Manager Fuhrer advised that it was his understanding that Diamond Square has funds to maintain that.

Ms. Bunt added that they were using Code's lawn abatement program as it was the least expensive. They should be there by this weekend to cut.

VII. Public Hearings:

None.

VIII. Council Business:

1. This is an Informational Agenda on the History of the Seasonal Customer Policy and the Unoccupied Property Policy and Owner Billing for City Council discussion. (20-293). (Finance Director)

Ms. Bowman provided a background on this item and explained the history regarding the policy. She pointed out that as of today the City operates under the Seasonal Policy where the snowbirds are still billed for base fees regardless as to whether or not they are occupying the home.

During a utilities workshop in 2019 it was brought up to continue billing as a readiness to serve on utility accounts. That is currently on hold and staff is working with consultants to find out what other cities do in regards to seasonal billing.

They have found only one other agency that bills all accounts. Other cities have seasonal policies but we have an inequity right now with our seasonal policy as customers are being charged all of the time.

Councilmember Koss asked what the base fee was and Ms. Bowman advised it was around $17 for a residential connection. Councilmember Koss felt that was a reasonable fee given the City was providing the infrastructure.

Councilmember Warner thought that all cities billed the base fee at all times for customers. Ms. Bowman pointed out they do it on active accounts.

Councilmember Warner was in agreement with option #2, the unoccupied owner policy.

* **IT WAS A CONSENSUS AMONG ALL COUNCIL MEMBERS TO GO WITH OPTION #2, Adopt a policy of billing of base fees at all times for all customers by reimplementing the Unoccupied Property Policy.**

2. Update on The Villas of Cocoa Village for the redevelopment of 915 Florida Avenue (also known as the former location of the Oaks Mobile Home Park). (20-299). (Community Services Director)

Ms. Bunt provided a background on this item along with a timeline from when the city acquired the property to present day.

She spoke in detail regarding the zoning of the property and of the history of the development agreement.

On May 15, 2020 a development review committee meeting was held and feedback was provided to the developer. She explained some of the amendments made to the agreement.

Mayor Williams voiced his concerns with the project and mentioned that he tried to meet with Mr. Harvey back in 2018. The meeting never happened and he has had several developers ask him what was going on with the property. He felt that this was ridiculous and all of this time has gone by without a signed agreement. Nothing was happening and he was getting frustrated.

Deputy Mayor Goins asked what the Mayor recommended they do as a Council. Mayor Williams believes that this should go back out as RFP.

Deputy Mayor Goins asked the City Attorney that since the RFP was approved in 2018 and it has not been signed, would there be any legal issues if they moved forward with this particular developer.

Attorney Garganese advised that this property was owned by the City and is located in the redevelopment area. The property was acquired for redevelopment purposes. They would need to go under redisposition procedures under the Redevelopment Act which the City did. They got as far along as to get an agreement but that has not been signed to date. The City needs an agreement in order to move forward and redevelop this property.

In the absence of an agreement, the City cannot move forward or engage in negotiations. If Council wants to dispose of the property they would have to go

through the RFP process again. This Council may want to see something different in regards to that property. Any interested party could submit proposals but those would have to be consistent with the RFP that goes out. He cannot presume that those would be the same as in the past.

Mayor Williams has heard a lot of concerns regarding the other project but he still has concerns. He sees other stuff in Cocoa moving and nothing is being done with this.

Councilmember Warner asked if staff should bring back a recommendation like they did with the hotel.

Councilmember Koss pointed out that the appraisal was done in the fall of 2017 which confirms that it is three years old. Most properties change value in a timeframe like that.

Discussion was held on the projects history and Councilmember Warner provided a brief background to those who were not on Council at the time the project was initially approved.

Erin Trauger, a Civil Engineer working on the project noted that she was very involved with the project. She spoke about the concept of the project and discussed possible issues in terms of the design of the property. She understood Council's concerns.

Mayor Williams asked if a portion of the property fell within the Consent Decree. In response, it was pointed out that it is right outside of the Consent Decree.

Councilmember Warner thanked Ms. Trauger and advised that we have a civil engineer doing a lot of work without a development agreement. She does not believe that the City's processes are working and need to be fixed.

Further discussion was held on the RFP process and what the City and CRA were statutorily required to do.

It was confirmed that staff would provide a timeline to Council regarding this property and a reappraisal would be done. Ms. Bunt added that they would get a timeline from the developer as well.

3. Consider the Reappointment of Nancy Elliott, as a regular member of the Board of Adjustment, through May, 2023. (20-300). (Administrative Services Director)

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve the Reappointment of Nancy Elliott, as a regular member of the Board of Adjustment, through May, 2023.**

Councilmember Koss questioned board reappointments and wanted to see more solicitation for boards. She felt that there were people interested in volunteering and believed that were not getting the chance.

It was agreed that the City Clerk's office could post reappointments on social media at least thirty days in advance when reappointments come up. Vacancies are already posted.

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Consider the Reappointment of George Brown, as a regular member of the Code Enforcement Board, through May, 2023. (20-307). (Administrative Services Director)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve the Reappointment of George Brown, as a regular member of the Code Enforcement Board, through May, 2023.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Mr. Brown mentioned that if he makes the end of this term he will have been on this board for forty years and he has never missed a meeting. There are good members on this board and they have never had to call a meeting due to lack of quorum. He will be eighty years old when he hits his forty years.

5. Consider the appointment of the (2) of following interested Cocoa residents as the Primary and Alternate member of the Space Coast TPO Citizen Advisory Committee (CAC): Stephanie Moretto, Sarah Conkling, or Gregg Stoll. (20-308). (Administrative Services Director)

Councilmember Warner stated that she knows two of the three applicants, Ms. Moretto and Ms. Conkling. Mr. Stoll has been in the Citizens Academy.

Councilmember Koss mentioned that Mr. Stoll was looking for a way to get involved and Ms. Conkling is an advocate for SCAT.

* **MOTION by Councilmember Koss; Seconded by Deputy Mayor Goins, to appoint Mr. Greg Stoll as the Primary member and Ms. Sarah Ann Conkling as the Alternate member for the Space Coast TPO Citizen Advisory Committee (CAC).**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Consider the Reappointment of Thomas Yardley, as a regular member of the US1 CRA, through the sunset date of the agency which will be on or before September 30, 2020. (20-309). (Administrative Services Director)

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve the Reappointment of Thomas Yardley, as a regular member of the US1 CRA, through the sunset date of the agency which will be on or before September 30, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

7. Seek Council direction on holding public and private events at City facilities after June 30, 2020. (20-311). (Asst. to the City Manager/Public Relations Specialist)

Ms. Senger mentioned that these events have been on hold due to Covid-19. This item was written before the last announcement of the governor and since then we have moved into phase 2.

Mayor Williams asked how the City could hold those accountable for events. In response, Interim City Manager Fuhrer advised that staff could ask for a plan.

Ms. Senger noted there are events in the park or in the Village and there are private events as well.

Councilmember Boisvert felt that they should hold off until August due to cases rising.

Councilmember Warner did not feel it would be any better in August and thought maybe we could open for private events and have an agreement to make sure guidelines are followed and would dissolve the City from any responsibility.

Attorney Garganese advised a Covid-19 Hold Harmless for facility use be done for private events. It would be a challenge for public events to get waivers and agreements signed by all participants.

Mayor Williams agreed with the City Attorney and as long as they follow CDC requirements and guidelines.

Chief Lamm also agreed and having this addendum would help. Public events would be much more difficult to manage. It would require a lot of staff time to

monitor the events. Numbers seem to be changing week to week but they will work with whatever Council wishes to do. He reiterated that it would be very hard to get consent forms signed by all attendees.

Discussion was held on what type of events were planned to date, insurance requirements, and the Covid-19 Hold Harmless. It was further mentioned it would be good to post notices on the facilities as well.

Councilmember Warner had no objection with private events if the City follows the City Attorney and Fire Chief's recommendation.

It was determined to allow private events providing guidelines are followed and at the next meeting a list of events would be brought back that are scheduled along with a plan on how we can host these as safely as possible.

Ms. Kirkpatrick advised that for Sip and Stroll they were scattering check in times and locations so they would not all be in one place at the same time.

Deputy Mayor Goins asked about sports training. Ms. Senger said gatherings of fifty or less should be fine.

IX. City Business:

1. Approve the Participation in the FPL Evolution Charging Station Program and authorize the Interim City Manager to execute the associated Agreement. (20-269). (Public Works Director)

* **MOTION by Mayor Williams; Seconded by Councilmember Boisvert, to approve the item.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve a Budget Transfer from General Fund Contingency (001-1600-513-39-00) to the Community Services Contract Services Account (001-3200-515-34-00) in the amount of $52,000 for third party Building Official, Commercial Inspector, and Flood Plain Review services through the remainder of Fiscal Year 2020. Approve a Budget Resolution amending the Fiscal Year 2020 Budget, BAF# 20-073-T. Authorize the Interim City Manager to approve a Change Order to Purchase Order 75956 in the amount of $52,000. (20-302). (Community Services Director)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve an Interlocal Agreement with Brevard County for CARES Act funding and authorize the City Manager to submit authorized expenditures for reimbursement under the federal guidance established by the U.S Department of the Treasury. (20-331). (Interim City Manager)

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

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

X. Informational Agenda:

None.

XI. Adjournment:

Mayor Williams noted that the Indian River Queen was holding an event on the 4th of July and were looking for sponsors. Ms. Senger spoke in regards to this and mentioned some issues that could be involved with July 4th. She has spoken with them and discussed possibly incorporating an event into the opening of the T-Docks and Day Slips.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to adjourn the Regular meeting of June 10, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 9:48 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

FamilyPromise of Brevard, Inc.

Every Child Deserves a Home

Exhibit A: Family Promise of Brevard Presentation

Why are we here today?

- We want to relocate our programs for families with children to the heart of the City of Cocoa.
- We humbly ask the City of Cocoa to support our efforts by **donating a centralized location** for the delivery of exceptional and collaborative services to enrich the quality of life of Cocoa and Brevard families experiencing housing instability.

FamilyPromise

The poverty line for a family of four is $24,300.
1 in 6 U.S. children live in poverty

11 million households pay more than
50% of their income for housing.

**Families with children comprise 35%
of the homeless population nationwide.**

***2.5 million children will experience
homelessness this year in America.***

Why is the need so great?

- A renter must earn $19.86/hour to afford a 2-bedroom rental in the Brevard.
- 11 million renter households now pay more than 50% of their income for housing–an increase of 3.7 million households since 2001.
- For every 10 extremely low-income households, there are only 3 affordable rentals available nationwide.



FamilyPromise

Statistics from ALICE

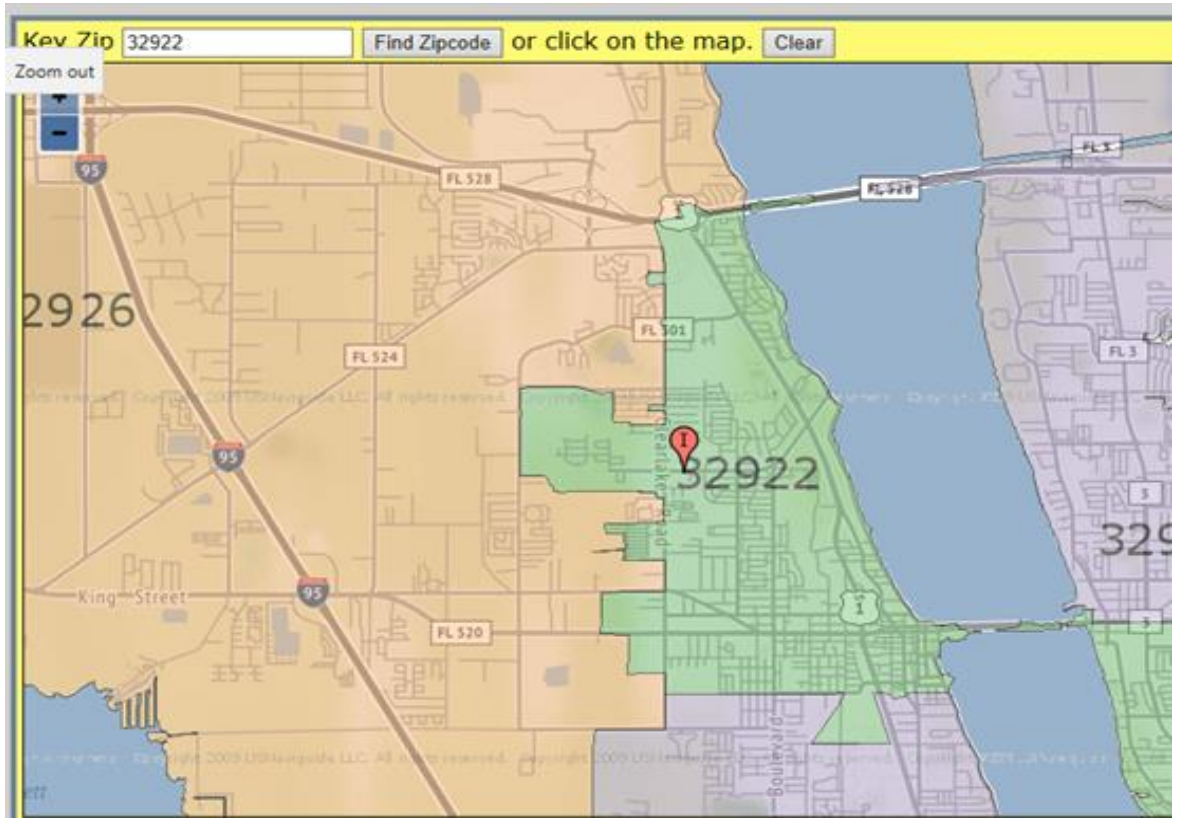
ALICE is an acronym for **ALICE** — **A**sset **L**imited, **I**ncome **C**onstrained, **E**mployed — households that earn more than the Federal Poverty Level, but less than the basic cost of living for the county (the ALICE Threshold).

ALICE workers make our quality of life possible, yet do not earn enough to support their own families. They are teachers, first responders, healthcare workers and early educators.

- **Cocoa has the highest percentage of families below ALICE in Brevard County at 73% (the Brevard County average is 42%)**
- **In Cocoa, this is 4,325 families in 2018 before COVID-19**
- **After COVID-19, we estimate this number increasing 50% to over 8,000 families**

FamilyPromise

Cocoa ALICE Area



The Cocoa ALICE score of 73% is for zip code 32922 shown to the left

- This area includes the Cocoa Fire Station east of the water tower
- And the entire area of Diamond Square

Assisting these families would best be done within the area of need, with fewest barriers

FamilyPromise

Cost of homelessness: Brevard 2016

HEALTH CARE	$22,112,390
1ST RESPONDERS	$410,812
LEGAL (PROSECUTION)	$901,452
INCARCERATION (JAIL)	$3,549,792
EDUCATION	$658,000
TOTAL	$27,632,446

FamilyPromise

Impact of Homelessness on Children



3

times more likely to be placed in special education programs



8-9

times more likely to repeat grades



42%

Dropped out of school at least once



47%

suffer from anxiety, depression, or withdrawal



7

times more likely to attempt suicide

FamilyPromise

Family Promise of Brevard

Our Mission

To end family homelessness in Brevard County by collaborating with our community to provide families the support and resources they need to achieve long-term housing stability.

Our Vision

To ensure every family has a path to safe, affordable housing, and the resources to achieve self-sufficiency and lasting independence.

Our Promise

- We will be good stewards of the resources we receive.
- We will empower families by showing them the dignity and respect they deserve.
- We will practice transparency to create strong community relationships.
- We will hold ourselves accountable to our families and community.

FamilyPromise


Family Homelessness:
The answer is not just a shelter.
Financial Literacy
Health & Wellness
Transitional Housing
Family Mentoring
Childcare Services
Rental Assistance
Homelessness Prevention
Micro entrepreneurship

Who is Family Promise of Brevard?

Changing the future for children

PREVENTION



SHELTER DIVERSION

Keeping families out of shelter is good public policy and good fiscal policy.



RENTAL ASSISTANCE

With HUMI, we have helped 1,000 families, including 2,500 children, since 2016.



TRANSPORTATION

Gas cards, bus passes, & car donations help families get to jobs and school.

SHELTER



HOSPITALITY

200,000 volunteers create a temporary home for the families we serve.

CASE MANAGEMENT

Our 200+ Affiliates provide comprehensive guidance and resources.





COMMUNITY ENGAGEMENT

6,000 congregations & organizations serve families at 1/3 traditional shelter cost.

STABILIZATION

HOUSING

Innovative solutions like tenancy training, rapid-rehousing, & home ownership.



FINANCIAL CAPABILITY

Creating the foundation for sustainable financial independence.



CAREER PATHWAY

Preparing families for professional success in a rapidly changing economy.



A holistic solution to family homelessness

FamilyPromise

Our Impact 2013-Present

- Prevented/diverted *over 2,500 families with children* from homelessness.
- Engaged nearly 1,000 volunteers and over 30 congregations to be part of the solution.
- Collaborated with 100 local partners to address the affordable housing issue and alleviate barriers to stable housing.
- Leveraged national relationships with Bombas, Sesame Street, Belk, Moe's, Distributing Dignity, Clayton Homes, Kaboom, Woodforest Bank, and National Association of Realtors.
- Assisted 87% of families experiencing homelessness in moving into stable housing in an average of 36 days.
- Stabilized 88% of our families so that they have remained housed a year after exiting shelter.
- Provided 18,471 bed nights through donated space from community partners.
- Served 55,413 meals through volunteers.
- Dispersed $132,616 of financial assistance to keep nearly 300 families housed.

FamilyPromise

We want Firehouse #1 to be home!

How will space be used

- Day location for homeless families in shelter program
- Meeting place for case management for all three programs
- Meeting space for agency collaboration
- Storage of family belongings
- Storage of donations for families moving into housing
- Location for weekly life skills classes
- Laundry facilities for shelter program
- Showers for shelter program
- Kitchen for shelter program
- Computer access for all programs
- Play areas
- Ample parking for families, volunteers and staff
- Secure outside play area for children
- Potential cold night shelter location for families with children*

FamilyPromise

How will the community benefit?

- Our new Resource Center at the Firehouse would :
  - Decrease transportation barriers since it is along a bus route
  - Increase use of valuable local resources since it is close to library, museum, downtown
  - Increase accessibility of services since it is located centrally in the county
  - Increase collaborations due to close proximity to providers, avoiding costly duplication of services
  - Increase potential for multiple agencies to work out a shared space
  - Expand opportunities for community classes and higher learning opportunities

FamilyPromise

Request

- City Council of Cocoa:
  - Consider a long-term lease for the administrative portion of the Firehouse that would revert back to the City if we no longer wanted or needed the building.
  - Maintain control of the bays for use by CPD for vehicle/evidence storage and community collaborations.
  - Discuss potential future use of bay(s) for community classrooms, agency co-locations, and a potential cold night shelter for families with children should they become available at a later date.

FamilyPromise

Expectations

- Family Promise of Brevard:
  - FPOB would fund the necessary renovations to operate out of the administrative portion of the Firehouse through donations and existing community partnerships.
  - FPOB would be responsible for maintenance and up keep of the property like we have done for the past 7 years in our current space.
  - FPOB would work closely with the City of Cocoa to address unmet community needs and report impact of use of space on a regular basis to leverage funding for services for the residents of Cocoa.
  - FPOB would ensure a safe location for families. Location would NOT BE a walk-in center or duplicate existing resources within the City.
  - FPOB would continue to prioritize families that could not be served elsewhere in the City or County.

FamilyPromise

Why lease to Family Promise?

- 2/3 of the families we serve are from the central area.
- 73% of Cocoa families below ALICE (earn above the Federal Poverty Level, but not enough to afford a bare-bones household budget.
- The number of families expected to need assistance after COVID-19 is projected to double based on our data over the past three months.
- Of the over 1,500 Cocoa calls to 211 from this past year for housing instability, 60% of those callers were directly referred to Family Promise of Brevard.
- We have a 7-year history of making structural improvements to our existing Resource Center through in-kind donations of wood flooring, interior/exterior paint, new appliances, structural enhancements, playground equipment, fencing, shower, driveway resurfacing, deck maintenance, and daily supplies.

FamilyPromise

We will triple your donation

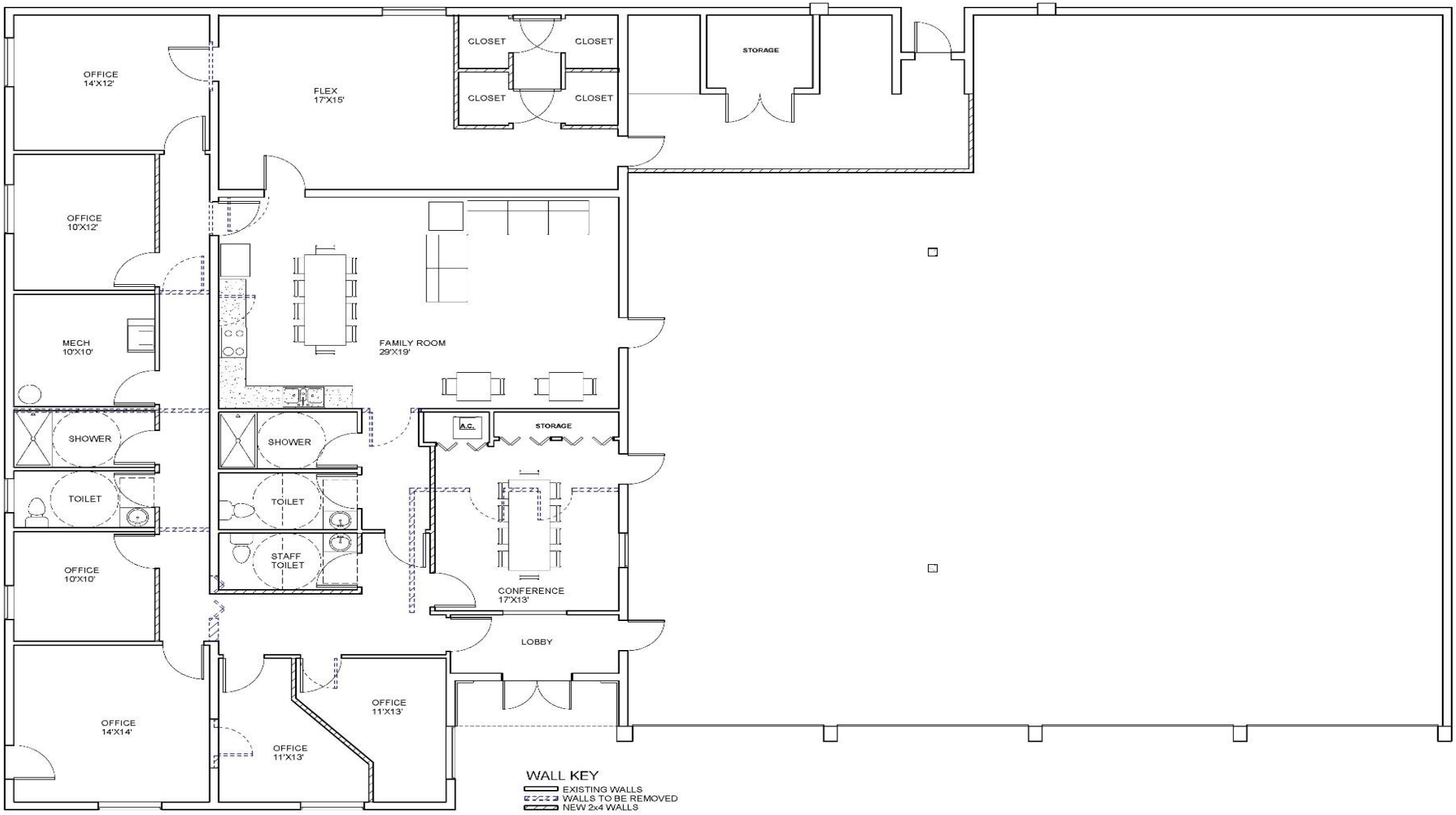


FamilyPromise

Timeframe

- Timeframe –
  - Current location expires – March 2021
  - Estimated time of remodel for FD Station-3 months
  - Estimated cost of remodel for FD Station- $199,000
  - Committed resources to date
    - Karen Shea Designs
    - River Tree Builders
    - Brothers & Son Construction
    - Home Aid Orlando
    - Community Foundation for Brevard

FamilyPromise



Karen Shea
3765 Oak Lane
Melbourne, Fl. 32934
321-961-9968

Scale: 1/4" = 1'-0"
Date: 05/29/20

Project

FAMILY PROMISE PROPOSED

Sheet Number

A201

We empower families. We build communities. We create solutions.

We keep families together with their children.

We offer shelter. We offer hope.

We offer home

Legislation Details (With Text)

File #:	20-396	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	7/1/2020			**In control:**	City Council
On agenda:	7/8/2020			**Final action:**	
Title:	Approve the Minutes for the Budget Priorities and Fiscal Sustainability Workshop of June 25, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06-25-2020 Final Draft.pdf Exhibit A - June 25 2020 Budget Workshop.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: July 1, 2020
Agenda Date: July 8, 2020
Prepared By: Monica Arsenault, Asst. City Clerk
Through:
Requested Action:
Approve the Minutes for the Budget Priorities and Fiscal Sustainability Workshop of June 25, 2020, as written or with amendments.

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve the Minutes for the Budget Priorities and Fiscal Sustainability Workshop of June 25, 2020, as written or with amendments.

Minutes
City of Cocoa
Budget Priorities & Fiscal Sustainability Workshop

June 25, 2020

A Budget Priorities & Fiscal Sustainability Workshop was held on Wednesday, June 25, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Williams called the meeting to order at 5:00pm.

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

The Assistant City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	James Goins	Deputy Mayor
	Don Boisvert	Councilmember
	Lorraine Koss	Councilmember
	Brenda Warner	Councilmember
	Anthony Garganese	City Attorney
	Matt Fuhrer	Interim City Manager
	Monica Arsenault	Assistant City Clerk

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Nancy Bunt, Community Services Director; Jack Walsh, Utilities Director; Michael Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Samuel Byrd, Deputy Fire Chief; Bryant Smith, Public Works Director; Samantha Senger, Assistant to the City Manager/PR Specialist; Rebecca Bowman, Finance Director; and Lora Howell, Deputy Finance Director.

II. Agenda:

1. Agenda: Budget FY 2021 & Fiscal Sustainability Workshop. (20-360).

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve the Agenda as written for the Special meeting of June 25, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Workshop Topics

1. Current Budget Update

Interim City Manager Fuhrer provided a presentation[1] and reviewed the budget timeline. He shared the budget connection to the Strategic Plan and pointed out that the City was assigned Aa2 rating from Moody's Investors Service. Additionally, during the Covid-19 Pandemic the Utilities Bond Rating was changed from AA Positive to AA Stable by S&P. The City also received GFOA's Distinguished Budget Presentation Award and the Certificate of Achievement for Excellence in Financial Reporting.

Interim City Manager Fuhrer reviewed horizon issues which included public safety pensions, health insurance, the future solid waste contract, natural disasters and the US Supreme Court ruling for internet sales taxes.

An update was provided regarding Covid-19. Interim City Manager Fuhrer noted that sales taxes were down in the state of Florida in March and April. Furthermore, the impact on property values will be unknown for future years. He gave an update on unemployment rates for the months of March, April and May. Interim City Manager Fuhrer also shared that on May 5, 2020 the Board of County Commissioners approved the use of up to $4.4 million in CARES ACT funds for housing rental and mortgage assistance, housing utility and security deposit and food stability for individuals impacted by Covid-19.

Interim City Manager Fuhrer shared an estimation of Covid-19's impact to FY21 revenues. He reviewed the FY20 approved amendment to General Fund expenses due to Covid-19.

Interim City Manager Fuhrer provided the FY21 General Fund overview. He discussed the General Fund Revenue sources and explained the General Fund Revenue trends. The FY21 General Fund Revenues by funding source was

[1] Exhibit A: FY21 Budget Priorities & Fiscal Sustainability Workshop

discussed as well as the FY21 preliminary budget for General Fund expenses broken down by department.

Interim City Manager Fuhrer reviewed core municipal services and noted that these services account for 81% of the General Fund budget excluding capital expenses.

He shared the FY2021 departmental requests for significant capital items that were moved to FY2022. This includes:

- 7 unmarked police patrol cars
- Police scanning and mapping crime scene device
- Traffic response trailer
- Traffic advisory sign
- Pierce enforcer pumper truck
- Fire inspector vehicle
- Public Works replacement vehicle
- Fleet faster upgrade
- One elevator controller

Interim City Manager Fuhrer added that additional items requested for FY21 such as the fuel tanks, are being moved to the FY20 budget. FY2021 department personnel requests were also discussed.

Interim City Manager Fuhrer reviewed the City Council's priority requests for FY21 that were discussed at the May Budget Priority Workshop. The priority requests include community improvements[2] and employee investments.

He discussed the use of the General Fund balance reserves and explained the Fund Balance Reserve Policy which states that the purpose of the policy is to ensure there will be adequate liquid resources to serve as a financial cushion for the General Fund.

Additionally, he reviewed the General Fund Balance (2019 CAFR) and noted that the remaining unassigned fund balance at the end of FY20 is $2,785,249. The current projected use of the fund balance for FY21 was explained in detail and Interim City Manager Fuhrer pointed out that the total unassigned fund balance use is $640,000.

[2] City Attorney Garganese left the room at 5:53pm & returned at 5:56pm

Community based requests were shared by Interim City Manager Fuhrer. The requests include:

- Brevard Public Schools, Cocoa High School (track, football field turf, bleachers) which was budgeted in FY19 & FY20
- Brevard Museum, annually for three years, for museum operations
- Endeavor Elementary for a Wellness Coordinator

It was pointed out that the Cocoa YMCA had initially submitted a request for funds but a notice was received on June 24, 2020 that they would be permanently closing the Cocoa location.

Councilmember Boisvert shared his concern about the City continuously donating to schools. He pointed out that many feel they are already paying for schools out of their taxes and feel that they are paying double when the City is also using tax-payer money to donate to the schools as well.

Mayor Williams suggested that a map be drawn up to identify the City's amenities so Council and staff can take a better look at them and review their operations and possibly assess which amenities may need assistance.

Councilmember Warner added that the City's social media platform can be utilized to get the word out about the City's amenities so citizens are more aware of them[3].

Mr. Peter Napoli, Stantec, provided an annual analysis of the budget and the General Fund FAMS Model.

Interim City Manager Fuhrer asked for City Council's direction regarding the following:

- Millage Rate
    - Maintain current millage rate – 5.9790
    - 6% increase to property values for tax year 2020 estimate, FY2021. Estimated revenue $382,729
- Fire Assessment Rate
    - FY2021 project a 3% increase – the preliminary FY2021 Budget has been built with no increase. Estimated increase of 3% would account for an additional $78,600 in revenue. Fire Assessment revenue $2,698,600 would then account for 40% of the Fire Department's budget.

[3] A five minute break was taken by Council at 6:40pm

* **CONSENSUS by Council to approve the preliminary Millage Rate and Fire Assessment Rate as presented.**

Interim City Manager Fuhrer provided the FY21 Stormwater budget overview. He discussed the FY21 Stormwater Fund preliminary revenues by funding source and the FY21 Stormwater Fund preliminary expense budget.

Mr. Kyle Stevens, Stantec, presented and discussed the Stormwater FAMS model in detail.

* **CONSENSUS by Council to build the proposed FY2021 Budget as presented.**

Interim City Manager Fuhrer presented the FY21 Water/Sewer preliminary budget overview. He shared the fund revenue trends as well as revenues by funding source. He discussed the FY21 Water/Sewer preliminary expenses by division and he provided a snapshot of the preliminary budget[4].

Mr. Jeff Dykstra, Stantec, presented and discussed the Water/Sewer FAMS model in detail.

Interim City Manager Fuhrer pointed out that a complete Water/Sewer Rate Study is currently underway. An analysis is continuing for the division new position requests, and they are not currently in the budget. The preliminary budget does have projected increases for growth, but there is no rate increase built into the budget. Additionally, two new funds will be created after the Budget Workshop, the Water/Sewer Impact Fee Fund and the Renewal and Replacement Fund. Both of these funds revenue and expenses will be moved, changing the total budget for Water/Sewer.

Interim City Manager Fuhrer pointed out the upcoming workshops and hearings as follows:

- July 22, 2020 @ 6pm – TRIM Hearing
- August 26, 2020 @ 6pm – Preliminary Fire Protection & Stormwater Assessment/Rates
- September 9, 2020 @ 6pm – 1st Public Hearing for:
    - Vote for a proposed millage rate
    - Vote on the proposed FY2021 budget
    - Resolution – Final Fire Assessment

[4] Mayor Williams left the meeting at 7:40pm & returned at 7:43pm

- Resolution – Final Stormwater Assessment/Rates
- September 23, 2020 @ 6pm – 2nd Public Hearing for:
  - Final millage rate adoption
  - FY21 budget adoption

Mayor Williams suggested a State of the City meeting in place of the Town Hall meetings that were cancelled due to Covid-19. He asked for a consensus from Council.

* **CONSENSUS by Council to coordinate a State of the City meeting at a time to be determined.**

2. Reports

Mayor Williams announced that Covid-19 testing will be conducted tomorrow, June 26, 2020 at Byrd Plaza from 10am-3pm. Additionally, free meals will be provided by Pebbles Catering on Wednesdays from 4pm-6pm.

Councilmember Koss shared that there is now hot zone GIS mapping for Covid-19.

Chief Lamm provided a brief update regarding Covid-19 in Brevard County and in the City of Cocoa.

Alec Greenwood, 640 Brevard Ave., inquired about late fees on water accounts and how the City utilizes these funds. In response, Interim City Manager Fuhrer provided information in regard to Mr. Greenwood's question and referred to the estimated Covid-19 impact to the FY21 revenues shown in the presentation.

Furthermore, Mr. Greenwood inquired about increased security in Council Chambers. In response, Interim City Manager Fuhrer shared that this will be brought before the Council possibly as early as the next regularly scheduled Council meeting.

* **MOTION by Councilmember Boisvert; SECONDED by Deputy Mayor Goins, to adjourn the Budget Workshop.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting was adjourned at 8:20pm.

_____
Jake Williams, Jr., Mayor

ATTEST:

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

Exhibit A

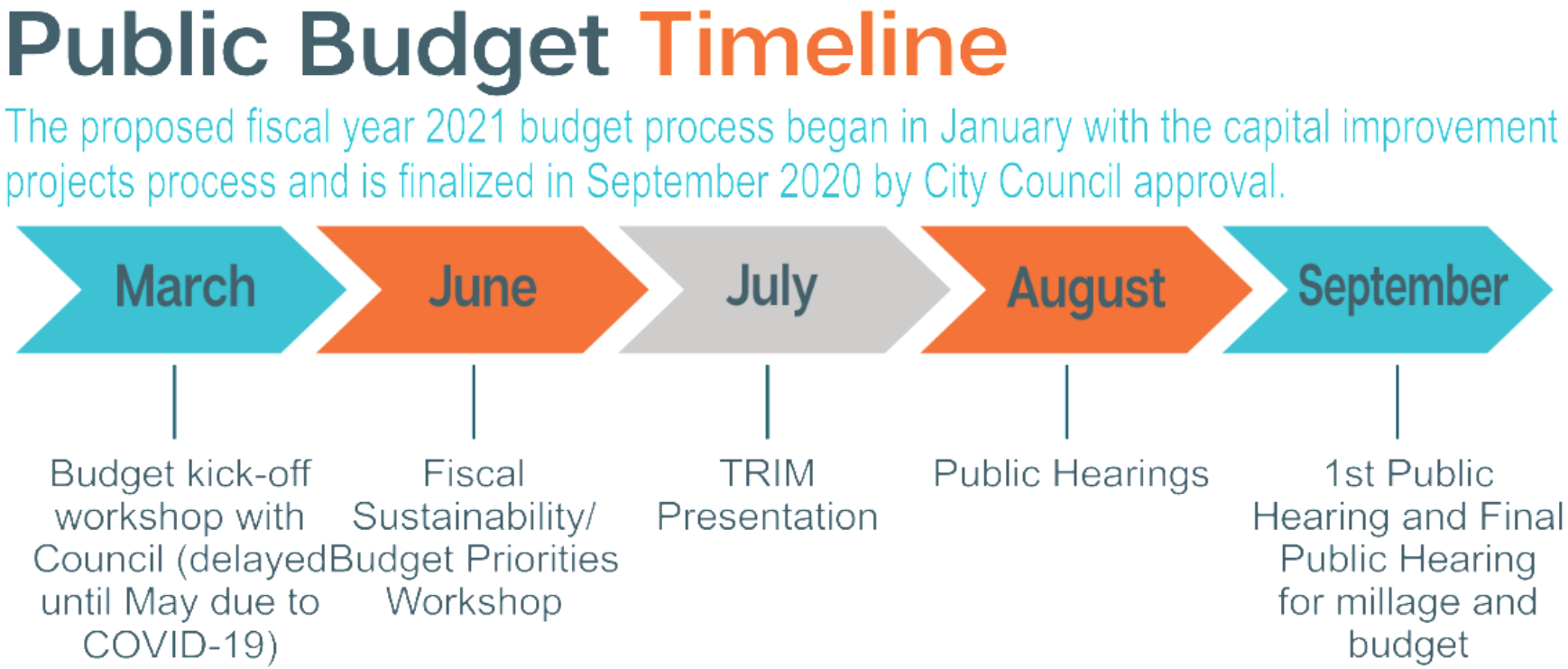
FY 2021 Budget Priorities & Fiscal Sustainability Workshop

June 25, 2020

Agenda

- Budget Development Timeline
- Horizon Issues
- FY 2020 Covid-19 Impacts to Revenue
- FY 2021 Preliminary Budget
  - City Council review of member submitted projects/programs
  - City Council Priority's
- Interactive Financial Analysis Management System (FAMS) Model – Stantec Consulting
  - City Council Discussion and Direction
- FY 2021 Budget Calendar

Budget Timeline



Note: Capital Improvement Plan development begins in December/January
(August Public Hearings are for Fire and Stormwater Assessment)

Budget Connection to Strategic Plan

City 2016-2021 Strategic Plan:

Goal 1: Maintain long term fiscal sustainability
Goal 2: Promote greater transparency in budgeting and financial matters.

GFOA Certificate of Achievement for Excellence in Financial Reporting

GFOA Distinguished Budget Presentation Award



Assigned Aa2 rating from Moody's Investors Service.



During the Covid-19 Pandemic (March 23rd) the Utilities Bond Rating was changed from AA Positive to AA Stable by S&P (COVID-19).

Horizon Issues…

- Public Safety Pensions
  - Fire UAAL - $8,064,753 (increase of $720,852) 73.0% funded ratio (Assumed Rate of Return Adjustment 7.6%)
  - Police UAAL - $2,716,732 (decrease of $68,076) 92.3% funded ratio

- Health Insurance
  - Health – Annually increasing industry costs (5.28% long term) and number of claims (self-funded) +7.5%
  - Lee Wenner Park – County/City ILA, $60,000 BOCC contribution ends in FY2022

Horizon Issues…

- Future Solid Waste Contract – WM expires FY2021
- Natural Disasters
  - Reimbursements from Hurricanes Irma and Dorian
  - Future events and impact to GF Unassigned Fund Balance
  - Covid-19 impact
- US Supreme Court Ruling – Internet Sales Taxes
  - Florida House Ways & Means Committee (January 2017) estimated $200 million in potential sales tax revenue
    - Florida has taken no action on economic nexus

Covid-19- What we Know

Economic Impact is unique and unprecedented- "Hibernation and Wake-up"

- State of Florida March and April Sales Tax down significantly (March 23 "Safer at Home")
  - State Fiscal Year July 1, 2020 (State FY 2021 Start)
  - Remaining months (March, April, May, June) 50% reduction in sales tax revenues with an August true up
- Property Values Impact Unknown for Future Years
- Duration of the Event- Increase in cases and future shutdown?
- Unemployment- March 4.3%, April 12.9% and May 14.5%
  - Florida- DEO Since June, 187,584 Claims
- The Board of County Commissioners 5-5-2020 approved the use of up to $4.4 million in CARES ACT funds for housing rental and mortgage assistance, housing utility and security deposit, and food stability for individuals impacted by COVID-19.
  - Awaiting decision on the allocation of funds beyond the $4.4 million
  - City submitted incurred costs and estimates ($230,000) through December 2020

Estimated Covid-19 Impact to FY 2021 Revenues

City of Cocoa, FL

Potential COVID-19 General Revenue Impact Summary - City of Cocoa, FL **Schedule 1**

Selected General Fund Revenue Sources - FY 2020 Budget

Account	Description	FY 2020 Budget	FY 2020 YTD Actual (6 Months)	FY 2020 Remaining Budget	FY 2020 Remaining Budget (Monthly)
001-0000-312.41-00	LOCAL OPTION GAS TAX 6 CT	$ 563,001	$ 250,897	$ 312,104	$ 52,017
001-0000-316.00-00	LOCAL BUSINESS TAX	$ 165,000	$ 126,399	$ 38,601	$ 6,434
001-0000-322.00-00	BUILDING PERMITS	$ 238,000	$ 227,023	$ 10,977	$ 1,830
001-0000-335.12-00	STATE REVENUE SHARING	$ 524,436	$ 276,330	$ 248,106	$ 41,351
001-0000-335.12-20	STATE REVENUE SHARING 8TH CNT MUNICIPAL GAS TAX	$ 163,268	$ 80,916	$ 82,352	$ 13,725
001-0000-335.18-00	LOCAL GOVERNMENT 1/2 CENT	$ 1,109,934	$ 481,581	$ 628,353	$ 104,726
001-0000-343.39-04	PENALTIES	$ 846,873	$ 378,255	$ 468,618	$ 78,103
Total Selected Revenue Sources Budgeted		**$ 3,610,512**	**$ 1,821,401**	**$ 1,789,111**	**$ 298,185**
Total FY 2020 Budget General Fund Revenues		**$ 40,031,626**			*(Remaining Divided by 6 Months)*
Selected Revenue Sources as % of Total		9.0%			

Potential Short-Term COVID-19 Impacts: Low, Medium, & High

Account	Description	*See Schedule 2* FY 2020 Low Impact	*See Schedule 3* FY 2020 Medium impact	*See Schedule 4* FY 2020 High Impact
001-0000-312.41-00	LOCAL OPTION GAS TAX 6 CT	$ 445,962	$ 419,953	$ 393,945
001-0000-316.00-00	LOCAL BUSINESS TAX	$ 150,525	$ 147,308	$ 144,091
001-0000-322.00-00	BUILDING PERMITS	$ 233,884	$ 232,969	$ 232,054
001-0000-335.12-00	STATE REVENUE SHARING	$ 431,396	$ 410,721	$ 390,045
001-0000-335.12-20	STATE REVENUE SHARING 8TH CNT MUNICIPAL GAS TAX	$ 132,386	$ 125,523	$ 118,661
001-0000-335.18-00	LOCAL GOVERNMENT 1/2 CENT	$ 874,302	$ 821,939	$ 769,576
001-0000-343.39-04	PENALTIES	$ 632,090	$ 593,038	$ 553,987
Total Selected Revenue Sources (Adjusted)		**$ 2,900,544**	**$ 2,751,451**	**$ 2,602,359**
Less: Total Selected Revenue Sources (Budgeted)		$ 3,610,512	$ 3,610,512	$ 3,610,512
Potential FY 2020 General Fund Revenue Impacts		**$ (709,968)**	**$ (859,061)**	**$ (1,008,153)**
Potential Impact as % of Total Selected Revenue Sources (Budgeted)		-19.7%	-23.8%	-27.9%
Potential Impact as % of Total General Fund Revenues ($ 40,031,626)		-1.8%	-2.1%	-2.5%

FY 2020 Approved Amendment to General Fund Expenses Due to Covid-19

- Frozen Vacant Positions (Salary and Benefits)

Parks & Right of Way Coordinator	$68,904
Streets and Stormwater Manager	$99,273
HR Intern	$2,589
Summer Youth Internship	$8,000

- Projects/Training/Study

City Management Retreat	$15,000
Information Technology Security Study	$50,000
2 Railroad Crossing Repairs	$209,000

Total Current Cost Reductions	$452,766

- Identification of additional positions to be frozen/modified based on operational impact as they become vacant

Difference in potential revenue reduction (Stantec – worst case) & Cost Reductions = ($555,387.00)

Comparisions on Covid-19 FY 2021 Impacts Verses Historical Data from the Great Recession

Potential Covid-19 General Fund Revenue Impact Summary

Selected General Fund Revenue Sources FY2021 Impact		FY 2020 Budget	Current FY 2021 Budget	FY2020 Vs. FY2021	% Change
Account	Description				
001-0000-311.10-00	*Ad Valorem	$ 6,216,058	$ 6,598,787	$ 382,729	6%
001-0000-312.41-00	Local Option Gas Tax	$ 563,001	$ 553,736	$ (9,265)	-2%
001-0000-316.00-00	Local Business Tax	$ 165,000	$ 156,000	$ (9,000)	-5%
001-0000-322.00-00	Building Permits	$ 238,000	$ 209,000	$ (29,000)	-12%
001-0000-335.12-00	State Revenue Share	$ 524,436	$ 503,000	$ (21,436)	-4%
001-0000-335.12-20	State Revenue Sharing 8th Cent Municipal Gas Tax	$ 163,268	$ 152,832	$ (10,436)	-6%
001-0000-335.18-00	Local Government 1/2 Cent	$ 1,109,934	$ 1,054,500	$ (55,434)	-5%
***No projected decrease in FY21 Ad Valorem Revenue**		**$ 8,979,697**	**$ 9,227,855**	**$ 248,158**	**3%**

Potential Covid-19 General Fund Revenue Impact Summary, Based on Historical Property Values and Decrease to Revenue During the Recession (FY08-FY12)

		Current FY 2021 Budget	Average % Changed	Highest % Changed
			-3%	-10.5%
Account	Description			
001-0000-311.10-00	Ad Valorem	$ 6,216,058	$ (186,482)	$ (652,686)
			-11%	-23%
001-0000-312.41-00	Local Option Gas Tax	$ 563,001	$ (61,930)	$ (129,490)
			-3%	-3%
001-0000-316.00-00	Local Business Tax	$ 165,000	$ (4,950)	$ (4,950)
			-22%	-51%
001-0000-322.00-00	Building Permits	$ 238,000	$ (52,360)	$ (121,380)
			-1%	-3%
001-0000-335.12-00	State Revenue Share	$ 524,436	$ (5,244)	$ (15,733)
			-0.5%	-0.5%
001-0000-335.12-20	State Revenue Sharing 8th Cent Municipal Gas Tax	$ 163,268	$ (816)	$ (816)
Potential General Fund Revenue Future Impacts Based on Historical % Changed During Recession			**$ (311,783)**	**$ (925,056)**



FY 2021 General Fund Overview

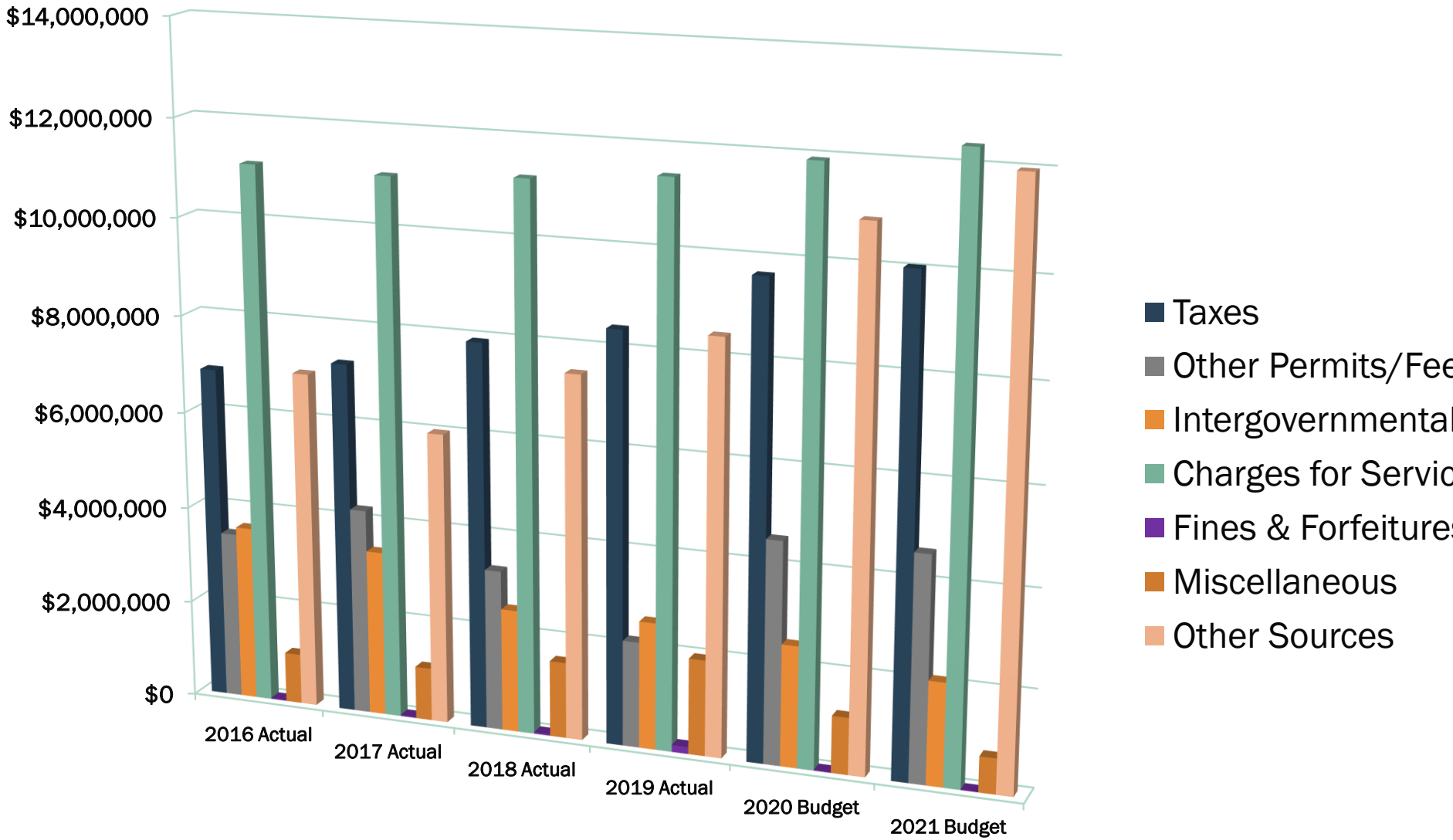
General Fund Revenue Sources

- Taxes
  - Ad Valorem, Public Service, Utility Service and Communication Service Tax
- Other Permits & Fees
  - Building Permits, Franchise Fees, Fire Assessment, and Planning & Zoning Fees
- Intergovernmental
- Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues
- Charges for Service
  - Water Billing Services, Garbage Collection Services, Allocation for Services and Culture/Recreation Events
- Fines & Forfeitures

- Miscellaneous
  - Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues (pass-thru), Insurance Proceeds, etc.

- Other Non-Revenue
  - Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)

General Fund Revenue Trends



FY 2021 General Fund Revenues by Funding Source

Funding Source	FY 2020 Budget	FY 2021 Budget	% Change	FY 2021 % of Budget
Taxes (Ad Valorem, UST and CST)	$9,684,925	$10,046,312	4%	24%
Other Permits & Fees (Building Permits, Franchise Fees, Fire Assessment, and Planning & Zoning Fees)	$4,566,282	$4,618,303	1%	11%
Intergovernmental (Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues)	$2,490,394	$2,116,228	-15%	5%
Charges for Service (Water Billing Services, Garbage Collection Services, Allocation for Services and Culture/Recreation Fees)	$11,925,767	$12,361,708	4%	30%
Fines & Forfeitures	$20,930	$14,813	-29%	-
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.)	$1,169,588	$731,083	-37%	1%
Other Non-Revenue (Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)	$10,877,566	$11,974,288	10%	29%
Totals	**$40,735,452**	**$41,862,735**	**3%**	**100%**

FY 2021 Preliminary Budget General Fund Expenses by Department

GENERAL FUND	FY 2020 Budget	FY 2021 Preliminary Budget	% Change	% OF BUDGET
City Council	$185,941	$231,323	24%	1%
City Manager Office (City Manager, Information Technology and Leisure Services)	$3,743,700	$3,213,447	-14%	8%
Finance (General Accounting, Utility Accounting and Purchasing)	$3,565,477	$3,571,723	-	9%
General Operations (Retiree Insurance, Legal, ERP, Auditing, Contract Services, Debt Service and other City Wide Administrative Costs)	$6,174,743	$7,792,173	26%	19%
Administrative Services (City Clerk and Human Resources)	$922,665	$890,112	-4%	2%
Police (Police Officers, Administration, Communications and Code Enforcement)	$10,392,450	$10,671,803	3%	25%
Fire (Firefighters and Administration)	$6,451,839	$6,786,939	5%	16%
Community Services (Community Services and Economic Development)	$1,410,992	$1,332,180	-6%	3%
Public Works (Administration, Streets, Beautification, Building, Fleet, Solid Waste, and Capital Projects)	$7,887,645	$7,373,035	-7%	18%
Totals	**$40,735,452**	**$41,862,735**	**3%**	**100%**

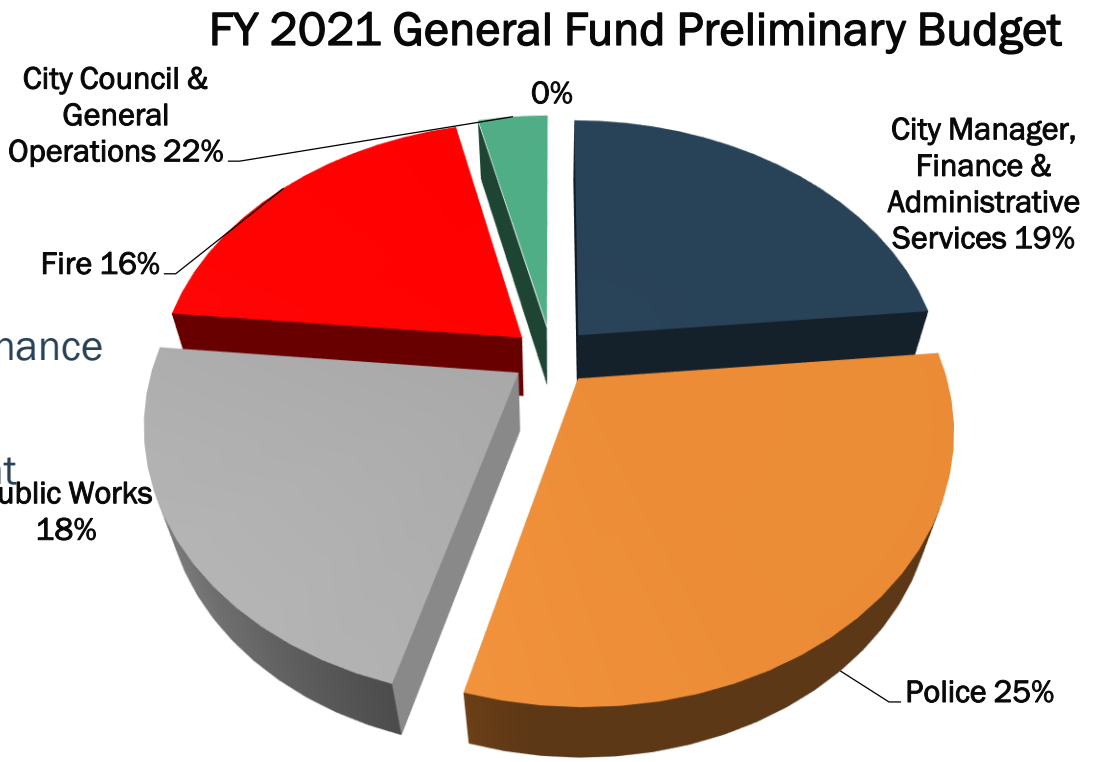
Core Municipal Services

External Services

- Public Safety
  - Police
  - Fire
- Infrastructure Management and Maintenance
  - Public Works
- Growth Management/Land Development
  - Community Service

Internal Services

- Administrative Services
- City Manager
- Finance



Core Municipal Services account for 81% of the General Fund budget excluding capital expenses.

FY 2021 Departmental Requests For Significant Capital Items Moved to FY 2022

7 Unmarked Police Patrol Cars	($175,000)
Police Scanning and Mapping- Crime Scene Device	($60,000)
Traffic Response Trailer	($17,000)
Traffic Advisory Sign	($17,000)
Pierce Enforcer Pumper Truck	($640,000)
Fire Inspector Vehicle	($24,251)
Public Works Replacement Vehicle	($73,000)
Fleet Faster Upgrade	($120,000)
One Elevator Controller	($100,000)
Total Large Capital Moved to FY 2022:	**($1.2 Million)**

(Additional items requested for FY 2021 such as the Fuel Tanks, are being moved to FY 2020 Budget)

FY 2021 Department Personnel Requests

FY21 Position Changes Summary (10-01-20).xlsx

ePCF #	Dept/Div	Note:	Budget without Increase	Budget with Increase	Increase / Decrease
Finance Department					
	1500	Payroll Coordinator position	-	69,363	69,363
	1515	Add pay of $1.00per hour for 6 Meter Readers / Field Service Representative for exceeding standards	-	14,940	14,940
Finance Department Total					84,303
Police Department					
21-002	2100	Replacing the Frozen School Crossing Guard position with a Police Officer Trainee position. No increase to the headcount	-	61,002	61,002
Police Department Total					61,002
Community Development Department					
	3200	Senior License & Permit Technician		59,725	59,725
Community Development Department Total					59,725
Public Works Department					
	3520	Maintenance Worker II - PW	-	57,467	57,467
21-001	3540	Transfer employee from Mechanic I to Fleet Technician II. Replacing existing position with higher paid position. No increase to the headcount.	47,220	50,915	3,695
Public Works Department Total					61,162
Utilities Department					
21-003	4020	Supervisor II - Water	-	64,592	64,592
21-004	4020	Maintenance Worker I - Water	-	52,901	52,901
21-005	4020	Maintenance Worker I - Water	-	52,901	52,901
21-006	4025	Maintenance Worker I - WFO	-	52,901	52,901
21-007	4120	Changing the Water Reclamation System Coordinator (3 Authorizations) to an Environmental Control Coordinator (3 Authorizations) and increasing the pay grade.	49,959	52,203	2,244
Utilities Department Total					225,539
City Wide Increase					491,731

Increase to the Headcount	
001	3
421	4
	7

Breakdown by Fund:	
001	266,192
421	225,539
	491,731

W:\Finance Administration\Staffing\FY2021 Staffing\FY21 Payroll Analysis\FY21 Position Changes Summary (10-01-20).xlsx 6/25/2020

General Fund new positions requests are not approved for FY2021. Utility's Fund new positions requests, are still under review.

City Council's Priority Requests for FY 2021, Discussed at the May Budget Priority Workshop/Kickoff

Community Improvements

- Beautification and Grounds- 33% increase in mowing contract $51K
  - Nuisance Abatement- $25K +$5K
  - Parks Master Plan Underway
- Community Security Cameras – Parks and high crime areas, this Fiscal Year
- Aurora Sidewalk- Grant Submitted, SCTPO Project List $445K
- Community Garden Program
  - DS CRA Discussion
- Affordable Housing Development- RFP City Owned Properties
- Police Traffic Enforcement Program- Existing Officer Allocation, Signage (PW)- $8K
- Leon and Jewel Collins Museum of African American History and Culture- $25K
  - State of Florida Division of Historical Resources Grant-
  - $50K, City $25K match Museum Buildout
  - $383,500K, City $191,750K Match Facility Completion (Windows, Doors)
- Police DNA Testing- $25K +$5K

City Councils Priority Requests for FY 2021, Discussed at the May Budget Priority Workshop/Kickoff

Employee Investment

- Spanish Language Incentive Add-Pay- $.75 per hour
- Education Assistance Program Modification (year four)- $10K
- 3% Pay Increase to all employees- $620K
- 7.5% Increase to health insurance(Employer Portion) $338K
- Police Wage Salary Survey- Recruitment and Retention- Negotiation
- Employee Minimum Wage $15/hr.
  - Salary survey FY21 ($12.5K) and cost estimate
- Employee Residency Program- Down Payment Assistance $71K(HOME) (approx. 2/year)
- New Sustainability Position- $100K ($60K wages, $37K benefits)

Use of General Fund Balance Reserves

Fund Balance Reserve Policy - the purpose of the Fund Balance Reserve Policy is to ensure there will be adequate liquid resources to serve as a financial cushion for the General Fund.

- Restricted General Fund Balance has a minimum reserve requirement of 33% of total operating expenditures and $500,000 for capital replacement reserve
- Reserves are used for Capital and one-time expenses only and **cannot** sustain recurring expenses
- Utilize **available** Fund Balance to fund projects
  - Emergency Response Pandemic, Natural Disaster…
  - Catalytic Capital/Economic Projects to enhance overall City growth and quality of life

General Fund Balance (2019 CAFR)

- Non-spendable (Inventory and Pre-Paid Items) $1,666,589
- Committed (Stabilization Fund) $12,288,375
- Assigned $6,250,000
- Unassigned $5,207,074

- Fiscal Year 2020 Projected Use Fund Balance $2,421,825

Pineda Street $500,000
Street Paving and Sidewalks $330,000
Electric Vehicle $33,250
City Manager Payout $237,033
FY19 Budget Roll $293,269
Two Railroad Crossing $209,000- Deferred due to Virgin Train Construction
Work Cart $15,000
Police Fire System for I.T. Training Room $15,000

Remaining Unassigned Fund Balance End of FY 2020 = $2,785,249

Current Projected Use of Fund Balance FY 2021

- ERP (Assigned Fund Balance) $1.5 Million
- Paving (AFB) $300,000

Total Assigned Fund Balance Use $1.8 Million

- Marked Police Vehicles (Unassigned Fund Balance) $318,500
- Police Main Gate Controls (UFB) $51,000
- Fire Extrication Equipment (UFB) $35,000
- Fire Active Shooter Response Equipment (UFB) $10,000
- Public Works Access Control Doors (UFB) $22,000
- Flatbed Truck (UFB) $87,000
- Cocoa Village Playhouse HVAC (UFB) $45,000
- City Hall I.T. Department HVAC (UFB) $37,000
- City Hall HVAC 2 Units (UFB) $34,500

Total Unassigned Fund Balance Use $640,000

Community Based Requests

- Brevard Public Schools, Cocoa High School - $75,000 (Budgeted in FY19 & FY20)

  (Track, Football Field Turf, Bleachers)

- Brevard Museum - $50,000 annually for 3 years ($150,000), for Museum Operation

- YMCA - $350,000 (Roof, Mechanical, Facility Improvements, Swimming Pool)

- Endeavour Elementary- $25,000 Wellness Coordinator (RN)
  - School Year 20-21, link between students, family and health care

- Recommendation- Finalize Interlocal Agreement with current budget commitment, decision for budget development

Stantec

Stantec to present the General Fund FAMS Model via Go To Meeting

City Council Direction

- **PRELIMINARY Consensus to build proposed FY 2021 Budget**

1. Millage Rate:
   - Maintain Current Millage Rate – 5.9790
   - 6% Increase to Property Values for Tax Year 2020 Estimate, FY 2021. Estimated Revenue $382,729

2. Fire Assessment Rate:
   - FY 2021 Project a 3% Increase : The Preliminary FY 2021 Budget has been built with no increase.

   Estimated Increase of 3% would account for an additional $78,600 in Revenue. Fire Assessment Revenue $2,698,600 would then account for 40% of the Fire Departments Budget.

FY 2021
Stormwater Budget
Overview

FY 2021 Stormwater Fund Preliminary Revenues by Funding Source

Funding Source	FY 2020 Budget	FY 2021 Preliminary Budget	% Change	% of Budget
Special Assessment	$1,747,692	$1,747,692	-	100%
*Grant	$67,189	-	-100%	-
Fund Balance Reserves	$196,661	-	-100%	-
Totals	**$2,011,542**	**$1,747,692**	**-13%**	**100%**

Note: The Preliminary FY 2021 Budget was built with no rate increases
*Grant Revenue is not budgeted until awarded

FY 2021 Stormwater Fund Preliminary Expense Budget

Category	FY 2020 Budget	FY 2021 Preliminary Expenses	% Change	FY 2021 % of Budget
Wages & Benefits	$544,229	$574,773	6%	33%
Operating	$925,181	$587,919	-57%	34%
Capital Outlay	$542,132	$585,000	8%	33%
Totals	**$2,011,542**	**$1,747,692**	**-15%**	**100%**

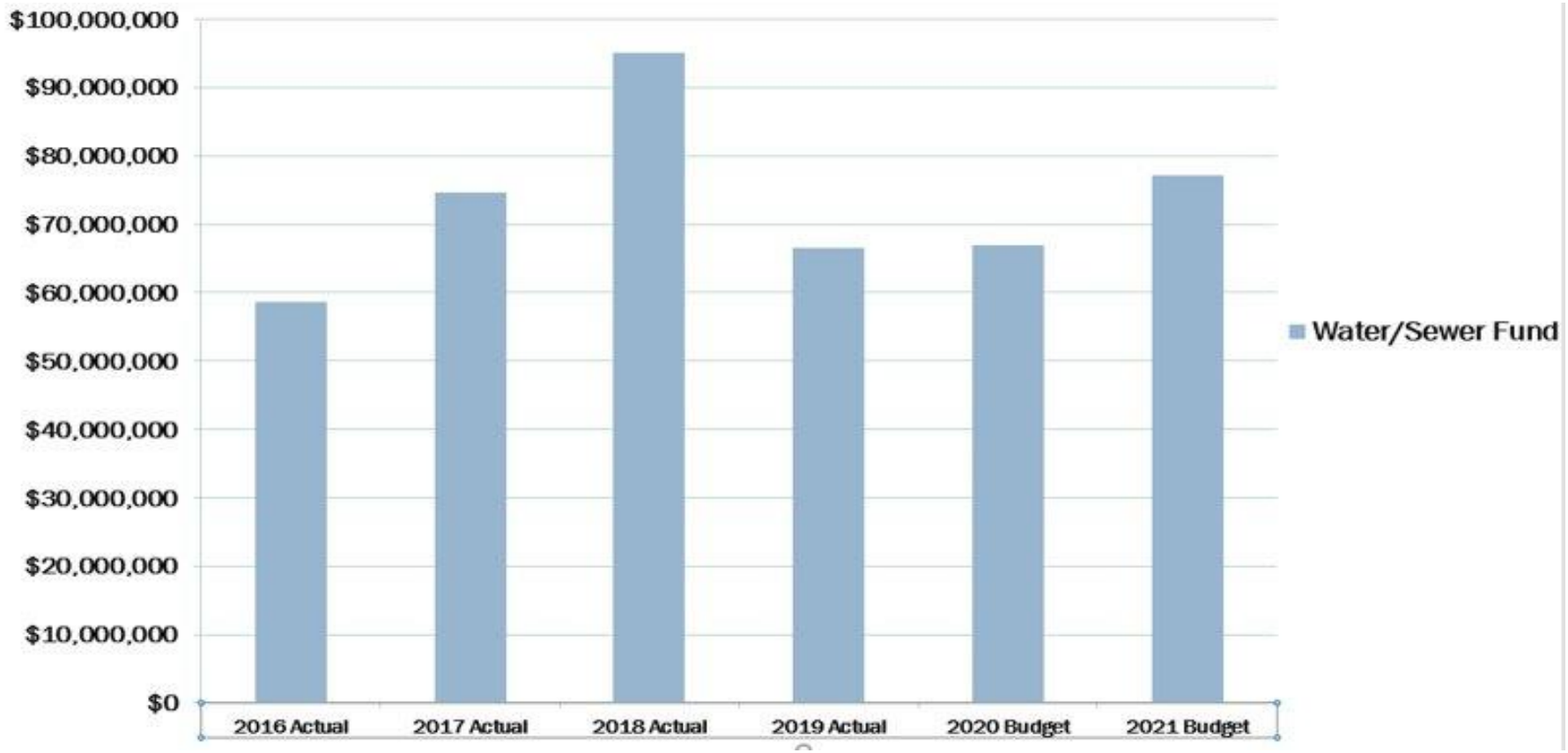
Stantec

COCOA FLORIDA

Stantec to present the Stormwater FAMS Model via Go To Meeting

FY2021
Water/Sewer Preliminary Budget Overview

Water/Sewer Fund Revenue Trends



*Series 2018 Bond Issue

FY 2021 Water/Sewer Fund Preliminary Revenues by Funding Source

Funding Source	FY 2020 Budget	FY 2021 Budget	% Change	% of Budget
Impact Fees (Residential and Commercial)	$2,264,715	$2,233,605	-1%	3%
Charges for Service (Water, Sewer and Reuse Sales, Connection Fees, Hydrant Fees, Fireline Fees, Backflow Device Checks, Grease Trap Permits and Connection Fees)	$63,076,683	$66,526,376	5%	86%
Miscellaneous (Interest Earned, Rent and Royalties, and Scrap Metal)	$146,300	$93,078	-36%	-
Other Non-Revenue (Revenues from Unassigned FB)	$1,529,480	$8,355,443	446%	11%
Totals	**$67,017,178**	**$77,208,502**	**15%**	**100%**

Note: Grants Projects are not budgeted until awarded.

FY 2021 Water/Sewer Preliminary Expenses by Division

Water/Sewer Fund:	FY 2020 Budget	FY 2021 Preliminary Budget	% Change	% OF BUDGET
*Inventory (Warehouse)	-	$115,946	100%	1%
Utility Support Services (Meter Readers And Field Services)	$1,575,874	$1,704,013	8%	2%
Administration (Salaries, ROI, 6% PILOF, Allocation and Debt Service)	$29,118,472	$32,963,018	13%	43%
Dyal Water Plant	$14,955,896	$15,699,527	5%	20%
Water Field Operations	$9,177,939	$9,230,309	1%	12%
Engineering	$4,870,783	$10,289,715	111%	13%
Water Reclamation	$3,917,052	$4,032,880	3%	5%
Sewer Field Operations	$3,401,162	$3,173,094	-7%	4%
Totals	**$67,017,178**	**$77,208,502**	**15%**	**100%**

*Inventory is a New Division

FY 2021 Water/Sewer Preliminary Budget Snapshot

Preliminary FY 2021 Water/Sewer Budget:

- Revenues: $68,853,059
- Expenses: $77,208,502
- Net Position: + $8,355,443
- Total Capital Outlay Requests Water/Sewer Fund $12,215,931: $3,860,488 (Funded by Revenues)

Discussion on the FY 2021 Preliminary Water/Sewer Budget

- A complete Water Sewer Rate Study is underway
  - City Council 1 on 1, Workshop
  - January 1st Implementation
- Analysis is continuing for the division new position requests, and they are not currently in the budget
- The preliminary budget does have projected increases for growth, but there is no rate increase built into the budget
- Two new funds will be created after the Budget Workshop, the Water/Sewer Impact Fee Fund and the Renewal and Replacement Fund. Both of these funds revenue and expenses will be moved, changing the total budget for Water/Sewer.

Stantec

COCOA FLORIDA

Stantec to present the Water/Sewer FAMS Model via Go To Meeting

What's Next…

- **City Council FY 2021 Budget Workshop/Hearings**
  - July 22, 2020 @ 6:00 PM – TRIM Hearing (Set the tentative ad valorem millage rate)
  - August 26, 2020 @ 6:00 PM
    - Resolution – Preliminary Fire Protection Assessment/Rates
    - Resolution – Preliminary Stormwater Assessment/Rates

- 1ST Public Hearing – September 9, 2020 @ 6:00 PM
  - Vote for a Proposed Millage Rate
  - Vote on the Proposed FY 2021 Budget
  - Resolution – Final Fire Assessment
  - Resolution – Final Stormwater Assessment/Rates

- 2nd Final Public Hearing – September 23, 2020 @ 6:00 PM
  - Adopt Final Millage Rate
  - Adopt the FY 2021 Budget

QUESTIONS



Legislation Details (With Text)

File #:	20-348	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	6/15/2020			**In control:**	City Council
On agenda:	7/8/2020			**Final action:**	
Title:	Presentation by the Marine Resources Council. (Dr. Leesa Souto)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

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Legislation Details (With Text)

File #:	20-334	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	6/8/2020			**In control:**	City Council
On agenda:	7/8/2020			**Final action:**	

Title: Approve Participation in a Cooperative Purchase Agreement with Stewarts Electric Motor Works, Inc. of Orlando, Florida, Utilizing the City of West Palm Beach Contract #21128/ITB17-18-118, Effective April 4, 2018 Through April 3, 2021, for Repairs and Maintenance of High Service Station Skid #2 Including the Pump, EM Clutch, and Synchronous Motor at the Dyal Water Treatment Plant (WTP); To Approve a Resolution Amending the FY2020 Budget, BAF # 20-077-T. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Cocoa Piggyback Authorization SEMW (2).pdf
Master Service Contract # 21128 Electric Motor and Pump Repair - executed 4-4-18 (2).pdf
schedule of bid values (2).pdf
Stewarts COI exp. 6.30.20.pdf
HSP #2 COMBINATION QUOTE FOR ENTIRE SKID.pdf
HSP #2 DeLAVAL PUMP REBUILD.pdf
HSP #2 EM 100HP SYCH. MOTOR.pdf
HSP #2 EM DRIVE.pdf
Budget Resolution - Stewarts.pdf
BAF 20-077-T -UT-HSP 2 (7-8-20) Agenda 20-334.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2020
Agenda Date: July 8, 2020
Prepared By: Sean McFarland, Water Treatment Manager
Through: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with Stewarts Electric Motor Works, Inc. of Orlando, Florida, Utilizing the City of West Palm Beach Contract #21128/ITB17-18-118, Effective April 4, 2018 Through April 3, 2021, for Repairs and Maintenance of High Service Station Skid #2 Including the Pump, EM Clutch, and Synchronous Motor at the Dyal Water Treatment Plant (WTP); To Approve a Resolution Amending the FY2020 Budget, BAF # 20-077-T.

BACKGROUND:

The Dyal WTP has four large High Service Pumps (HSPs) that pump water to the distribution system,

which in turn supplies potable water to the utility customers. Maintaining these pumps in running condition is a critical component of the Dyal Water Plant.

As part of the previously awarded Chemical Conversion Reliability Improvement Project (CCRIP), a second piping manifold and an additional high-speed pump room will be constructed in order to provide redundancy for the Dyal WTP. HSP #2 and #3 will be removed from the current pump room and relocated to the new HSP room. Prior to the relocation and installation, HSP #2 and #3 are required to undergo routine scheduled maintenance. This may require sub-component refurbishment at which extent will extend the service deliverable beyond five (5) days per para 2.3 of the Agreement, this necessary maintenance will ensure future reliability. Due to the extensive amount of work needing done, the projected downtime is approximately 12-14 weeks. Since refurbishment of sub-components is required as part of the maintenance, the Department elects to waive the termination provision of the Agreement since services go beyond the five (5) day routine maintenance deliverable provision. Furthermore, the benefit of entering this CoOp will provide a long-term preventative maintenance solution going forward, thus enhancing the existing operable efficiencies.

Staff is requesting the approval to participate in a Cooperative Purchase (CoOp) Agreement with Stewarts Electric Motor Works, Inc. of Orlando, Florida, utilizing the City of West Palm Beach Contract #21128/ITB17-18-118, effective April 4, 2018 through April 3, 2021, for repairs and maintenance of high service station skid #2 including the pump, EM clutch, and synchronous motor at the Dyal Water Treatment Plant (WTP).

Payment for the above services will require a budget adjustment. Available funds will be transferred from Account No. 426-4020-536.63-00, Project No. WS18SW to Account No. 426-4055-536.63-00, Project No. WS1404.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budget Adjustment Form # 20-077-T

Budgeted:	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested:	$248,829.74
Account Number:	426-4055-536.63-00, WS1404
Account Name:	Infrastructure
Source of Funds:	426-4020-536.63-00, WS18SW

PREVIOUS ACTION:

On October 9, 2019, City Council approved Participation in a Cooperative Purchase Agreement with Stewarts Electric Motor Works, Inc. of Orlando, Florida, utilizing the City of West Palm Beach Contract #21128/ITB17-18-118, effective April 4, 2018 through April 3, 2021, for repairs and maintenance of high service station skid #3 including the pump, EM clutch, and synchronous motor at the Dyal Water Treatment Plant (WTP).

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Stewarts Electric Motor Works, Inc. of Orlando, Florida Utilizing the City of West Palm Beach Contract #21128/ITB17-18-118, Effective April 4, 2018 Through April 3, 2021 for Repairs and Maintenance of High Service Station Skid #2 Including the Pump, EM Clutch, and Synchronous Motor at the Dyal Water Treatment Plant (WTP); To Approve a Resolution Amending the FY2020 Budget, BAF # 20-077-T.

WEST PALM BEACH

Procurement

May 17, 2018

Shawny Weston
Administrative Assistant
Cocoa Florida – Dyal Water Treatment Plant
351 Shearer Blvd.
Cocoa, FL 32922

Ms. Weston:

In response to your e-mail dated May 16, 2018, we are happy to comply with your request.

The City of West Palm Beach authorizes the use of ITB 17-18-118, Contract #21128, Master Services Agreement for Electric Motor and Pump Repair, as needed by your agency.

Best Regards,

Frank Hayden
Director of Procurement

401 CLEMATIS STREET
P.O. BOX 3366
WEST PALM BEACH, FL 33401
561.822.2100

Consultant/Contractor Original

WEST PALM BEACH

MASTER SERVICES AGREEMENT
ELECTRIC MOTOR AND PUMP REPAIR

Contract No. 21128
ITB No. 17-18-118

THIS CONTRACT is made and entered into by and between the **CITY OF WEST PALM BEACH**, a municipal corporation of the State of Florida, whose address is 401 Clematis Street, West Palm Beach, Florida 33401 (the "City") and **STEWART'S ELECTRONIC MOTOR WORKS, INC.,** a corporation of the State of Florida, whose address is 8951 Trussway Blvd., Orlando, FL 32824 (the "Contractor").

WITNESSETH:

WHEREAS, the City issued its Invitation to Bid No. 17-18-118 (the "ITB") pursuant to state and local law to solicit proposals to provide Electric Motor and Pump Repair; and

WHEREAS, Contractor is a professional qualified to render said services and has responded to the ITB by submitting its Bid dated January 24, 2018 (the "Bid"); and

WHEREAS, the City desires to engage Contractor to provide such services according to the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations herein contained, and subject to the terms and conditions herein stated, the parties hereto understand and agree as follows:

THIS AGREEMENT ("Agreement") is made by and between the **CONTRACTOR** identified above and the **City of West Palm Beach** ("City"), 401 Clematis Street, West Palm Beach, FL 33401,

In consideration of the covenants and conditions set forth in this Agreement, the Contractor and City agree as follows:

1. Services/Method of Ordering Work.

1.1 Scope. The Contractor hereby agrees to provide all labor, supervision, material, equipment and outside services necessary to repair or refurbish electric motors and pumps on an "as-needed" basis (the "Scope of Work") subject to and in accordance with the terms, conditions and provisions of this Contract and the Contract Documents described below. All repair and refurbishment shall be performed in accordance with 'Electrical Apparatus Service Association's (EASA) Recommended Practice, 1998 Revision and the National Electrical Manufacturers Association (NEMA) Standards for service and repair of electrical apparatus. The work shall be provided at the City's Water Treatment Plant or other City locations the "Repair Sites", as requested by the City. Contractor agrees to furnish all the parts, equipment and labor necessary for performance of the Work in a good, firm, substantial and workmanlike manner, in accordance with all applicable plans and specifications.

1.2. The Contractor shall keep an ample inventory of parts to ensure parts availability and shall provide a parts list on CD with pricing and the percentage of discount off of the list price for all parts. All parts and equipment must be new, carry standard warranties and must meet the specifications of this Contract.

1.3 Pickup and Delivery. The Contractor shall provide free pickup and delivery of all equipment to be repaired at the Contractor's facility. If the equipment is unable to be transported to the Contractor's facility, repairs shall be performed at the specified City facility.

1.3.1 Pickup Time. The Contractor shall pickup equipment for repair within twenty-four (24) hours of receipt of verbal notification by the City, including after normal business hours, weekends and holidays.

1.3.2 Removal and Replacement. The City will be responsible for the removal and replacement of equipment when feasible for the initial repair and for a second time if rework is required due to faulty repair by the Contractor. All costs incurred by the City for the third and subsequent rework cycles will be charged to the Contractor.

1.4 This Contract is on a non-exclusive basis and the City reserves the right to award other contracts for services falling within the scope of this Contract.

1.5 Emergency. If, in the sole opinion of the City, an emergency exists, the Contractor shall provide emergency repair service either in the field or at the Contractor's facility within two (2) hours of notification on a twenty-four (24) hours a day, seven (7) days a week basis, including holidays. Contractor shall have a qualified technical service representative residing in the State of Florida throughout the term of the Contract or otherwise guarantee in writing two (2) hour on-site emergency assistance.

1.6 Method of Ordering Work.

1.6.1 Direct Orders. Emergency type work related to the repair of electric pumps and motors and other emergency-type work, or work which in the City's determination requires immediate Services may be ordered by the City under this Contract as needed, without the issuance of a Work Order. All such work shall be performed and invoiced pursuant to the terms of this Contract. Upon completion of each work task, the Contractor will submit an individual invoice of said task indicating the date work was performed, the description of the person performing the work, the hourly rates charged, equipment provided, rate charged for equipment, materials or supplies in accordance with the Contract.

1.6.2 Work Orders. Services will be requested by City via work order. Work orders will be issued by City on an as-needed basis. Each work order will detail the specific scope of work, schedule for completion and compensation based on the unit prices contained in this Agreement. No work is authorized until a work order is fully executed by the City. Any amendment to a work order is not effective and not authorized until such amendment is fully executed by the City. All terms and conditions of this Agreement will be applicable to each Work Order. Upon completion of Work Order task, the Contractor will submit an individual invoice, a copy of the Work Order and the appropriate completed Small Business participation form. No minimum quantity of work orders nor minimum amount of compensation is guaranteed under this Agreement. No Work Order may be issued for Services to be completed after the expiration of this Agreement. The form of City's work order is attached to this Agreement as **Exhibit A**. Time is of the essence with respect to each Work Order, and Work Orders shall be completed within the time indicated for each Work Order.

1.6.2.1 Contractor's Understanding. Upon receipt of a Work Order it is understood and agreed that the Contractor will, by careful examination, satisfy himself as to the nature and location of the work, the site conditions, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions. Execution of this Contract by the Contractor is a representation that the Contractor will visit the site, review any design criteria furnished by City, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor deems both his inspection of the site and review of information furnished by City to be an adequate investigation. By execution of the Work Order Contractor represents that the plans and specifications are consistent, practical, feasible and that the work can be completed within the scheduled time. Contractor affirmatively covenants that if during construction any discrepancies, defects, etc., are discovered by or made known to Contractor, Contractor shall immediately communicate same to the City.

1.6.2.2 Subcontractors and Suppliers. Unless otherwise required to be specified in Contractor's Bid, within three (3) days after the date of the City's issuance of a Work Order, the Contractor shall furnish to the City in writing the names of the persons or entities (including those who are to furnish parts, materials or equipment fabricated to a special design) whom the Contractor will engage as sub-contractors or suppliers for the Project. The Contractor shall not change such sub-contractors or suppliers without written

notice to City, and shall not contract with a proposed person or entity to whom the City has made reasonable and timely objection in writing, after such notice. The Contractor understands and agrees that the Contractor alone is responsible to the City for all of the work under the Contract and that any review of subcontractors, sub-subcontractors or suppliers by the City will not in any way make the City responsible to any subcontractor or sub-subcontractor or suppliers. By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the subcontractor, to be bound to the Contractor by terms of this Contract and Contract Documents, including but not limited to the insurance requirements for workers' compensation and general liability coverage. The City shall be named as an intended Third Party Beneficiary in all subcontractor agreements provided such naming shall not create privity of contract between City and subcontractor.

All subcontracts shall provide the following exact language: *"Sub-contractor "expressly waives any claims for damages which it may suffer by reason of delay caused by events beyond its' control, including delays claimed to be caused by the City or its Engineer and agrees that its exclusive remedy shall be an extension of its contract time."*

1.6.5 Acceptance of Work. Acceptance of Equipment provided or Services performed shall be by the City after the City's Representative has inspected the equipment or services and determined that provisions of each work order was completed consistent with the Contract Documents and applicable specifications.

2. **F.O.B. Point / Delivery Requirements**.

2.1 F.O.B. The F.O.B. point shall be destination the "Repair Sites", City of West Palm Beach, West Palm Beach, FL 33401. The prices quoted for each purchase shall include all costs of packaging, transporting, delivery and unloading at the City's Repair Site. The City reserves the option to deliver to and pickup from the Contractor, pumps, parts and repaired pumps or related items.

2.2 Delivery Time. Delivery time for Equipment or the time for completion of Repairs is of the essence to this Contract. Delivery times for Equipment shall be as follows: (a) Equipment that is in stock locally shall be delivered within one (1) day of order placement; (b) Equipment that is not in stock locally, but, within the U.S. shall be delivered within 10 days of order placement; and (c) Equipment that is not in stock within the U.S. is to be delivered within seven (7) weeks of order placement.

2.3 Schedule for Repairs. The Contractor shall commence repairs on equipment within ten (10) hours from pickup by the Contractor or delivery to the Contractor's facility by the City. This time frame applies to all equipment other than those specified as emergency repairs, which shall commence immediately upon receipt.

- Routine repairs, as designated by the City, to electric motors shall be completed within five (5) working days from pickup by the Contractor or delivery to the Contractor's facility by the City. All other repairs shall be completed within forty eight (48) hours.
- Emergency repairs, as designated by the City to: (1) electric motors less than 100 HP shall be completed within twenty-four (24) hours from pickup by the Contractor or delivery to the Contractor's facility by the City, and (2) electric motors greater than 100 HP shall be completed within forty-eight (48) hours from pickup by the Contractor or arrival to the specified City facility.
- This agreement is subject to immediate termination if repairs are not completed with the times specified. The Director of the Department requesting the repair may waive the termination provision specified herein, in writing, on a case-by case basis.

3. Rates.

3.1 Rates. The rates for Services, equipment and materials shall be established in accordance with the Schedule of Bid Items attached hereto as **Exhibit B** and incorporated into this Agreement by reference. Upon receipt of a Work Order, Contractor shall inspect and evaluate each piece of equipment after disassembly to determine if the unit can be economically repaired. If the total cost of repairs exceeds 50% of the replacement

cost of the equipment, the Contractor shall notify the City by phone with a written memorandum to follow as confirmation within ten (10) hours from: (1) pickup by the Contractor, (2) delivery to the Contractor's facility by the City or (3) review at the City's facility by the Contractor. All cost overruns from the original repair estimate given by the Contractor to the City shall be absorbed by the Contractor unless waived by the City. The Rates constitute full compensation for all equipment, vehicles, tools, labor, supervision, expertise, permits, licenses, fuel, insurance, taxes, fees, plant, transportation, suspensions, delays and incidentals necessary to complete the Work described in this Contract. The Fee established in each duly executed Work Order shall be the only basis for payment to Contractor by the City.

3.1.1 Labor Time. For on-site repairs, labor time shall commence upon site arrival, terminate upon departure, and total by ¼ hour increments. Labor Cost shall be computed by multiplying the applicable hourly rate by labor time. Contractor shall be responsible for all travel to and from job site. For repairs at Contractors facility labor time shall commence upon starting actual repairs, terminate upon completion of repairs, and be recorded in ¼ hour increments. Labor Cost shall be computed by multiplying the applicable hourly rate by labor time. **Standard labor rate** shall be for work requested and completed during the hours 8:00 A.M. to 5:00 P.M., Monday through Friday. **Premium labor rate** shall be for work requested and completed during the hours 5:01 P.M. to 7:59 A.M., Monday thru Friday, and (weekends) from 5:01 P.M. Friday to 7:59 A.M. Monday, and shall include all federal holidays.

4. Invoices and Payment.

4.1 Invoices. Invoices must identify the PO number and shall be submitted to:
West Palm Beach Finance Department
Attn: Accounts Payable
P.O. Box 3366
West Palm Beach, FL 33402-3366.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. All material costs hall be listed separately on invoice(s) and state a concise description and cost of material. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. **Contractor shall provide W-9 to City with first invoice.**

4.2 Payment. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Contractor of liability for the defective, faulty or incomplete rendition of the Services.

4.3 Withholding Payments. The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate of payment to such extent as may be necessary to protect itself from loss on account of:

a. Defective work not remedied.
b. Claims filed or reasonable evidence indicating public filing of claims by other parties against the Contractor.
c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
d. Damage to another Contractor.
e. Failure of the Contractor to complete work as directed by the City Engineer.

When the above grounds are removed or the Contractor provides a Surety or Performance Bond satisfactory to the City, which will protect the City in the amount withheld, payment shall be made for amounts withheld because of them.

5. Term. This Agreement shall remain in effect for three (3) years from the date of execution of this Agreement by the City. The City shall execute this Agreement last. This Agreement may be extended for two (2) additional terms of one (1) year each; provided a written Amendment to this Agreement is executed by the

parties. The term extension is optional for the parties and nothing in this Agreement gives Contractor a right to any term extension.

6. **Representations, Warranties and Covenants of Contractor**.

6.1 **Authority**. Contractor hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

6.2 **Duly Licensed**. Contractor represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 **No Contingency**. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Contractor, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7. Standard of Care. The standard of care for all Services performed or furnished by Contractor under this Agreement will be superior to the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances or at the same time and in the same locality.

8. Compliance with Laws. In the conduct of the Services under this Agreement, Contractor shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including ethics and procurement requirements.

9. Independent Contractor. It is specifically understood that Contractor is an independent contractor. *If Contractor is an individual:* (i) Contractor is not an employee of the City: (ii) this Agreement is not a contract of employment and that no relationship of employer/employee or principal/agent is or shall be created nor shall exist by reason of the performance of the Services under this Agreement; (iii) Contractor will not be eligible to participate in any employee benefit maintained by the City; (iv) Contractor will not be covered by the City's workers' compensation insurance; (v) Contractor will be solely and exclusively responsible for payment of all taxes due in respect of all compensation and/or other consideration received by Contractor under this Agreement. *If Contractor is a business firm:* (i) Contractor acknowledges that its employees will not be covered by the City's workers' compensation insurance; (ii) Contractor shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Contractor's employees who provide Services under this Agreement; (iii) Contractor shall have no authority to bind City to any contractual or other obligation whatsoever; (iv) Contractor shall be responsible to the City for all work or services performed by Contractor, its employees, agents, or subcontractors under this Agreement.

10. **Right to Audit.** Contractor shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Contractor's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Contractor shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Contractor to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Contractor and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Contractor within 45 days from presentation of City's findings to Contractor. Failure by Contractor to permit such audit shall be grounds for termination of this Agreement by the City.

11. Compliance with Occupational Safety and Health, Damage and Clean Up.

11.1 Compliance. Contractor herby certifies that all materials, equipment, parts, supplies and related items to be supplied under this Contract shall meet OSHA requirements. Contractor further certifies that if any such material, equipment, etc. delivered is found to deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material or equipment, etc. into compliance with OSHA requirements shall be borne by the Contractor.

11.2 Equipment must meet all State and Federal safety regulations.

11.3 Damage. The Contractor shall at all time guard against damage or loss to the property of the City and shall be responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through the negligence of the Contractor or its agents or employees.

11.4 Clean Up. The Contractor shall, as directed by the City, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish, and waste materials resulting from its operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste material in accordance with permission of such disposal granted to the Contractor by the City thereof.

12. Insurance. Contractor shall purchase from and maintain during the term of the Services, and all applicable statutes of limitation periods, the following insurance:

(a) **Comprehensive General Liability** insurance in an amount not less than $1,000,000.00 Combined Single Limit per occurrence and $2,000,000 aggregate, which may not be subject to a self-insured retention or deductible exceeding $25,000.

(b) **Worker's Compensation and Employer's Liability Insurance** with limits of Employer's Liability Insurance not less than $500,000 "each accident," $500,000 "disease policy limit," and $500,000 "disease each employee" unless an opt out letter in conformance with Florida Statutes, Chapter 440, has been provided to the City.

❑ Contractor is the sole owner and/or employer with less than four non-construction employees and opts out of workers' compensation coverage under Florida Chapter 440. Contractor understands that Contractor must comply with Sec. 440.055, F.S., and other applicable regulations. Contractor is an independent contractor.

_____
Contractor Signature

(c) **Automobile Liability**: Not less than $1,000,000.00 Combined Single Limit, per occurrence for bodily injury and property damage; may not be subject to a self-insured retention or deductible exceeding $10,000.

Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a best's rating of A- VI or better.

Additional Insured: All liability insurance policies shall name and endorse the following as additional insured(s): the City of West Palm Beach and its commissioners, officers, employees and agents.

Certificate of Insurance: Contractor shall provide the City Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is the Contractor's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times.

If Contractor's insurance policy is a claims made policy, Contractor shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Agreement.

13. Indemnity. Contractor agrees to indemnify, defend, save and hold harmless the City, its commissioners, officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its commissioners, officials, employees or agents arising out of or incidental to or in any way connected with Contractor's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Contractor in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Contractor's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor. This indemnification includes, but is not limited to, the performance of this Agreement by Contractor or any act or omission of Contractor, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Contractor agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under this indemnification provision. To the extent considered necessary by the City, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Contractor to indemnify the City for City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the City as set forth in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

14. Rejection, Suspension and/or Termination.

14.1 Rejection. If any Equipment or repair is proven to be below the quality required by the specifications or requirements of the Work Order, the City reserves the right to reject that Equipment or Repair. Except as provided in Section 1.3.2 above, the Contractor, at the Contractor's own expense, shall (1) remove the rejected Equipment and immediately replace the rejected Equipment with satisfactory Equipment, or (2) correct the Repair or (3) credit the City with the full price of the rejected Equipment or reimburse the City for any funds paid for the cost of the Repair. If the Contractor is found to repeatedly require rework of previously repaired equipment, this Agreement may be termination by the City.

14.2 Suspension. The City may, at any time, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the City may determine, or to terminate the Contract for the City's convenience. If the City orders a suspension, the Contract price and time for performance shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

14.3 Deficiencies. If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the City, after three calendar days written notice and opportunity to cure to the Contractor, may, without prejudice to any other remedy City may have, terminate this contract, make good these deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

14.4 Termination. The City shall have the right to terminate any Work Order and/or this Agreement, in whole or in part, with or without cause, and for its convenience, upon five (5) calendar days written notice to

Contractor. In the event of termination, the City shall compensate the Contractor for all authorized Services satisfactorily performed through the termination date under the payment terms contained in this Agreement.

14.4.1 Contractor shall immediately deliver all documents, written information, electronic data and other materials concerning City projects in its possession to the City and shall cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

14.4.2 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

15. Warranty/Manuals. Contractor shall warrant that all materials and equipment included in the Services are new except where indicated otherwise in Contract Documents, and that such Services will be of good quality, free from improper workmanship and defective materials and in conformance with the specifications. Contractor shall provide a comprehensive warranty for all equipment, parts, and labor furnished hereunder against defect in materials and/or workmanship for a period of five (5) years after delivery and acceptance by the City; and Contractor shall fully warranty all repairs against defect in material and or workmanship for a period of 1 year from delivery and acceptance ("Warranty Period"). The Contractor shall conduct, jointly with the City, a warranty inspection nine (9) months after the date of City acceptance of all Services. Should any defect in material or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the City, immediately upon written notice from the City. Contractor shall deliver 1 copy of the Operation and Maintenance Manual for each new piece of equipment delivered and shall collect and deliver to the City any specific written warranties given by others.

16. Notices. Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, if to the City, to P.O. Box 3366, West Palm Beach, FL 33402, attention: City Administrator, and if to Contractor, to the address set forth above.

17. Taxes. Contractor understands that in performing the Services for the City, Contractor is not exempt from paying sales tax to Contractor's suppliers for materials required for Contractor to perform under this Agreement. Contractor shall not be authorized to use City's tax exemption number for purchasing supplies or materials.

18. Availability of Funds. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hours notice to Contractor. The City shall be the sole and final authority as to the availability of funds.

19. Lobbying Certification. Contractor certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

20. Non Discrimination. Contractor shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

21. Assignment. This Agreement requires the skills and experience of Contractor and may not be assigned by Contractor. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

22. **Force Majeure**. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil

disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

23. Ethics; Conflict of Interest.

23.1 Contractor represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

23.2 Contractor represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

23.3 Contractor represents that it does not and will not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, member of any board, committee or agency of the City, or any other City employee without prior approval.

23.4 Contractor represents that it does not employ, directly or indirectly, any official of the City. Contractor represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Contractor.

23.5 Contractor represents that it has not knowingly given, directly or indirectly, any gift with a value greater than $100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any City agency, any employee of the City or any City agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Contractor or its business.

23.6 Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Contractor further represents that no person having any interest shall be employed or engaged by it for said Services.

23.7 Contractor, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Contractor's exercise of judgment or quality of the Services being provided under this Agreement. Contractor, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.

23.8 In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

24. Public Entity Crimes Act. Contractor represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Contractor and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

25. Unauthorized Aliens. The knowing employment by Contractor or its sub-contractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing.

26. Small Business Requirements. Contractor shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Contractor shall comply with the small business commitment contained in Contractor's Proposal. Contractor shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

27. Public Records Law. Contractor shall comply with Chapter 119, Florida Statutes, regarding public records. Contractor shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in order to perform the work under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Upon completion of the Agreement, Contractor shall transfer, at no cost, to the City all public records in possession of Contractor or Contractor shall keep and maintain all public records. If Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. If Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Contractor, except as authorized by law and specifically authorized by City. If Contractor does not transfer the records to the public agency upon completion of the Agreement, Contractor shall ensure that exempt and confidential records are not disclosed. Failure of the Contractor to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Agreement by the City, in addition to any other remedies available under the Agreement or by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org.

28. Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Contractor submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

29. Severability. In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

30. Waiver. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

31. Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

32. Inspector General. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

33. Entire Agreement; Exhibits; Amendment. Any Exhibits attached to this Agreement are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by the City and Contractor.

34. Controlling Provisions. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Procurement Solicitation and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Procurement Solicitation; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

35. Contract Documents. The Contractor agrees to complete all Services in accordance with the following documents, which are incorporated herein and made a part hereof.

Exhibit A	Form of Work Order
Exhibit B	Schedule of Bid Items
Exhibit C	ITB 17-18-118 (Incorporated by Reference)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

CONTRACTOR
STEWART'S ELECTRONIC MOTOR WORKS, INC.

By: Paul E. Stewart

Print Name: Paul E. Stewart

Title: Vice President

CITY OF WEST PALM BEACH

By: Geraldine Muoio
Geraldine Muoio, Mayor

Attest: Shaw Fl Cross
City Clerk

Date: 4/4, 2018

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By:

WEST PALM BEACH

CITY OF WEST PALM BEACH
Master Services Work Order
Work Order No. _____

Contract No. 21128.____

Services Type: _____

Contractor: **Stewart's Electronic Motor Works, Inc.**

1. **Services/ Task / Project:** A detailed scope of work to be performed under this Work Order is attached as **Exhibit A**.

2. **Schedule:** The Contractor shall commence services under this Work Order on the date indicated in the Notice to Proceed and fully complete said Work in accordance with **Exhibit ____**.

3. **Compensation:** The total amount to be paid to the Contractor by the City under this Work Order, based upon the unit prices/ rates set forth in the Contract, shall not exceed the sum of _____ ($_____) . A detailed schedule of values is attached as **Exhibit ___.**

4. **Small Business:** The small business commitment for this Work Order is _____%.

5. **Insurance:** Contractor hereby confirms that it maintains the insurance coverages required under the Contract and that certificates of insurance evidencing current policies are on file with the City as of the date of this Work Order.

6. **Contract Reference:** This Work Order shall be performed under the terms and conditions described within the master contract/agreement titled Electric Motor and Pump Repair, dated _____ by and between the City of West Palm Beach and the Contractor named above.

CONTRACTOR:
STEWART'S ELECTRONIC MOTOR WORKS, INC.

By:_____

Print Name: _____

CITY OF WEST PALM BEACH

_____
Geraldine Muoio, Mayor

Date: _____. 20_____

ATTEST: _____
City Clerk

CITY ATTORNEY'S OFFICE
Approval as to form and legality
By:_____

City of West Palm Beach

(B3)

SCHEDULE OF BID VALUES

ITB 17-18-118

Continuing Contract for Electric Motor and Pump Repair

BID ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
	Labor Rates - Shop		
1	**Straight Time Hours** Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	HR	**$25.00**
2	**Overtime Hours** Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	HR	**$25.50**
	Labor Rates - Field		
3	**Straight Time Hours** Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	HR	**$105.00**
4	**Overtime Hours** Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	HR	**$105.50**
	Inspection/Diagnosis Charges - Shop		
5	The fixed price to inspect an electric motor or pump to develop a cost estimate for its repair.	EA	**$0.00**
	Parts & Materials		
6	Parts furnished by the Contractor shall be at Contractor's actual cost plus a maximum percentage markup of 5%. Evidence of actual costs shall be required through submittal of actual invoices.	Actual Cost Plus % Markup	**1x5%**

Bidder Company Name; Stewart's Electric Motor Works, Inc.

Signature of Official Authorized to Bind Bidder Paul E. Stewart

Print Name: Paul E. Stewart

Title: Vice President

Date: 01-24-2018

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISK, FLASK DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION SHALL BE CAUSE FOR REJECTION OF THE BID.

WEST PALM BEACH

Purchasing Department

Addendum 1
ITB 17-18-118
January 19, 2018

Electric Motor and Pump Repair

Each recipient of this Addendum acknowledges all of the provisions set forth in the Invitation to Bid (ITB) and agrees to be bound by the terms thereof.

This addendum shall modify, clarify, change or add information and become part of the above referenced ITB.

This Addendum shall provide the following information:

- ITB Revisions

The following documents are included with this addendum:

- Addendum 1 ITB 17-18-118
- Revised Contractor's Experience and Knowledge – Form (A1)

Revisions

Revision 1: Item #19 – "Be available to respond to the City's facilities for emergencies with four (4) hours of notification" has been removed from Form (A1) – Contractor's Experience and Knowledge. A revised Form (A1) has been included in this addendum.

Revision 2: Section 1 – Scope of Work 2nd Paragraph: Please delete "Contractor shall hold a Proven Efficiency Verification (PEV) certification."

Revision 3: Please add the following language to Section 1 – Scope of Work, Special Conditions:

5. Direct Orders. Work related to the repair of electric motors and pumps and other emergency-type work or work which, in the City's determination, requires immediate Services, may be ordered by City under the Contract, as needed, without the issuance of a Work Order. All such work shall be performed and invoiced pursuant to the terms of the Contract. Upon completion of each work task, the Contractor will submit an individual invoice of said task indicating the date work was performed, the description of the work, the person performing the work, the hourly rates charged, equipment provided, rate charged for equipment, materials or supplies, in accordance with the Contract.

401 CLEMATIS STREET
P.O. BOX 3366
WEST PALM BEACH, FL 33401
561.822.2100

All of the other information remains the same.

Proposers must acknowledge receipt of this Addendum 1 in the space provided below. This Addendum forms an integral part of the ITB documents and therefore must be executed. *Failure to return this addendum with your **bid submittal** may be cause for disqualification.*

Issued By: City of West Palm Beach
Procurement Division
January 19, 2018

Signed By: _____
Nathaniel P. Rubel
Procurement Supervisor

PROPOSER: Stewart's Electric Motor Works, Inc.

Signed By: _____

Print Name: Paul E. Stewart

Title: Vice President

Date: January 24, 2018

End of Addendum 1

WEST PALM BEACH

City of West Palm Beach **(A1)**

ITB 17-18-118
Contractor's Experience and Knowledge

Contractor Name: Stewrat's Electric Motor Works, Inc.

Contractors Experience and Knowledge:

Bidders shall circle their response to the questions below and submit with their bid. Bidders shall attach documentation requested and are encouraged to attach additional information if applicable. If answering "No" to any of the questions below, please provide justification for consideration.

1. Documented Quality control procedures (Yes) or No (Circle Your Answer)
2. Must have an active annual calibration program for all equipment, meters, hand held tools and any other testing devices used in repairs. This program will be administered by a third party and all calibrations to be traceable to NIST standards. (Yes) or No
3. Have a minimum six (6) foot VPI System capable of holding a vacuum of one (1) Torre for a minimum of five (5) hours and the capability of pressurizing the vessel to 95 pounds per square inch (psi) for a period of eight (8) hours minimum. VPI system to use epoxy resin Class "F" or higher Insulation (Polyester varnish not acceptable) only for medium and low voltage repairs. (Yes) or No
4. Have a minimum 5 foot "Dip Tank" with epoxy resin Class "F" OR HIGHER Insulation (Polyester varnish not acceptable). (Yes) or No
5. Have Dynamic Balancing Machine for balancing rotors, fans, impellers, etc. Balancing machine must be capable of generating a balance report that shows unbalance before and balance after correction, in both planes. Generated report to indicate corrective weight with (in-pounds) units. (Yes) or No
6. Have calibrated vibration equipment for in shop and Field Service vibration analysis. (Yes) or No
7. Have balancing equipment and field service technician for use in Field Service. (Yes) or No
8. Have a trained certified employee with a minimum vibration certification level 1 (copy of certification must be attached). (Yes) or No
9. Have an in house motor test bed used to bolted down motors for testing, must be able to provide test bed mass. (Yes) or No
10. Have the capabilities of running all motors at full rated voltage for extended period of time. (Yes) or No
11. Have voltage capability 0 to 7200 Volts. (Yes) or No
12. Have Core Loss Tester with computer generated reports. (Yes) or No
13. Have Motor Surge Tester and High Pot with computer generated reports. (Yes) or No
14. Have temperature controlled water paralysis burn out oven with chart recorded to record temperature. (Yes) or No
15. Have crane (lifting) capacity to lift any of our equipment. (Yes) or No

16. Have Laser Alignment equipment and technician for Field Service. Yes or No

17. Have full in house machine shop. Yes or No

18. Be available 24/7/365 for emergencies and field service. Yes or No

19. Must be authorized by Underwriters Laboratories (UL) to repair "explosion proof motors" maintaining their UL Certification. Yes or No

WEST PALM BEACH

City of West Palm Beach

(B1)

BID PACKAGE COVER SHEET

ITB 17-18-118 Project Title: Continuing Contract for Electric Motor and Pump Repair

Bidder Company Name: STEWART'S ELECTRIC MOTOR WORKS, INC.

Enclose the following documents:

X	1.	Contractor Experience and Knowledge. (A1)
X	2.	Bid Package Cover Sheet. (B1)
X	3.	Bid (B2) **Must be signed**
X	4.	Schedule of Bid Items (B3) **Must be signed**
N/A	5.	Substitution Sheet (B4). If none, mark "None".
X	6.	Schedule of Subcontractors (B5). If none, mark "None".
N/A	7.	Contractor Verification (B6). Check the license and insurance requirements to ensure that you will comply and attach copies of current licenses.
X	8.	Reference List (B7)
X	9.	Affidavit of Prime Bidder re Noncollusion (B8). Be sure to sign and notarize the signature.
X	10.	Drug Free Certification (B9)
N/A	11.	Trench Safety Compliance Form (B10)
X	12.	Small Business - Listing of all Small Business Bids (B11)
X	13.	Statement of Small Business Participation (B12) Attach small business certifications.
X	14.	Small Business - Letter of Intent (B13)
X	15.	Small Business - Good Faith Effort (B14) (only if required)
X	16.	Contractor's Material Suppliers (B15)
N/A	17.	Contractor's Existing and Proposed Workload (B16)
N/A	18.	Bid bond or deposit (if required)
X	19.	Equal Benefits Certification (B17)
X	20.	Copies of licenses, certifications and registrations
N/A	21.	Sample of Daily Report

Clearly mark the outside lower left corner of the Envelope with the firm name, Invitation to Bid number and title, and the date and time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING COLOR PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit one (1) original, one (1) electronic version and three (3) photocopies of your Bid package.

AVOID BID REJECTION:
All bids must be submitted on the provided Bid forms (A1 – B17).
Forms B2 and B3 must be signed in ink by an officer authorized to bind the Bidder.
All Forms must be fully completed.

WEST PALM BEACH

City of West Palm Beach

(B2)

BID

ITB 17-18-118

Proposal of: Stewart's Electric Motor Works, Inc.
(Bidder Company Name)

Bid Amount: $_____N/A_____

See Bid Items 1 – 6 on Schedule of Bid Items B3
(Write Dollar Figure Here)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. No Lobbying. Proposer acknowledges that contact by a Proposer, or anyone representing a Proposer, regarding this ITB with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification.

2. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.

3. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.

4. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.

5. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of $___N/A_____.

6. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.

7. Bidder understands that the contract time starts on the date of Notice to Proceed.

8. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another bidder and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed and liquidated damages.

9. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a subcontractor or subcontractor on this project.

10. Substantial completion shall be within TBD calendar days. Final completion shall be in TBD calendar days. – To be determined per Work Order

11. Liquidated damages for delay are agreed to be $ 0.00 per calendar day.

12. Small Business participation for this project is 0%.

13. Bidder shall be responsible for all permitting fees and utility service connection fees. For construction of a building, the City shall be responsible for plan and permit review fees through its Construction Services Department.

14. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

15. The City reserves the right to select and include one or more alternates in the Project and work.

16. The following officer, director or agent of the Bidder is also an employee of the City of West Palm Beach:

Name	*Address*
NONE	

17. The following employee(s) of the City of West Palm Beach hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name	*Address*
NONE	

18. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

19. Bidder acknowledges that ADDENDA NO(S). 1 have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

20. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

21. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Bidder Company Name: Stewart's Electric Motor Works, Inc.

Business Address: (Street, City, State, Zip Code) 8951 Trussway Blvd. Orlando, Florida 32824

State of Incorporated: Florida Telephone: 407-859-1837 Fax: 407-859-2584

BIDDER:

Paul E. Stewart

Signature of Official authorized to bind Bidder.

Print Name: Paul E. Stewart

Title: Vice President

Date: January 11,2018

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

City of West Palm Beach **(B3)**

SCHEDULE OF BID ITEMS

ITB 17-18-118

PROJECT TITLE: Continuing Contract for Electric Motor and Pump Repair

PLEASE SEE EXCEL WORKSHEET ATTACHED.

City of West Palm Beach

(B3)

SCHEDULE OF BID VALUES

ITB 17-18-118

Continuing Contract for Electric Motor and Pump Repair

BID ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
	Labor Rates - Shop		
1	**Straight Time Hours** Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	HR	**$25.00**
2	**Overtime Hours** Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	HR	**$25.50**
	Labor Rates - Field		
3	**Straight Time Hours** Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	HR	**$105.00**
4	**Overtime Hours** Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	HR	**$105.50**
	Inspection/Diagnosis Charges - Shop		
5	The fixed price to inspect an electric motor or pump to develop a cost estimate for its repair.	EA	**$0.00**
	Parts & Materials		
6	Parts furnished by the Contractor shall be at Contractor's actual cost plus a maximum percentage markup of 5%. Evidence of actual costs shall be required through submittal of actual invoices.	Actual Cost Plus % Markup	**1x5%**

Bidder Company Name; Stewart's Electric Motor Works, Inc.

Signature of Official Authorized to Bind Bidder Paul E. Stewart

Print Name: Paul E. Stewart

Title: Vice President

Date: 01-24-2018

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISK, FLASK DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION SHALL BE CAUSE FOR REJECTION OF THE BID.

WEST PALM BEACH

City of West Palm Beach

(B5)

ITB 17-18-118

SCHEDULE OF SUBCONTRACTORS

Failure to fully complete form may result in bid rejection.
The following is a complete list of all subcontractors utilized for this project:

			Dollar amount of subcontract work $
1.	Murry Logan Construction (company name)	Some on site work if needed (type of work)	Unknow at this time
	313 65th Trail North (address)	561-686-3948 (tel. #)	
	West Palm Beach Fl. 33413 (zip code)	59-1208353 (federal I.D. #)	
2.	Sims Crane Service (company name)	Crane duties (type of work)	Unknow at this time
	596 Thorpe Road (Many locations in Fl.) (address)	407-851-2930 (tel. #)	
	Orlando, Fl. 32824 (zip code)	59-2635880 (federal I.D. #)	
3.	Miami Transfer Co & Fl. Rigging (company name)	On site work if needed (type of work)	Unknow at this time
	9966 Sidney Hayes Rd (Many locations in Fl.) (address)	305-835-8300 (tel. #)	
	Orlando, Fl. 32824 (zip code)	59-1058759 (federal I.D. #)	
4.	Intergrated Vibration Services (company name)	Backup Vibration and alignment (type of work)	Unknow at this time
	2935 West Socrum Loop Rd (address)	813-781-9038 (tel. #)	
	Lakeland, Fl.33810 (zip code)	45-0472854 (federal I.D. #)	
5.	N/A (company name)	(type of work)	$ N/A
	(address)	(tel. #)	
	(zip code)	(federal I.D. #)	

SCHEDULE OF SUBCONTRACTORS (continued if necessary)

6. N/A (company name) _____ (type of work) $ N/A this contract

_____ (address) _____ (tel. #)

_____ (zip code) _____ (federal I.D. #)

7. N/A (company name) _____ (type of work) $ N/A this contract

_____ (address) _____ (tel. #)

_____ (zip code) _____ (federal I.D. #)

8. N/A (company name) _____ (type of work) $ N/A this contract

_____ (address) _____ (tel. #)

_____ (zip code) _____ (federal I.D. #)

9. N/A (company name) _____ (type of work) $ N/A this contract

_____ (address) _____ (tel. #)

_____ (zip code) _____ (federal I.D. #)

Authorized Signature: Paul E Hurst

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Engineering and Public Works Department for approval prior to that subcontractor performing any work.

WEST PALM BEACH

City of West Palm Beach

(B7)

ITB 17-18-118

LIST OF REFERENCES

1. Owner's Name & Address: City of Cocoa

Dyal Water Treatment Plant 351 Shearer Blvd. Cocoa, Florida 32922

Project: Motor and Pump repair at Dyal Plant

Contact Person Mr. David Fisher, Superintendent

Telephone: ( ) 321-635-7773 Fax: ( ) _____ E-Mail: dfisher@cocoafl.org

2. Owner's Name & Address: City of West Palm Beach

Public Utilities Department WTR Water Treatment 1009 Banyan Blvd. Wet Palm Beach, Fl. 33401

Project: Motor and Pump repairs

Contact Person Mr. Richard K. Smith Maintenance Supervisor

Telephone: ( ) 561-822-2200 ext.2268 Fax: ( ) 561-822-2286 E-Mail: rksmith@wpb.org

3. Owner's Name & Address: City of Daytona Beach

The City of Daytona Beach Water Treatment Plant 3651 LPGA Blvd. Datona Beach, Fl. 32124

Project: Motor and Pump repair

Contact Person Mr. Mike Burns Maintenance Supervisor III

Telephone: ( ) 386-671-8841 Fax: ( ) _____ E-Mail: burnsmike@codb.us

4. Owner's Name & Address: Orlando Utilities Commission (OUC)

Water Production Division 6113 Pershing Avenue, Orlando Florida 32827

Project: Pump repairs

Contact Person Mr. Eric Jones Supervisor - Water Production

Telephone: ( ) 407-690-5611 Fax: ( ) _____ E-Mail: Ejones@ouc.com

WEST PALM BEACH

(B8)

AFFIDAVIT OF PRIME BIDDER
Re Non-collusion and Public Entity Crime

State of **Florida** }
County of **Orange** }

Paul E. Stewart, being first duly sworn, disposes and says that:
(Name)

1. I am the **Vice President** (Title) of **Stewart's Electric Motor Works, Inc** (Name of Company) the Bidder that has submitted the attached bid;

2. I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of West Palm Beach or any person interested in the proposed Contract; and

5. The following Officer, director or agent of Bidder is also an employee of the City of West Palm Beach: **None** (if none, write "None").

6. The following employees of the City of West Palm Beach own, directly or indirectly, an interest of 10% or more in Bidder firm or any of its affiliates or subsidiaries: **None** (if none, write "None").

7. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

8. Neither the Bidder nor any officer, director, partner, shareholder, employee, member or agent, who is active in the management of Bidder, or any affiliate or subsidiary of Bidder has been convicted of a public entity crime or action regarding antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation with respect to any bid or contract for goods or services to be provided to any public entity, or has been listed on the state Convicted Vendor List, within thirty-six months prior to the date of Bidder's Bid.

(Signed) Paul E. Stewart

(Print Name) **Paul E. Stewart**

(Title) **Vice President**

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this **January ,18,2018** *(Date)*

by: **Paul E. Stewart**

XX who is personally known to me or

_____who has produced _____ as identification

and who did /(did not) take an oath.

_____
Notary Public (print & sign name)

Commission No. _____

Notary Public State of Florida
Bobbie J Stern
My Commission FF 943253
Expires 12/14/2019

WEST PALM BEACH

City of West Palm Beach **(B9)**

DRUG FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

Stewart's Electric Motor Works, Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under this bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendre* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Paul E. Stewart
Authorized Signature

Paul E. Stewart
Print Name

January 11,2018
Date

WEST PALM BEACH

Procurement Division/Small Business Program
401 Clematis Street, 3rd Floor
West Palm Beach, Florida 33401-4702
Tel: 561-822-2100
Fax: 561-822-1564
Website: http://wpb.org/Departments/Procurement/Small-Business/Certification

(B11)
Form SB02

Subcontractors Listing

Bidder/Proposer's Name: Stwart's Electric Motor Works, Inc Telephone No. 800-729-0271 /407-859-1837

ITB or RFP Title: Continuing Contract for Electric Motor and Pump Repair ITB or RFP No.: 17-18-118

NOTE: List **all subcontractors** you invited to bid on this project, whether they were selected or not, including those identified on the Schedule of Subcontractors. **Submit this form with your bid.** Use additional sheets if necessary.

	Company Name	Work To Be Performed	Contact Person	Telephone Number
1.	Murray Logan Construction, Inc.	Some difficult on site work only	Edward O'Leary	561-686-3948
2.	Sim's Crane Service	Crane duties if needed	Mr. Schepman	407-851-2930
3.	Intergrated Vibration Services	Back up to vibtation and alignment service	Craig Lightsey	813-781-9038
4.	Miami Transfer Co. Inc & Fl. Rigging	Altenate to Murry Logan	Bill Bruce	305-835-8300
5.				
6.				
7.				
8.				
9.				
10.				

Print Preparer's Name: Paul E. Stewart Title: Vice President

Signature: Paul E. Stewart Date: January 17, 2018

Procurement Division/Small Business Program
401 Clematis Street, 3rd Floor
West Palm Beach, Florida 33401-4702
Tel: 561-822-2100
Fax: 561-822-1564
Website: http://wpb.org/Departments/Procurement/Small-Business/Certification

(B12)
Form SB01

Statement of Small Business Participation

Instructions: List all Small Businesses that will participate on this project/contract. **Only City certified small businesses and Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal** established for this project/contract. **Submit this form with your bid/proposal.**

SECTION I. General Information

Bidder or Proposer's Name: **Stewart's Electric Motor Works, Inc.**

Preparer's Name: **Paul E. Stewart** Title **Vice President**

ITB or RFP Title: **Continuing Contract for Electric Motor and Pump Repair** Project Number: **N/A**

ITB or RFP Number: 17-18-118 SB Goal (if established): **0%**

Total Base Project/Contract Amount: **$ Not applicable**

SECTION II. Small Business Participation

The firm(s) listed below have agreed to participate in this project or contract.

	Subcontractor Name	Item Description or Work/Service to be performed	Dollar Value	Percent of Dollar Value/Base Bid	Percent of Dollar Value Total Bid
1.	N/A		$	%	%
2.	N/A		$	%	%
3.	N/A		$	%	%
4.	N/A		$	%	%
5.	N/A		$	%	%
6.	N/A		$	%	%
TOTAL			$	%	%

Preparer's Signature: Paul E. Stewart Date: **January 11, 2018**

WEST PALM BEACH

Procurement Division/Small Business Program
401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401-4702
Tel. (561) 822-2100
Fax (561) 822-1564
Website: http://wpb.org/Departments/Procurement/Small-Business/Certification

(B13)
Form SB03

Letter of Intent

Instructions: The Bidder/Proposer will complete Section I. The Small Business subcontractor will complete Sections II and III. It is the responsibility of the bidder/Proposer to verify that the undersigned is a City Certified Small Business. **Only City of West Palm Beach or Palm Beach County Office of Small Business Assistance (PBC-OSBA)** certified Small Businesses can be used **to meet the goal** established for this project/contract. This completed form will be required before contract award. **Please note: This form is required for each certified Small Business selected.**

SECTION I. General Information

Proposer's Name: **Stewart's Electric Motor Works, Inc.**

ITB or RFP Title: **Continuing Contract for Electric Motor and Pump Repair**

ITB or RFP Number: 17-18-118

SECTION II. Small Business Participation

The undersigned intends to perform the following work pertaining to the above project:

Item No.	Item Description or Work to be Performed	Contract Amount
		$ TBD
		$ TBD
		$ TBD
		$ TBD

SECTION III. Information on the Small Business

Small Business Name: _____

Preparer's Name: _____ Title: _____

Signature: _____ Date: _____

CONTRACTOR'S MATERIAL SUPPLIERS

List all material suppliers that Bidder intends to use on this project. Include additional pages as required. **Failure to fully and accurately complete this form may result in the disqualification of the Bid.**

Name of Suppliers	Types of Material to be Provided	Total Contract Amount including Sales Tax	Total Sales Tax
Bartlett Bearings	Bearing, sealsm gasket, etc	Unknown	Unknown
EIS	Winding materials	Unknown	Unknown
Essex Brownell	Winding materials	Unknown	Unknown
Alrose Metal	Steel	Unknown	Unknown
Seal Distributor	Pump seals, gaskets	Unknown	Unknown
Augamin LLC	All types of parts electrical and mechanical,	Unknown	Unknown

WEST PALM BEACH

City of West Palm Beach **(B17)**

Equal Benefits Certification

This form must be completed and submitted with your firm's submittal /proposal /bid.

Equal Benefits Ordinance. Section 66-9 of the City's Code of Ordinances provides that, with limited exceptions, when contracting for goods, services or construction in an amount of $50,000 or more, with persons or businesses with five or more employees that also provide benefits to employees' spouses and dependents, the city shall contract only with those persons or businesses that provide equal benefits to employees' domestic partners.

Check only one box below:

☒ **1.** The firm certifies and represents that it will comply during the entire term of the contract with Sec. 66-9 of the City's Code of Ordinances by providing benefits to employees' domestic partners equal to those benefits provided to employees' spouses and dependents; or

☐ **2.** The firm does not need to comply with Sec. 66-9 of the City's Code of Ordinances because of an allowable exemption: (Check exemptions that apply):

____ The firm's price for the contract term awarded is $50,000 or less.
____ The firm employs less than five (5) employees.
____ The firm does not provide benefits to employees' spouses nor employees' dependents.
____ The firm is a government entity.
____ The contract is for the sale or lease of property.
____ Compliance would violate grant requirements or regulations of federal / state law.
____ The contract is an emergency procurement or necessary to respond to an emergency situation.

☐ **3.** The firm does not comply with Sec. 66-9 of the City's Code of Ordinances and does not have an allowable exemption.

I, Paul E. Stewart (Print Name of Authorized Officer), Vice President (Title)

of Stewart's Electric Motor Works, Inc. (Name of Firm)

hereby attest that I have the authority to sign this certification on behalf of the firm and certify that the above information is true, complete and correct.

Signature: Paul E. Stewart

STATE OF Florida

COUNTY OF Orange

Sworn to and subscribed before me this _____ day of _____, 20_____, by

Paul E. Stewart, as an act of Stewart's Electric Motor Works, Inc. (*firm*), who is

personally known to me or produced the following identification: _____.

Notary Signature: Bobbie J Stern

Print Notary Name: Bobbie J. Stern

Commission No. _____

Notary Public State of Florida
Bobbie J Stern
My Commission FF 943253
Expires 12/14/2019

04853 10/19/13

FLORIDA
DEPARTMENT OF REVENUE

Certificate of Registration

DR-11
R. 10/13

Issued Pursuant to Chapter 212, Florida Statutes

58-8012168732-1	06/11/82
Certificate Number	Registration Effective Date

This certifies that

STEWART'S ELECTRIC MOTOR WORKS INC
8951 TRUSSWAY BLVD
ORLANDO FL 32824-7812

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

Scott Randolph, Tax Collector — Local Business Tax Receipt — Orange County, Florida

This local business tax receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2017 **EXPIRES 9/30/2018**

3100	SVC-MOTOR REPAIR	$40.00	20	EMPLOYEE	3200	RETAIL SALES	3100-0022945	$30.00	1	EMPLOYEE

SCOTT RANDOLPH, TAX COLLECTOR • ORANGE COUNTY, FLORIDA

TOTAL TAX	$70.00
REGULATED WASTE	$50.00
PREVIOUSLY PAID	$120.00
TOTAL DUE	$0.00

STEWARTS ELECTRIC MT WKS INC

STEWARTS ELECTRIC MT WKS INC
8951 TRUSSWAY BLVD
ORLANDO FL 32824-7812

8951 TRUSSWAY BV
U - ORLANDO, 32824

PAID: $120.00 0099-00794538 8/10/2017

This receipt is official when validated by the Tax Collector.



AN ADVANCED ENERGY
MOTOR RENEWAL PROGRAM

CERTIFICATE OF PROVEN EFFICIENCY VERIFICATION

Stewart's Electric Motor Works, Inc.

Orlando, Florida

Certification Code: 1207-AO-17

This Facility has demonstrated, through inspection and testing, that it has met Advanced Energy's Proven Efficiency Verification criteria. These criteria were established to distinguish motor repair facilities that have demonstrated the capability to perform repair work of the highest quality.

July 31, 2017

Effective through

Robert K Koger

President and Executive Director, Advanced Energy

EASA ACCREDITED

This Certifies that

Stewart's Electric Motor Works, Inc.

of Orlando, Florida

Has successfully demonstrated via third-party, independent audit that it follows the prescribed good practices to consistently deliver quality electromechanical repairs that maintain or improve AC electric motor efficiency and reliability

This Certificate Expires January 17, 2018

MEMBER 3396
EASA®
The Electro•Mechanical Authority

President & CEO

EASA ACCREDITED MEMBER
COMPLIES WITH
EASA AR100

Technical Associates

TABofC

Board of Certification

Certifies That

Bret McCormick

has successfully completed the requirements for

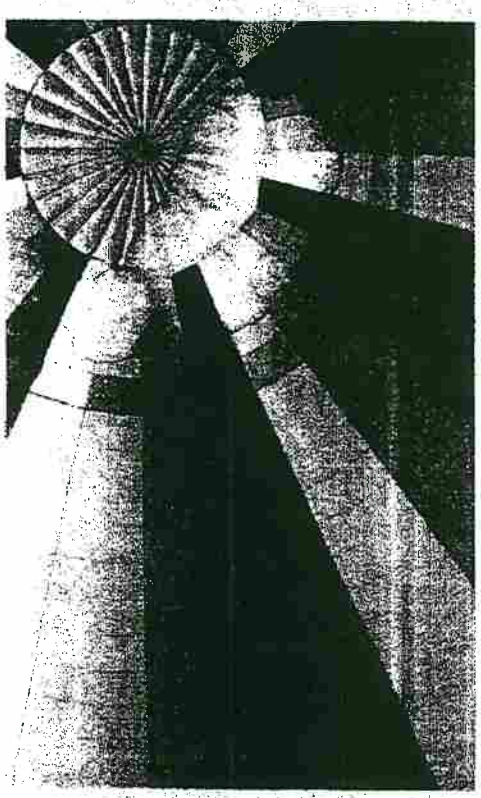
VIBRATION ANALYST: ISO CATEGORY II

TABofC Certification Program for Vibration Analysts complies with the International Organization for Standardization, ISO 18436-2 Standard, Condition Monitoring and Diagnostics of Machines.

May 26, 2017	17/05/26 7800-926 -06	May 26, 202
Date of Examination	*Certificate Number*	*Expiration D*

Technical Associates Board of Certification
1230 West Morehead Street, Suite 400
Charlotte, NC 28208
Tel: (704) 333-9011 Fax: (704) 333-1728

James E. Berry, P.E., Certification M



Alignment Supplies, Inc.

presents

Certificate of Completion

to

Sam Sanchez

For

Easy-Laser

Level 1

Shaft Alignment Training Course

Greg Knitz, President

August 26, 2008

City of West Palm Beach (B3)

SCHEDULE OF BID VALUES

ITB 17-18-118

Continuing Contract for Electric Motor and Pump Repair

BID ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
	Labor Rates - Shop		
1	**Straight Time Hours** Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	HR	**$25.00**
2	**Overtime Hours** Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	HR	**$25.50**
	Labor Rates - Field		
3	**Straight Time Hours** Straight time is defined as being between the hours of 8:00 a.m. through 5:00 p.m. Monday through Friday.	HR	**$105.00**
4	**Overtime Hours** Overtime is defined as being between the hours of 5:01 p.m. through 7:59 a.m. Monday through Friday and any time Saturday, Sunday or Holidays.	HR	**$105.50**
	Inspection/Diagnosis Charges - Shop		
5	The fixed price to inspect an electric motor or pump to develop a cost estimate for its repair.	EA	**$0.00**
	Parts & Materials		
6	Parts furnished by the Contractor shall be at Contractor's actual cost plus a maximum percentage markup of 5%. Evidence of actual costs shall be required through submittal of actual invoices.	Actual Cost Plus % Markup	**1x5%**

Bidder Company Name; Stewart's Electric Motor Works, Inc.

Signature of Official Authorized to Bind Bidder Paul E. Stewart

Print Name: Paul E. Stewart

Title: Vice President

Date: 01-24-2018

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISK, FLASK DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION SHALL BE CAUSE FOR REJECTION OF THE BID.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/24/2019

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

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

PRODUCER Insurance by Ken Brown, Inc. 707 Pennsylvania Ave Ste 1300 Altamonte Springs FL 32701	CONTACT NAME: PHONE (A/C, No, Ext): 321-397-3870 FAX (A/C, No): 321-397-3888 E-MAIL ADDRESS: certificates@insbykenbrown.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED STEWA-4 Stewart's Electric Motor Works Inc. 8951 Trussway Blvd Orlando FL 32824	INSURER A : Amerisure Ins Company — 19488 INSURER B : Amerisure Mutual Ins. Co — 23396 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1071865369 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		CPP20711640902	6/30/2019	6/30/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			CA20710550901	6/30/2019	6/30/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CU20711780902	6/30/2019	6/30/2020	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC207117609	6/30/2019	6/30/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

City of Cocoa is an additional insured with regards to General Liability, as required by written contract.

CERTIFICATE HOLDER

City of Cocoa
Attn, Joe DeGiovine
65 Stone Street
Cocoa FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000671
Quote Date:	06/05/20
Page:	1

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE STREET COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 STATE ROAD 520 CHRISTMAS, FL 32709

Order	Item # / Description / Notes	Unit Price	Extension
	Nameplate Data:		
	MFG:EM HSP # 2, MODEL #:DeLAVAL PUMP		
	#2, SERIAL #:T-20/18AD, SIZE:EM CLUTCH		
	#2, HP/KW:1000 EM MOTOR #2, PUMP		
	STYLE:ALL ROTATING PARTS, CUST. ID:HIGH		
	SERVICE PUMP #2		
	Special Instructions:		
	WORSE CASE SCENARIO FOR THE		
	REBUILDING OF PUMP, EM CLUTCH		
	AND EM SYCH MOTOR FOR THE		
	HIGH SERVICE PUMP # 2		
	THIS QUOTE INCLUDES A COMBINATION OF		
	THREE QUOTES COMBINED INTO ONE QUOTE FOR		
	PURPOSE OF A PROJECT QUOTE.		
	HIGH SERVICE PUMP STATION # 2		
	TOTALS FOR WORSE CASE SCENARIO FOR HSP#2		
	SEMW QUOTE # 668 DeLAVAL PUMP REBUILD		79,425.23
	SEMW QUOTE # 669 EM CLUTCH		57,091.37
	SEMW QUOTE # 670 EM 1000HP SYCH MOTOR		112,353.14
	THIS QUOTE IS FOR REBUILDING THE ABOVE		
	EQUIPMENT, NO REMOVAL OR RE-INSTALLATION		
	QUOTED.		
	PLESE NOTE THAT THIS PRICE IS BASED		
	ON THE UNITS RUNNING AT TIME OF		
	DISCONNECT.		
	ESTIMATED LEAD TIME FOR REPAIR		

Continued...

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000671
Quote Date:	06/05/20
Page:	2

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE STREET COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 STATE ROAD 520 CHRISTMAS, FL 32709

Order	Item # / Description / Notes	Unit Price	Extension
	12 - 14 WEEKS		

Total	248,869.74

Quotation valid for 90 calendar days
from the above date.
Total is plus sales tax if applicable.
Based Upon Our Standard Terms And Conditions.

Received By: _____ **Date:** _____

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000668
Quote Date:	06/05/20
Page:	1

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE STREET COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 STATE ROAD 520 CHRISTMAS, FL 32709

Order	Item #/Description/Notes	Unit Price	Extension
	Nameplate Data:		
	MFG:DeLAVAL, MODEL #:T-20/18AD,		
	TDH:705012		
	Special Instructions:		
	DeLAVAL HIGH SERIVCE PUMP		
	WORSE CASE SCENARIO		
	REBUILD PRICE.		
	PLEASE NOTE THAT THIS PRICE IS		
	BASED ON ALL UNITS RUNNING AT		
	THE TIME OF DISCONNECTION		
	PICK UP PUMP & TRANSPORT BACK TO		
	SEMW FACILITY (NO CHARGE)		
	DISMANTLE PUMP (NO CHARGE)		
	ANALYZE UNIT		
	STEAM CLEAN PARTS AS NEEDED		
	BURN OUT BOTH CASSINGS		
	SANDBLAST BOTH CASSINGS		
	SANDBLAST INTERIOR, EXTERIOR,		
	FLANGES, & COLUMN PIPE TO REMOVE		
	RUST AND CONTAMINANTS		
	CHECK/TRUE COLUMN PIPE FLANGE FACES		
	FOR PROPER SEALING		
	APPLY ENECON CHEMCLAD XC TO COLUMN		
	WHICH HAS NSF61 CERTIFICATION FOR USE		
	IN POTABLE WATER		
	INSPECT & REPAIR OR REPLACE PUMP SHAFT		
	INSPECT IMPELLER AND REPAIR AS NEEDED		
	MACHINE/FABRICATE & INSTALL NEW IMPELLER		
	BRASS WEAR RINGS		
	CLEAN ALL PARTS		

Continued...

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000668
Quote Date:	06/05/20
Page:	2

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE STREET COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 STATE ROAD 520 CHRISTMAS, FL 32709

Order	Item #/Description/Notes	Unit Price	Extension
	BATHE PUMP CASING IN DENATURIZED		
	ALCOHOL		
	COAT INSIDE OF PUMP CASINGS W/ENECON		
	CHEMCLAD XC (FIVE COATS TO ACHIEVE		
	PROPER THICKNESS)		
	COAT IMPELLER WITH ENECON CHEMCLAD XC		
	DYNAMIC BALANCE IMPELLER/ROTATING ASSY.		
	INSTALL & SEAT BABBIT BEARINGS		
	REBABBIT		
	REBABBIT BOTH BEARINGS		
	FACE		
	FACE BOTH SIDES OF BORE		
	PPC SPLIT SEAL		
	5.25" PPC SPLIT SEAL		
	INSTALL SPLIT MECANICAL SEALS		
	FURNISH & INSTALL NEW BOLTS, GASKET &		
	PIPING		
	NON ASB GASKET		
	NON ASBESTOS GASKET SHEET		
	12" FF GASKET		
	GASKET 300LB 1/8 RED RUBBER		
	1/6" NONASB		
	GARLOCK GASKET NON ASBESTOS		
	EYE BOLT		
	FURNISH STEEL EYEBOLT		
	MISC. HARDWARE		
	MISC. BOLT & NUTS		
	ASSEMBLE PUMP		
	APPLY AMBERLOCK 400 SEALING TO THE		
	EXTERIOR FOR RUST PREVENTION		
	PAINT EXTERIOR OF PUMP		
	METALCLAD DURALLOY 1		
	ENECON MELATCLAD DURALLOY 12 X 1KG		

Continued...

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000668
Quote Date:	06/05/20
Page:	3

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE STREET COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 STATE ROAD 520 CHRISTMAS, FL 32709

Order	Item #/Description/Notes	Unit Price	Extension
	CHEMCLAD XC (L.GRAY)		
	CHEMCLAD XC LIGHT GRAY (7 KG KIT) CAN		
	CHEMCLAD XC (WHITE)		
	CHEMCLAD XC WHITE (7 KG KIT) CAN		
	ECC-600		
	2" BRUSH FOR ENECON		
	MISC. ENECON MATERIA		
	ROLLERS, RAGS, ALCOHOL		
	MISC. MATERIAL		
	MISC. MATERIAL		
	MISC. MACHINE		
	MISC. MACHINE MATERIAL		
	SHIPPING		
	INBOUND		
	GAUGE		
	4" DIAL 1/2 NPT BOT 160PSI		
	304L		
	304L 2"X27" OD CIRCLES STAINLESS		
	GAUGE		
	DIAL 1/2" NPT BOT 100PSI		
	AMERLOCK		
	AMERLOCK 400 - PEARL GRAY		
	TRANSPORT PUMP BACK TO COCOA (NO CHARGE)		
	ESTIMATES NOT TO EXCEED:		
	LABOR 1,120.0 HRS @25/HRS = $28,000.00		
	MATERIALS COST $48,976.40@5%= $51,425.23		
	TOTAL $79,425.23		

Continued...

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000668
Quote Date:	06/05/20
Page:	4

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE STREET COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 STATE ROAD 520 CHRISTMAS, FL 32709

Order			Item #/Description/Notes	Unit Price	Extension

Quotation valid for 30 calendar days from the above date.
Total is plus sales tax if applicable.
Based Upon Our Standard Terms And Conditions.

Total	79,425.23

Received By: _____ **Date:** _____

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000670
Quote Date:	06/05/20
Page:	1

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE STREET COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 STATE ROAD 520 CHRISTMAS, FL 32709

Order	Item # / Description / Notes	Unit Price	Extension
	Nameplate Data:		
	HP:1000, FRAME:4500, RPM:900,		
	MFG:ELECTRIC MACHINERY, VOLTS:4000,		
	SERIAL #:369160011, TYPE:SYNC MOTOR,		
	ENCL:AIR BOX VE, AMPS:113, SVC		
	FACTOR:1.15		
	Special Instructions:		
	SYNCHRO-PAC		
	BRUSHLESS SYNCHRONOUS MOTOR		
	PROVIDE WORSE CASE SCENARIO		
	PRICING FOR REBUILDING MOTOR		
	PRICE IS BASED ON UNIT RUNNING		
	AT TIME OF DISCONNECT		
	PICK UP MOTOR FROM PLANT: (NO CHARGE)		
	PERFORM INCOMING ELECTRICAL TEST		
	AND RECORD DATA		
	INSPECT AND TAKE INCOMING PICTURES		
	DISMANTLE NO CHARGE		
	ANALYZE UNIT		
	STEAM CLEAN STATOR		
	BAKE DRY STATOR WINDINGS		
	STEAM CLEAN & BAKE EXCITER COMPONENTS		
	BAKE DRY EXCITER COMPONENTS		
	PERFORM ELECTRICAL TEST ALL WINDINGS		
	MEASURE ALL MECHANICAL FITS & RECORD		
	RESIN TREAT STATOR WINDINGS		
	RESIN TREAT ROTOR WINDINGS		
	RESIN TREAT ALL ELECTRICAL WINDINGS		
	USING CLASS H EPOXY RESIN		
	REMOVE EXCESS RESIN		

Continued...

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000670
Quote Date:	06/05/20
Page:	2

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE STREET COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 STATE ROAD 520 CHRISTMAS, FL 32709

Order	Item # / Description / Notes	Unit Price	Extension
	DYNAMIC BALANCE ROTOR		
	FURNISH & INSTALL STANDARD BEARINGS		
	ASSEMBLE SYNCRONOUS MOTOR		
	TEST RUN MOTOR		
	PERFORM VIBRATION ANALYSIS		
	PAINT PER CUSTOMER SPECIFICATIONS		
	DELIVERY UNIT BACK TO PLANT (NO CHARGE)		
	PROVIDE FINAL REPORT WITH DELIVERY AS		
	AS A DIGITAL COPY TO ALL PARTIES		
	BEARING		
	STANDARD BEARING		
	BEARING		
	STANDARD BEARING		
	MISC. MATERIAL		
	MISC. MATERIAL		
	LABOR HRS 550 AT $25.00/HR = $13,750.00		
	MATERIALS COST $7,730.78 @5%=$8,117.32		
	TOTAL RECONDITION PRICE: $21,867.32		
	ALL WORK PERFORMED WITH		
	PEV (PROVEN EFFICIENCY VERIFICATION)		
	PROCESSES AND PROCEDURES.		
	ADDTIONAL PRICE FOR STATOR REWIND:		
	PERFORM CORE LOSS TEST		
	HEAT CLEAN STATOR		
	USING A TEMPERATURE CONTROLLED OVEN		
	WITH CALIBRATED CHART RECORDER		
	STRIP OUT WINDINGS		
	PERFORM CORE LOSS TEST		
	REWIND STATOR		
	PERFORM ELECTRICAL VERIFICATION TEST		

Continued...

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000670
Quote Date:	06/05/20
Page:	3

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE STREET COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 STATE ROAD 520 CHRISTMAS, FL 32709

Order	Item # / Description / Notes	Unit Price	Extension
	VPI STATOR WINDINGS USING CLASS H EPOXY		
	BAKE CURE STATOR WINDINGS		
	REMOVE EXCESS RESIN		
	FORM COILS		
	PROVIDE FORM COILS AS PER SPECIFICATION		
	WIND		
	WINDING MATERIAL		
	LABOR HRS 880@$25.00 = $ 22,000.00		
	MATERIAL COST $17,208.10 @ 5%=$18,068.50		
	STATOR REWIND PRICE: $40,068.50		
	ADDITIONAL PRICE FOR ROTOR REWIND		
	HEAT CLEAN ROTOR POLES		
	USING A TEPERATURE CONTROLLED OVEN		
	WITH CALIBRATED CHART RECORDER		
	STRIP OUT ROTOR POLES		
	REWIND ROTOR		
	VPI ROTOR USING CLASS H EPOXY RESIN		
	BAKE CURE ROTOR		
	REMOVE EXCESS RESIN		
	COILS		
	PROVIDE COILS AS PER SPECIFICATION		
	WIND		
	WINDING MATERIAL		
	LABOR HRS 1,250 @$25.00 = $31,250.00		
	MATERAL COST $18,254.59 @5%=$19,167.32		
	ROTOR REWIND PRICE: $50,417.32		
	TOTAL FOR WORSE CASE SCENARIO PRICE		
	COMBINED LABOR AND MATERIALS ABOVE:		
	LABOR 2,680 HRS @$25.00 = $67,000.00		

Continued...

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000670
Quote Date:	06/05/20
Page:	4

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE STREET COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 STATE ROAD 520 CHRISTMAS, FL 32709

Order	Item # / Description / Notes	Unit Price	Extension
	MATERIAL COST $43,193.47 @5% $45,353.14		
	TOTAL PRICE $112,353.14		
	PLEASE NOTE THAT ALL SPECIFICATIONS		
	ARE TO THE IEEE95 AND IEEE112		
	AS WELL AS OUR PROPRIETARY PROCESS		
	TO PROLONG THE LIFE ON YOUR UNIT.		
	ALSO NOTE THAT OUR RESIN IS TESTED		
	ON A MONTHLY BASIS TO CHECK FOR		
	CORRECT VESCOSITY AND PERFORMANCE.		

Total	112,353.14

Quotation valid for 30 calendar days
from the above date.
Total is plus sales tax if applicable.
Based Upon Our Standard Terms And Conditions.

Received By: _____ **Date:** _____

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000669
Quote Date:	06/05/20
Page:	1

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE STREET COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 STATE ROAD 520 CHRISTMAS, FL 32709

Order	Item # / Description / Notes	Unit Price	Extension
	Nameplate Data:		
	KW/HP:1000, FRAME:MD537, RPM:0-720,		
	MFG:EM, VOLTS:190, SERIAL #:169160013,		
	TYPE:CLUTCH, ATTACHMENT:PUMP & MOTOR,		
	AMPS:23		
	Special Instructions:		
	WORSE CASE SCENARIO PRICE		
	TO REBUILD EM CLUTCH		
	ELECTRO MACHINERY EDDY CURRENT		
	CLUTCH. PRICE BASED ON UNIT		
	RUNNING AT TIME OF DISCONNECT		
	PICK UP CLUTCH AND TRANSPORT TO SEMW		
	FACILITY (NO CHARGE)		
	DISMANTLE EDDY CURRENT CLUTCH		
	MEASURE MECHANICAL FITS		
	PERFORM ELECTRICAL TEST		
	STEAM CLEAN & BAKE WINDINGS		
	RESIN TREAT ROTOR WINDINGS		
	REMOVE EXCESS RESIN		
	TURN SLIP RINGS		
	CLEAN ALL PARTS		
	DYNAMIC BALANCE ROTOR		
	INSTALL BRUSHES		
	ASSEMBLE		
	PAINT		
	TRANSPORT CLUTCH BACK TO W.T.P		
	FROM SEMW FACILITY (NO CHARGE)		
	BRG-22224		
	SPHERICAL ROLLER BEARING		
	BRG-NU226		
	ROLLER BEARING		

Continued...

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000669
Quote Date:	06/05/20
Page:	2

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE STREET COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 STATE ROAD 520 CHRISTMAS, FL 32709

Order	Item # / Description / Notes	Unit Price	Extension
	386094		
	FURNISH NEW BRUSHES		
	MISC. MATERIAL		
	MISC. MATERIAL		
	MISC. MACHINE		
	MISC. MACHINE MATERIAL		
	LABOR HRS 520 @$25 = $13,000.00		
	MATERIAL COST $6,526.19 @5% = $6,852.50		
	TOTAL RECONDITION PRICE $ 19,852.50		
	ADDITIONAL WORK AND MATERIALS TO PROVIDE		
	A WORSE CASE SCENARIO QUOTE.		
	FABRICATE SPECIAL PART POLARITY BOX		
	WITH SWITCH MOUNTED ON CLUTCH ENCLOSURE		
	FABRICATE SPECIAL PART QUICK AXCESS PORT		
	TO BRUSH RIGGING & BRUSHES		
	LABOR - MACHINE SHOP REMOVE SLIP RINGS		
	PRESS OFF RINGS & TOOTH GEAR		
	LABOR - MACHINE SHOP REMOVE ROTOR POLES		
	PRESS OFF POLES PIECES FROM ROTOR SPIDER		
	LOADING UNLOADING POLE PIECES INTO CLEAN		
	OVENS TO REMOVE VARNISH		
	RECORD REWIND DATA AS RECEIVED FOR EACH		
	STRIP OUT POLE COIL WINDINGS		
	CLEAN PARTS POLE PIECES WITH STEAM		
	FABRICATE SPECIAL PART TO MOUNT POLES		
	PIECES INTO WINDING MACHINE		
	REWIND CLUTCH POLE PIECE (10 TOTAL)		
	RESIN TREAT EACH POLE WINDINGS		
	LABOR - MACHINE SHOP RE-INSTALL POLE		
	PIECES ONTO ROTOR SPIDER, PRESS ON		

Continued...

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000669
Quote Date:	06/05/20
Page:	3

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE STREET COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 STATE ROAD 520 CHRISTMAS, FL 32709

Order	Item # / Description / Notes	Unit Price	Extension
	CONNECT POLE PIECES AND INSTALL LEADS		
	LABOR - MACHINE SHOP INSTALL SLIP RINGS		
	& TOOTH GEAR PRESS ONTO SHAFT		
	CONNECT ROTOR POLES TO BRUSH RIGGINGS		
	NEW SLIP RINGS		
	PROVIDE NEW SS RINGS		
	WIND		
	WINDING MATERIALS TO REWIND POLE PIECES		
	MISC. MATERIAL		
	MISC. MATERIAL USED AND DISPOSABLES		
	FOR ADDITIONAL WORK SCOPE		
	MISC. MACHINE		
	MISC. MATERIAL USED IN MACHIN SHOP		
	FOR ADDITIONAL WORK SCOPE		
	SHIPPING		
	SHIPPING FOR PARTS		
	ADDITIONAL WORK & LABOR		
	LABOR 950 HRS @ $25 = $23,750.00		
	MATERIALS COST$12,846.54 @5% =$13,448.87		
	TOTAL ADDITIONAL $37,198.87		
	TOTAL FOR WORSE CASE SCENARIO PRICE		
	COMBINE LABOR AND MATERIALS ABOVE:		
	LABOR 1,470.0 HRS@$25.00 = $36,750.00		
	MATERIAL COST$19,372.73 @5% = $20,341.37		
	TOTAL $ 57,091.37		

Continued...

(Customer Copy)

Stewart's
ELECTRIC MOTOR WORKS, INC.
8951 Trussway Blvd, Orlando, FL 32824
Phone: 407-859-1837 / Fax: 407-859-2584

Job Quote

Job Quote No.:	000669
Quote Date:	06/05/20
Page:	4

Sold To:	Customer Number: CI0030 **CITY OF COCOA** ACCOUNTING DIVISION 65 STONE STREET COCOA, FL 32922	**Ship To:**	Ship To Number: 000001 **CITY OF COCOA** DYAL WATER TREAT PLANT 28400 STATE ROAD 520 CHRISTMAS, FL 32709

Order			Item # / Description / Notes	Unit Price	Extension

Total	57,091.37

Quotation valid for 30 calendar days
from the above date.
Total is plus sales tax if applicable.
Based Upon Our Standard Terms And Conditions.

Received By: _____ **Date:** _____

(Customer Copy)

RESOLUTION NO. 2020-174

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; 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, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; 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 2019-2020 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 8th day of July, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2020 - 20-077-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: Util/Dyal 4020 | DATE PREPARED: 06/05/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 248,830)	426-4020-536.63-00	WS18SW	Infrastructure	$ 0	$ 1,169,881	$ 921,051	$ 402,978
$ 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
($ 248,830)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 248,830	426-4055-536.63-00	WS1404	Infrastructure	$ 18,567,036	$ 29,461,516	$ 29,710,346	$ 11,861,523
$ 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
$ 248,830	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This adjustment is to move bond dollars into the correct account for the rehabilitation of HSP #2 related to the CCRIP project. Agenda item # 20-334.

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 06/24/20 *RESOLUTION #:* 2020-174

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.

6/9/20	Shawn Weston Digitally signed by Shawn Weston Date: 2020.06.09 10:24:50 -04'00'	6/9/20	Lea Malarae Digitally signed by Lea Malarae Date: 2020.06.09 16:46:05 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
6/9/20	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2020.06.09 10:52:21 -04'00'	6/17/20	Lora Howell Digitally signed by Lora Howell Date: 2020.06.17 09:25:17 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

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

Approved 07/13

Revised eform 10/2/19 - IT

Legislation Details (With Text)

File #:	20-361	**Version:** 1	**Name:**	2020 City Catalyst Grant	
Type:	Informational Item		**Status:**	Consent Agenda	
File created:	6/19/2020		**In control:**	City Council	
On agenda:	7/8/2020		**Final action:**		
Title:	Approval of the submitted grant application for the 2020 City Catalyst Grant offered through the Florida League of Mayors to enhance the Cocoa Citizens Academy by implementing an Emergency Management component. (Assistant to the City Manager/PR Specialist)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Internal Application - FY20 City Catalyst Grant.pdf 2020_City_Catalyst_Grants_FILLABLE.pdf Florida Mayors Grant.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 19, 2020
Agenda Date: July 8, 2020
Prepared By: Samantha Senger, APR, APIO, Assistant to the CM/PR Specialist
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Approval of the submitted grant application for the 2020 City Catalyst Grant offered through the Florida League of Mayors to enhance the Cocoa Citizens Academy by implementing an Emergency Management component.

BACKGROUND:

The Florida League of Mayors has teamed up with Business Watch to offer a City Catalyst Grant each year with awards up to $1,500.00 (with a matching portion) to support projects or intiatives that help build community and/or enhance the lives of city residents. This year the program must address a need as a result of COVID-19.

Based on the recent conclusion of our first ever Citizens Academy and the feedback received for that program, it was determined that an Emergency Management component should be added to better inform our residents about how the city prepares and responds to emergency situations. The recent COVID-19 pandemic has expanded that need more than ever to help better inform our residents.

The addition of this session to our program will also allow us the opportunity to help residents be better prepared for a disaster. We will work with residents to create preparedness kits that they can then use to help spread the word to their neighbors and friends.

Applications were due and sent in on June 19, 2020. The completed application and program description was included in this packet. Applications will be judged by a panel consisting of former Florida League of Mayor's presidents who are no longer in office and members of Business Watch. Winners will be announced at the FL League of Cities Annual Conference in August, and awards will be available immediately.

STRATEGIC PLAN CONNECTION:

Create a Citizens Academy program to better engage residents in their local government.

BUDGETARY IMPACT:

Budgeted	Yes (Match)
If not budgeted, is amendment/transfer attached?	Choose an item.

Amount Requested	$1,500.00
Account Number	001-1100-512-49.00
Account Name	Other Charges and Obligations

If awarded, staff will come back to City Council to accept the Revenue and adjust the budget.

PREVIOUS ACTION:

No previous action.

RECOMMENDED MOTION:

Approval of the submitted grant application for the 2020 City Catalyst Grant offered through the Florida League of Mayors to enhance the Cocoa Citizens Academy by implementing an Emergency Management component.

INTERNAL GRANT APPLICATION FORM

Completed and Signed Copy of this Form **Must Be Attached** to all Grant Agenda Items

DEPARTMENT: City Manager	**DIVISION:** 1100
POINT OF CONTACT: Samantha Senger	**PROJECT MANAGER:** Samantha Senger
NAME OF GRANT: 2020 City Catalyst Grant (Florida League of Mayors, Inc.)	
CFDA#/CFSA#: None	**FUNDING AGENCY:** Florida League of Mayors
AMOUNT REQUESTED: $ 1,500	**GRANT DUE DATE:** 06/19/2020
PROJECT DESCRIPTION: The Grant will assist with adding an Emergency Management component to the City's Citizen's Academy.	
MATCH REQUIRED: Yes **(IF YES, HOW MUCH :) $** 1,500	**TARGET DATE TO COUNCIL:** 07/08/2020
REIMBURSEMENT GRANT: Yes	**REIMBURSEMENT SCHEDULE:**
WHAT ARE THE REPORTING REQUIREMENTS? None	
FUTURE REQUIREMENTS TO CONSIDER: None	

_____
Department Director

_____
Grants Administrator

_____
Deputy Finance Director

_____
Finance Director

_____
City Manager

COVID–19 Recovery Focus

2020
CITY CATALYST GRANTS

The Florida League of Mayors is an organization for mayors in the Sunshine State. The League serves as an incubator for ideas to address issues facing Florida's municipalities, creates a strong network of peers who share the values of protecting the prosperity and vitality of Florida's cities, and is a united voice advocating for cities before the Florida Legislature.

Business Watch is a business league committed to public policy that makes sense for Florida's economy. Its members are local government decision makers and companies doing business with Florida's governments at all levels. Business Watch members are committed to strengthening the state's business climate through advocacy, education and training.

The Florida League of Mayors and Business Watch have teamed up to offer the annual **City Catalyst Grants** program. The program supports projects or initiatives that help build community and/or enhance the lives of city residents. Grants can be awarded directly to the city or to a partner organization (i.e., Little League or neighborhood association), but the application must come from a ***current member of the Florida League of Mayors.***

This year the program must address a need as a result of COVID-19. Examples of eligible projects or initiatives include city gardens, park clean-ups, library improvements, training of volunteers, protective equipment, assisting residents with online needs, etc. Grants can be matched or supplemented with community support, such as volunteer hours or matching dollars.

Grants are awarded in increments up to $1,500. Applications can be submitted via email (*lbridges@flcities.com*) or mail. Only submit the application via one method of delivery, either email or mail, not both. Applications must be submitted to Linda Bridges by Friday, June 19, 2020. **Applications must include a completed applicant information form, a budget for the project and a typed (300 words or less) concise description of the project/initiative the grant will support. The description should include goals for the project and an explanation of how it will improve your community and the lives of your citizens. See attached documents for sample applications from past years.**

Applications will be judged by a panel consisting of former Florida League of Mayors' presidents who are no longer in office and members of Business Watch. Grant selection is at the sole discretion of this panel. Winners will be announced at the Florida League of Cities Annual Conference in August, and awards will be available immediately.

Media outreach highlighting the project, city, mayor, Florida League of Mayors and Business Watch will accompany the grant and may include, but is not limited to, press releases and public events.

Learn more: *floridamayors.org* and *businesswatchinc.com.*

COVID–19 Recovery Focus

2020 CITY CATALYST GRANTS

Florida League of Mayors, Inc.

BUSINESS WATCH Businesses for Better Government

APPLICANT INFORMATION – Application must come from a current FLM member.

Date: _____

Name of Mayor: _____

Name of Person Submitting the Grant: _____

City/Town/Village Name: _____

Address: _____

Phone Number: _____

Email: _____

Name of Benefiting Entity: _____

(such as city parks department, Friends of the Library, community food bank, etc.)

Describe the project or initiative the grant will support (300 typed words or less). Include goals of the project and an explanation of how it will improve your community or the lives of your citizens.

_____

_____

_____

What is the timeline for accomplishing these results?_____

Identify those entities or groups that you will partner with to supplement the goals of the grant: _____

_____

(e.g., volunteer participation, matching dollars)

Total Funds Requested: _____*

Please provide a budget for your project or initiative: _____

_____

_____

I certify that the statements herein are true, complete and accurate to the best of my knowledge.

Signature:_____

Applications, including the typed project description, must be submitted via email (*lbridges@flcities.com*) or mail (Linda Bridges, Florida League of Mayors, PO Box 1757, Tallahassee, FL 32302); only submit the application via one method of delivery (either email or mail; not both) by Friday, June 19, 2020.

Questions? Please contact Linda Bridges at the League office at 800.616.1513 or *lbridges@flcities.com.*

***Failure to begin or complete the project may result in forfeiture/repayment of grant funds**

2019 CITY CATALYST GRANTS

Florida League of Mayors, Inc.

BUSINESS WATCH Businesses for Better Government

Date: June 15, 2018

APPLICANT INFORMATION – Application must come from a current FLM member.

Name of Mayor: John Williams

Name of Person Submitting the Grant: Betty May

City/Town/Village Name: Name of City

Address: Address

Phone Number: Phone #

Email: Email Address

Name of Benefiting Entity: City government and citizens of the city.

(such as city parks department, Friends of the Library. etc.)

Describe the project or initiative the grant will support (300 typed words or less). Include goals of the project and an explanation of how it will improve your community or the lives of your citizens.

What is the timeline for accomplishing these results? 8-9 months

Identify those entities or groups that you will partner with to supplement the goals of the grant:

Main Street, Chamber of Commerce, County

(e.g., volunteer participation, matching dollars)

Total Funds Requested: 1,500 *

Please provide a budget for your project or initiative:

The budget for this project is $3,000. See the attached documents.

I certify that the statements herein are true, complete and accurate to the best of my knowledge.

Signature: Signature

Completed applications and description of the project must be postmarked no later than June 14, 2019 at 5:00 p.m., and be sent to:

Linda Bridges
Florida League of Mayors
Post Office Box 1757
Tallahassee, Florida 32302

Questions? Please contact Linda Bridges at the League office at 1-(800) 616-1513 or *lbridges@flcities.com.*

***Failure to begin or complete the project may result in forfeiture/repayment of grant funds.**

SAMPLE

City Catalyst Grant Proposal Exploratory Narrative

Submitted: April 15, 2018

Program Name: Citizens Academy

Program Budget Amount: $3,000

Grant Amount Requested: $1,500

Program Description and Purpose

This program is not a new or novel concept, but rather is one that is tried and true in many other communities. Its main purpose is to enable a broader number of the city's citizens to hold a more clear understanding of how their government operates, and how that understanding enables them to be better, more informed and engaged citizens. All of this reinforces the trust citizens must have for government to be its most effective.

Program length is expected to span a three-month period during which enrolled citizens will participate in various modules focusing on different aspects of their city government. Those modules will be laid out to correspond with the functional aspects of our government operations in which they will learn about every facet of programs and services.

For example, one module will focus on utilizes including water, waste water and storm water. They will enjoy a tour of our facilities learn about that infrastructure and the challenges we face along with an understanding of its budgetary structure. Employees will share insights into their work and the benefit it provides to the community.

Another example is code enforcement, an area that many are aware of but truly understand very little about: the statutory requirements and the real reasons for its existence.

And as a final example, they will learn about the work their elected officials do on their behalf and the statutory framewor in which elected officials must operate. This will include attendance at one or more council meetings and participation in mock council meetings.

All who complete the program will receive a certificate of participation, with hopes they remain engaged and supportive.

SAMPLE

2019 CITY CATALYST GRANTS

Florida League of Mayors, Inc.

BUSINESS WATCH Businesses for Better Government

Date: May 25, 2017

APPLICANT INFORMATION – Application must come from a current FLM member.

Name of Mayor: Jade Walker

Name of Person Submitting the Grant: Donny Perez

City/Town/Village Name: Name of City

Address: Address

Phone Number: Phone #

Email: Email Address

Name of Benefiting Entity: City Park, City Community and City Parks Department

(such as city parks department, Friends of the Library. etc.)

Describe the project or initiative the grant will support (300 typed words or less). Include goals of the project and an explanation of how it will improve your community or the lives of your citizens.

What is the timeline for accomplishing these results? 4-5 months

Identify those entities or groups that you will partner with to supplement the goals of the grant:

The residents of this community will assist with the labor for the renovations listed on the attachment. The city will supplement funds to purchase supplies outlined on the attachment ($3,372).

(e.g., volunteer participation, matching dollars)

Total Funds Requested: 1,500 *

Please provide a budget for your project or initiative:

(More details on attachments.) $1,650 Pressure wash 2 pavilions, paint poles and roof. $1,500 Frame and pour 5 yards of concrete for the sidewalk around the new restroom. $223 Two pallets of no float cypress mulch for the playground.

I certify that the statements herein are true, complete and accurate to the best of my knowledge.

Signature: Signature

Completed applications and description of the project must be postmarked no later than June 14, 2019 at 5:00 p.m., and be sent to:

Linda Bridges
Florida League of Mayors
Post Office Box 1757
Tallahassee, Florida 32302

Questions? Please contact Linda Bridges at the League office at 1-(800) 616-1513 or *lbridges@flcities.com.*

***Failure to begin or complete the project may result in forfeiture/repayment of grant funds.**

SAMPLE

Florida League of Mayors – City Catalyst Grant Application

The city park is located downtown in the city on highway 72 in the middle of the city community. The residents in this community take great pride in this park. The park consists of a basketball court, playground, two pavilions, water fountain and two grills. The citizens meet at the pavilions with pastors from local churches every weekend. They have cookouts at this park to raise funds for the kids that have lost a parent and to build relationships within the community.

The city community has been asking for 10 plus years for a restroom for this park. When parents bring their kids to the park, they have to leave after a short time to take their children home to use the bathroom. A restroom is needed when they have cookouts and community meetings. The city budgeted money for a restroom this year. The cost of the pre-fab restroom is twice the amount of what we budgeted for.

If the grant is awarded for this park, the funds will be used to purchase supplies needed for the following improvements:

$,1650 Pressure wash and paint the metal roofs and poles on 2 pavilions

$1,500 Frame and pour 5 yards of concrete to create a sidewalk around the new restroom

$223 2 pallets of no float cypress mulch for the playground

We greatly appreciate your consideration of this grant request. The residents in this community are very excited about this project and will be “hands on” with the improvements, along with our city staff.

Sincerely,
Mayor of the City

Attachments: City Park Pictures

SAMPLE

COVID-19 Recovery Focus

2020 CITY CATALYST GRANTS

FLORIDA LEAGUE OF MAYORS, INC.

BUSINESS WATCH Businesses for Better Government

APPLICANT INFORMATION – Application must come from a current FLM member.

Date: 6/19/2020

Name of Mayor: Jake Williams, Jr.

Name of Person Submitting the Grant: Samantha Senger, APR, APIO

City/Town/Village Name: City of Cocoa

Address: 65 Stone St.

Phone Number: 321-433-8685

Email: ssenger@cocoafl.org

Name of Benefiting Entity: City of Cocoa, City Manager's Office and the Citizens of Cocoa

(such as city parks department, Friends of the Library, community food bank, etc.)

Describe the project or initiative the grant will support (300 typed words or less). Include goals of the project and an explanation of how it will improve your community or the lives of your citizens.

Attached

What is the timeline for accomplishing these results? October 2020 (Program begins) - March 2021 (ends)

Identify those entities or groups that you will partner with to supplement the goals of the grant: Matching grant. The City will be utilizing funds to support the Citizens Academy and the goal to add EM.

(e.g., volunteer participation, matching dollars)

Total Funds Requested: $1,500.00 *

Please provide a budget for your project or initiative: Attached

I certify that the statements herein are true, complete and accurate to the best of my knowledge.

Signature: S Senger

Applications, including the typed project description, must be submitted via email (*lbridges@flcities.com*) or mail (Linda Bridges, Florida League of Mayors, PO Box 1757, Tallahassee, FL 32302); only submit the application via one method of delivery (either email or mail; not both) by Friday, June 19, 2020.

Questions? Please contact Linda Bridges at the League office at 800.616.1513 or *lbridges@flcities.com.*

***Failure to begin or complete the project may result in forfeiture/repayment of grant funds**

Describe the project or initiative the grant will support (300 typed words or less). Include goals of the project and an explanation of how it will improve your community or the lives of your citizens.

The City of Cocoa will be adding an Emergency Management component to our fall Citizens Academy that will educate our residents on the importance of preparedness during an emergency. The additional component to our Citizens Academy program will offer an insight in to preparing and working a disaster and prepare our residents and their families as well as their neighbors and friends.

This past fall we held our first ever Citizens Academy, which was a huge success in that it helped engage some of our citizens in their local government. It gave them insight into each of our city departments and their local government officials. Participants in the first ever program were able to tour facilities and get a hands on, behind the scenes tour of the City of Cocoa. The feedback received from our participants was outstanding.

With the onset of the recent COVID-19 pandemic and the current hurricane season, it became clear that we needed to add an emergency management component to the program. As part of this component of the program we will be providing participants with preparedness kits that will help educate them on the ways they can make sure their families are ready for the next disaster or emergency situation and how they can stay connected to the City for the latest updates and information. By adding this emergency management component to the program, it will help us better prepare our residents and their close contacts for an emergency and show them how the City prepares and responds to emergencies such as the most recent response efforts related to the pandemic.

The program will be a total of 9 sessions and will begin in October. The final session will be slated for March or April 2021, with a graduation ceremony at a City Council meeting.

Please provide a budget for your project or initiative:

(Estimated 25 participants for this year's program)

Program welcome kits:	$250.00
Cocoa History Books Folders Liability Waivers and Photo Release City promotional materials	
Food/Drinks for each session (including additional EM session)	$1,000.00
Street Signs/T-shirts/Certificates for Graduation	$500.00
Emergency Preparedness Kits	$1,250.00
	Program Total: $3,000.00

Legislation Details (With Text)

File #:	20-370	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	6/23/2020			**In control:**	City Council
On agenda:	7/8/2020			**Final action:**	
Title:	Approval for the City to enter a Cooperative Purchasing (CoOp) Agreement by and between Prince William County Public Schools, Contract No. R-BB-19002 and CINTAS Uniform Rental Services to re-outfit City Employees with new uniforms, laundering and rental services, pending the Approval of the FY 2021 Budget. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PWCS Signed Cintas Modification (2) R-BB-19002.pdf PWCS Contract_R-BB-19002.pdf Auth to Piggyback - Contract # R-BB-19002 CINTAS.msg OMNIA_PWCS_R-BB-19002 Price Adjustment 2019 (1).pdf City of Cocoa_agreement.pdf Uniform Fielding Plan.pdf Notification to Terminate (Sourcewell Agreement # 062414-UFC).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	June 15, 2020
Agenda Date:	July 8, 2020
Prepared By:	Heath Hancher, Purchase & Contracts Manager
Through:	Rebecca Bowman, Finance Director

Requested Action:

Approval for the City to enter a Cooperative Purchasing (CoOp) Agreement by and between Prince William County Public Schools, Contract No. R-BB-19002 and CINTAS Uniform Rental Services to reoutfit City Employees with new uniforms, laundering and rental services, pending the Approval of the FY 2021 Budget.

BACKGROUND:

The City has utilized Unifirst Uniform Rental services since 2013 providing uniform rental, laundering and direct purchase options to uniformed City employees. Over the course of seven (7) years the quality of services has drastically decreased, thus dramatically impacting the uniform's appearance through lack of replacement, poor laundering, lost uniforms and failing to adhere to the Sourcewell (NJPA) Agreement 062415. Employees have experienced lost uniforms, poor laundering and damaged returns through route delivery / pick-up with no resolution of the noted deficiencies. Purchasing Division worked closely with each Department identifying the issues and made several attempts to resolve through the vendor, Unifirst, in order to correct noted shortcomings to no avail as systemic issues continue with no improvement. Due to the poor

performance and lack of improvement of services, other source options for uniform rental services were sought.

In attempt to provide uniformed employees with a dependable vendor, reliable contracted services and quality uniforms; Staff seeks approval to enter into a CoOp through the Prince William County Public Schools, Contract No. R-BB-19002; contracting with CINTAS Uniform Corporation for the rental, laundering and direct purchase option of uniforms and ancillary clothing articles. By entering into this CoOp, the City will benefit from a nationally awarded vender, reliable services and length of contract. The contract life cycle began December 13, 2018 with terms extending through October 31, 2023 with the option to renew for two (2) additional two (2) year periods, thus affording the ability to extend this agreement outward to five (5) years.

Services provided by CINTAS will include: High quality - updated uniforms (i.e. light weight - durable materials, moisture wicking, fire / electrical resistant, weekly pick-up / drop-off of laundered uniforms, locker storage bins (at no cost), automated barcode scanning for real-time asset accountability, repair / replacement of uniforms, tailoring and a direct purchase program for individual purchases. In addition to these benefits, through negotiation, CINTAS has agreed to offer a 22% discount for the direct individual purchase of safety shoes for the life of the agreement. CINTAS pricing also includes uniform insurance coverage for all damages, repairs, replacements and new uniform set-up required over the life cycle of the contract.

Although the cost of this contract increases annual uniform expenses by approximately 15% above the existing contract, the City will benefit by obtaining a reliable vendor with nationally awarded and proven past performance, upgraded uniform quality, streamlined accountability processes (pick-up / delivery), on-time invoicing, locker banks, complete uniform insurance coverage and a direct purchase program for each employee. Furthermore, issuance of new uniforms will enhance employee morale, improve the overall appearance of City staff and provide regularly scheduled professional laundering service. Due to the unpredictable volume of weekly laundered uniforms, meaning the amount of weekly laundered uniforms may fluctuate (+ or -), a contingency of 15% will be used to absorb such unforeseen expenses should they occur. Staff is requesting City Council approval of this CoOp by utilizing currently employment allocations to include contingency funds as requested.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted		N/A
If not budgeted, is amendment/transfer attached?	N/A	
Amount Requested:	FY 2021:	$72,207.35
	FY 2022:	$73,189.07
	FY 2023:	$75,384.74
	FY 2024:	$77,646.28
	FY 2025:	$79,975.67
Account Number:	See below (FY2021)	
Public Works	001-3510-541.52-00 =	$1,032.72
	001-3520-572.52-00 =	$2,065.44
	001-3540-519.52-00 =	$1,032.72
	001-3560-519.52-00 =	$1,549.08
	001-3570-519.52-00 =	$1,032.72
	Subtotal:	$6,712.68
	15% Contingency:	$1,006.90
	Total:	$7,719.58

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Utilities	421-4020-536.52-00 =	$14,547.52
	421-4025-536.52-00 =	$18,743.92
	421-5055-536.52-00 =	$4,196.40
	421-4120-536.52-00 =	$6,994.00
	421-4125-536.52-00 =	$5,595.20
	Subtotal:	$50,077.04
	15% Contingency:	$7,511.56
	Total:	$57,588.60
Inventory		
	421-1506-536.52-00 =	$1,000
	Subtotal:	$1,000
	15% Contingency:	$ 150
	Total:	$1,150
Utility Support Services	421-1515-536.52-00 =	$4,999.28
	Subtotal:	$4,999.28
	15% Contingency:	$749.89
	Total:	$5,749.17

PREVIOUS ACTION:
None

RECOMMENDED MOTION:
Approval for the City to enter a Cooperative Purchasing (CoOp) Agreement by and between Prince William County Public Schools, Contract No. R-BB-19002 and CINTAS Uniform Rental Services to reoutfit City Employees with new uniforms, laundering and rental services, pending the Approval of the FY 2021 Budget.

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT MODIFICATION

MODIFICATION #1 **ISSUE DATE: September 6, 2019**

REFERENCE:

Title:	Facilities Management Products and Solutions
Contract #:	R-BB-19002
Contractor:	Cintas Corporation No. 2
Period of Contract:	December 13, 2018 through October 31, 2023

Modify the above referenced contract as follows:

1. Contract page12, Additional Charges, Size Premium, modify to add Size premium defined as shirts 2X and larger and pants inseams size 34 inches and above.
2. Contract page12, Additional Charges, Size Premium, change contract pricing from $1.50 to $0.15 per garment.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner, CPPB, VCO
Buyer

Cintas Corporation No. 2

Signature

Craig Jackson Director of Corp. Purchasing
Name and Title

9/6/19
Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

Anthony Crosby, CPPO
Supervisor of Purchasing

9/6/19
Date

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT NUMBER: R-BB-19002

This Contract entered into this ***13th*** *day* ***December, 2018*** *by,* ***Cintas Corporation No. 2 (or any of its subsidiaries and affiliates) , 6800 Cintas Blvd., Mason OH 45040,*** *hereinafter referred to as the "Contractor" and* ***Prince William County School Board, P.O. Box 389, Manassas, VA 20108****, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".*

WITNESSETH *that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:*

1. **SCOPE OF CONTRACT**: Contractor shall provide Facilities Management Products and Solutions for Prince William County Schools, Virginia on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.

2. **CONTRACT DOCUMENTS**: The contract documents shall consist of the following:

   2.1. This signed Contract document;

   2.2. Memorandum of Negotiations dated November 1, 2018 (Attachment A)

3. **CONTRACT TERM AND RENEWAL:**

   3.1. The initial term of this contract shall be from December 13, 2018 through October 31, 2023, with the option to renew for two (2) additional two (2) year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

   3.2. The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.

4. **CONTRACT ADMINISTRATOR**: As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

   Brian Burtner, CPPB, Buyer, (703) 791-8736, burtneba@pwcs.edu

5. **PRICING:** In accordance with applicable percentage discounts and prices, per attached Contractor's response dated September 25, 2018 and negotiated prices/rates negotiated September 25, 2018 (see attached).

6. **PAYMENT TERMS**: 2% Discount Net 15, Standard terms are Net 30 days

7. **TERMINATION FOR CONVENIENCE:**

7.1. If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as a termination fee equal to 50 weeks of rental service.

7.2. If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as a termination fee equal to 36 weeks of rental service.

7.3. If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as a termination fee equal to 23 weeks of rental service.

7.4. If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as a termination fee of 10 weeks of rental service.

7.5. Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement or pay for any damaged, lost or unreturned goods at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR: Cintas Corporation No. 2

Authorized Signature

Claio Sackson
Type Name

National Director - Govt Sect
Title

12/19/18
Date

PURCHASING AGENCY:

Authorized Signature

Anthony Crosby, CPPO, CPPB
Type Name

Supervisor of Purchasing
Title

12/21/18
Date

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS
R-BB-19002

Dated: November 13, 2018

Prince William County Schools (hereinafter called PWCS) and Cintas Corporation No. 2 (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-BB-19002 for Facilities Management Products and Solutions. The final Contract contains the following documents:

a. PWCS's Request for Proposal, R-BB-19002, dated July 17, 2018 and Addendum #1, dated August 8, 2018;
b. Contractor's proposal dated August 13, 2018;
c. Contractor's responses to Clarification Questions and Negotiations dated September 25, 2018, attached;
d. Contractor's best and Final Offer, dated October 5, 2018;
e. PWCS RFP R-BB-19002, General Terms and Conditions, Paragraph 30, Indemnification, is hereby modified to include "to the fullest extent permitted by applicable law".
f. This Memorandum of Negotiations;
g. Any subsequent modifications to the Contract.
h. For FRC garments: Customer agrees it bears sole responsibility for selecting the flame-resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged

failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

i. For high visibility garments: Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses: (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSIIISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

ACCEPTED BY:

Contractor Authorized Signature — 12/19/18 Date

Manager Director - Operations
Title

Anthony Crosby
Supervisor of Purchasing — 12/21/18 Date

Attachment A

1. How often do you update your inventory? Are all new deployments brand new uniforms or are they recycled from past agencies?
   All rental uniforms are put through quality inspection weekly when turned in for laundry. If it is determined that a garment needs replaced due to normal wear, it will be upgraded. Age of garment is not a factor as QA is graded upon condition. New wearers could get new uniform if not available in the local stockroom. However, if stock is available, uniforms can be recycled if they are in "like-new" graded condition. Customer can request all new hires get new uniforms, however the lead time to install would be extended.

2. Are your vending options available as a part of this proposal (for scrubs or other uniforms)? If these are available, what is the cost? Yes.

Item Code	Description		List Price	USC Pricing
D10	Small Dispenser		$ 370.00	$ 310.00
D16	Medium Dispenser		$ 416.00	$ 345.00
D20	Large Dispenser		$ 462.00	$ 385.00
R110	Return Unit		$ 104.00	$ 90.00
RX	Wall Mounted Unit		$ 93.00	$ 90.00

   The use of scrub dispensing units is increasing all over college campus' and other public entities. Cintas will continue to focus its sales efforts in this space to also include units that dispense lab coats and other clothing items.

3. Do you offer dielectric testing on your gloves? If so, what would be the cost for this service?
   Yes, this is one of Cintas' newest offerings. Please see attached for both additional information about the service and the pricing available.

4. Do you offer wet mats that would be appropriate for showers and locker rooms?
   Yes, we offer Drainage Mats which can be used in wet areas. The pricing for this item is $2.19.

5. Do you offer calibration on the chemical dilution centers free of charge? Are these installed free of charge?
   Yes. Yes

6. Do you work on Halon fire suppression systems?
   Yes, Cintas provides this service only in certain markets. Because it is not a nationwide service, it is priced locally to with a 10% discount, per the US Communities contract.

7. What is the price for the training programs you offer?
   The pricing file for Training is attached.

8. What is the process for coil and carpet cleaning? How do you meet environmental regulations for public agencies (such as MS4) for these types of services? Which public agencies have you provided these types of services for in the past?

We have attached the scope of work for both Coil Cleaning and our process for Tile and Carpet Cleaning. As the work of both services is proprietary, we would ask that the attached relative to those services be redacted. While we do have experience with regulations like MS4. We have also attached our protocol for the discharge of both liquid and solid wastes incurred in the performance of these services. Cintas' Deep Clean Technician, Ultraclean SSR, or Coil Cleaning Technician must sign this document stating that he/she will adhere not only to local, state, and national regulations, but also the procedures set forth in that document. Any violations of the tenets set forth in that document is grounds for the dismissal of the employee.

9. **Two of your references were not willing to provide a reference per their statutes and the other three were not responsive. Do you have any other references who could provide feedback on their experience?**

Bonnie Sietman
Sr. Procurement Agent
Manatee County Government, BCC
Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
T 941-749-3046 F 941-749-3034
bonnie.sietman@mymanatee.org

Matt Helm
Deputy Director of Purchasing
City of San Diegp
Phone: 619-236-6104
mehelm@sandiego.gov

Kevin Mitchell, MBA
Budget and Procurement Director
Lackawanna County
200 Adams Ave.
Scranton, PA 18503
(P) - 570-963-6767
(F) - 570-963-6514
MitchellK@lackawannacounty.org
www.lackawannacounty.org

Joseph Patterson, MPA, VCO
Department of Purchasing
Chesterfield County
Phone: 804.717.6307
Pattersonjo@chesterfield.gov

10. How long has the TruCount system been in place? If public agencies are having issues with their uniforms being returned in a timely fashion, what steps can be taken to make sure this doesn't affect the agency's ability to work?
    Since 2016, Fulling implemented across all sites for about a year.

11. What is the lead time for new employees to be fit with uniforms?
    Fitting within a week of notice. New site estimated at 4 weeks. New employee at existing site is 2-4 weeks from sizing. Can be 1 week turn if sizes are in stock at local Cintas.

12. What is the lead time for embroidery of new uniforms?
    About 2 weeks. Stocked garments purchased directly are embroidered on demand and can be shipped in about a week.

13. What efforts can you make to simplify the invoicing process and make this less hands-on?
    We are in the process of scheduling with the EC a demonstration of the www.myCintas-ebilling and servicing platform.

14. Is there a reason that you do not offer volume discounts or ecommerce rebates?
    Volume discounts would generally be for direct purchase only. Our local reps have the freedom to price lower than the ceiling price of the agreement so volume discounts for direct purchase items is available.

15. Do you offer prompt payment discounts?
    Yes, we can offer 2% Net 15 and Net 30 as standard payment terms

16. Why does California have different pricing for fire and safety?
    It cost more to do business in California due to regulatory policies, labor laws, etc.

17. On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can these be provided at no charge? Can these be repaired or replaced as needed at no charge?
    Yes, these will be No Charge.

18. Please explain the additional charges on page 31 for Garment Rental.
    Minimum stop Charge: $35.00-this is the minimum a site can average for Cintas to stop the truck. Agency pays the difference to make the service at least $35.00. Ex: Actual weekly rental is $30.00 for uniforms and mats. Customer is charged $5.00 as the "min stop charge" on top of the $30. To reach a total of $35. We normally suggest product additions to equal a min stop so the customer is paying for products/services.

    Lockers: No charge

    Make-up Waived on initial installation and for 30 days of service: this is industry standard charge to set up new uniform wearer after initial install. This covers the cost

on the plant to order, prep, set up the system and sew in the ID tap with the employee information. One-time fee per garment. Ceiling priced.

Emblem-Waived on initial installation and for the first 30 days of service: Local Cost (depending on company name and type of emblem ordered) This is the cost of the actual company emblem that is applied when adding new employee after the initial install.

Name tag- $1.50: The cost to set up a name to rental uniform. Normally embroidery. Ceiling Priced.

Size premium per Garment: $1.50 this is the price for extended sizes, starting at 2xl and up, there is an addition charge per garment. Ceiling priced.

19. Minimum Order size charges for Garment Rental are not acceptable. Is this negotiable?
Minimum Order charges are fully described as the minimum amount charged to the client for stopping the Cintas vehicle and delivering the product or service contracted by the client. Under the pricing file offered in our proposal, the Minimum Order charge is $35.00. Cintas is willing to entertain changing the nomenclature on the contract for this charge to something else that would be acceptable to the EC.

20. What is the cost for tailoring (ex. Shortening of pants)?
No charge

21. Do you offer "tall/Long" sizes?
We do offer tall/long sizes. The charge for shirts in the extended sizes are the same as for size premiums detailed in the Cintas proposal. There are no additional charges for pants for tall sizes.

22. Do you offer summer internships or student programs for college students?
Cintas would be interested in creating with USC members opportunities for internships that coincide with our normal hiring practices for these positions.

23. In Tab 7, Exceptions, the fee for termination for convenience: Is it acceptable to substitute "termination fee" for "liquidated damages"?
Yes, this is negotiable with the contract

24. Fire Protection sales team: 6 of the states where you have no representation are in U.S. Communities' top 25 states (AL, IA, MN, NC, OR, TN) - are there plans to expand into these states?

Yes, Cintas is striving to grow the division to $1billion in 10 years.

25. Should Brent Schafer be listed as the Executive?

    Yes, we can update.

26. What is the Lost Replacement charge for items not listed in the market basket?
    The L/R charge will also be reduced by 10%. See Link below to Cintas full catalog:
    www.shopcintas.com

27. Page 85, #7: What happens if a public agency is not able to accommodate net 15 or net 30 payment terms? Is it possible to make the standard payment terms for all product lines Net 30?
    Yes, Net 30 is Standard term.

28. Rubber Glove Addendum:
    a. What company will be required to purchase from?

    Relative to the addendum, the Cintas Head/Hand electrical PPE program is considered a lease only option.

    This program is based on Cintas using National Safety Apparel for all PPE items listed as well as inspection/certification of voltage rated gloves being leased.

    b. No information listed in Schedule A. No pricing, etc.
       See attached excel document with pricing. The addendum was a blank template.

    c. Will they test gloves already in use or do we have to purchase the gloves new form them to get the testing completed.
       No, this program is based on Cintas setting up a new rental solution for Head/Hand PPE.

29. Classroom Safety Training Cost Breakdown:
    d. Line 65906 – Is 10 people a minimum or maximum per class? If multiple classes are needed, is the charge of the instructor per class or one time charge for multiple classes?
       The class size listed on the price file is the max size per class. This varies per type of class, from 10-25. The charge for the instructor is per class.

    e. Line 65908 – What are normal hours and excess hours?
       Monday-Friday 8am-5:00pm

Referencing Cintas' response to the initial EC questions/clarifications:

30. Item 15 – Do you offer prompt payment discounts? **This was discussed on the teleconference on September 13. We discussed 2% Net 15 and Net 30 as the standard payment. This needs to be clarified that this is your understanding as well.**
    Yes, 2% Net 15 and Net 30 for standard local payment. Updated document.

31. Item 17 – On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can you provide these at no charge? Can these be repaired or replaced as needed at no charge? **This was discussed on the teleconference on September 13. This was agreed that these would be at no charge and not that this would be negotiated. Please clarify.**

    Yes, No Charge for these items. Updated document.

32. Item 18 – Please explain additional charges on page 31 for Garment Rental. **This was discussed on the teleconference on September 13. See question 17, this charge should be removed.**

    Yes, No Charge. Updated document.

33. Item 19 – Stop charges for Garment Rental are not acceptable. Is this negotiable? **This should be called minimum order size, not minimum stop charge.**

    Changed language to Minimum Order Size and updated document.

34. Item 26 – What is the Lost Replacement charge for items not listed in the market basket? **Please provide us with a full catalog that the discount by category will be taken from.**

    Catalog is online and can be accesses with link: www.shopcintas.com Updated document with the link as well.

35. Item 27 – Page 85, #7: What happens if a public agency is not able to accommodate Net 15 or Net 30 payment terms? Is it possible to make the standard payment terms for all product lines to be Net 30? **This was discussed on the teleconference on September 13. We agreed on Net 30 as standard terms. This needs to be clarified that this is your understanding as well.**

    Yes, Net 30 is standard term. Updated document.

Contract #R-BB-19002 - FACITILIES MAINTENANCE SOLUTIONS

DISCOUNT BY PRODUCT CATEGORY

Category	Discount (% from published/ book rate)	Comments
1 Uniform Rental	10%-32%	Cintas has committed to US Communities participating public agencies a 10% discount off of National Account Book Pricing for all items. National Account book pricing is, generally, 20%-25% off of local pricing structure.
2 Uniform Leasing	10%	
3 Uniform Purchase	10%-50%	
4 Shoe Purchase	10%	
5 Mat/Mop Rental	10%-56%	
6 Mat/Mop Leasing	10%	
7 Mat/Mop Purchase	10%	
8 Restroom Supplies	10%	
9 Restroom Services	10%	
10 Deep Cleaning Services	10%	
11 First Aid/Safety Supplies	10%-60%	Can Vary by product. Minimum savings listed
12 AEDs	10%	
13 Fire Protection Services	10%	
14 Promotional Products	10%	Can Vary by product. Minimum savings listed
15 Miscellaneous	10%	
16 Other	10%	

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

Contract #R-BB-19002 - FACITILIES MAINTENANCE SOLUTIONS
ADDITIONAL CHARGES

Deep Clean

Set Up Charge	Anytime we have to use the truck to clean a customer	**$50 per Service**	
Truck Movement Charge	Anytime we have to move the truck during a service	**$50 per Movement**	
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service	**$50 per floor**	
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour	**$200 per hour**	
Spotting Price per Hour	Used if we are asked to spot only during a service	**$200 per hour**	
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location	**$.75 per mile**	
Minimum Stop Charge	Minimum amount we have to invoice to service the account	**$500 per Stop**	
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour	**$80 per hour**	
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service	**25% per invoice**	

Garment Rental

Minimum Order Size	$	35.00
Lockers	$	-
Make Up -Waived on initial installation and for the 1st 30 days of service	$	1.50
Emblem -Waived on initial installation and for the 1st 30 days of service	Cost	
Name Tag	$	1.50
Size Premium (starting at 2XL)	$	1.50

DEEP CLEANING

Service Description	Description	Price	Pricing Detail
		Carpet	
VCT Restoration	Used any time we do a restoration VCT job, which means stripping the floor all the way down and reapplying 4 coats of finish	$.90 sq ft	
VCT Maintenance	Used any time we do a maintenance VCT job, which means top scrubbing the floor down 1-2 coats and reapplying 2 coats of finish	$.60 sq ft	
VCT Maintenance	Used any time we do a cleaning VCT job, which means cleaning the floor with a Pad and Cleaner and NOT reapplying any finish	$.32 sq ft	
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Truck Mount	$.29 Sq Ft	
Standard Carpet Cleaning	4 Step - PARR Process - Truck Mount	$.22 Sq Ft	
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Truck Mount	$.14 Sq Ft	
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Portable	$.22 Sq Ft	
Standard Carpet Cleaning	4 Step - PARR Process - Portable	$.14 Sq Ft	
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Portable	$.09 Sq Ft	
Wool Carpet Cleaning	2 Step - Prespray and Rinse	$.29 Sq Ft	
Carpeted Steps	Cleaning Only	$4.50 per standard step	If step is determined to be nonstandard, the price is decided locally
Carpet Protectant	If not included with 5 Step	$.10 Sq Ft	
Carpet Sanitizer	Used anytime we apply a sanitizer after the cleaning	$.05 Sq Ft	
Carpet Deodorizer	Used anytime we apply a deodorizer after the cleaning	$.05 Sq Ft	
Low Moisture Process	PreRotoScrub, Prespray, Agitate, Respray Spots (No Vacuuming)	$.14 Sq Ft	Any vacuuming required is in addition to the sq ft price
		TILE	
Standard Tile	5 Step - PARR Process plus Sealer - Truck Mount	$1.35 Sq Ft	
Standard Tile	5 Step - PARR Process 2" or Less - Truck Mount	$2.50 Sq Ft	
Standard Tile	4 Step - PARR Process >2" - Truck Mount	$.75 Sq Ft	
Standard Tile	4 Step - PARR Process 2" or Less - Truck Mount	$1.95 Sq Ft	
Sealer (After Cleaning)	Used anytime we apply an impregnating sealer after the cleaning	$.60 Sq Ft	
Color Seal (After Cleaning)	Color Seal < 2" Tile	$3.60 Sq Ft	
Color Seal (After Cleaning)	Color Seal 2" - 8" Tile	$2.70 Sq Ft	
Color Seal (After Cleaning)	Color Seal > 8" Tile	$1.80 Sq Ft	
Kitchen Cleaning	Used anytime we clean a Kitchen. Does not include Sealer	$1.15 Sq Ft	
Standard Tile	5 Step - PARR Process plus Sealer - Portable	$1.10 Sq Ft	
Standard Tile	5 Step - PARR Process 2" or Less - Portable	$2.05 Sq Ft	
Standard Tile	4 Step - PARR Process >2" - Portable	$.55 Sq Ft	
Standard Tile	4 Step - PARR Process 2" or Less - Portable	$1.50 Sq Ft	
Concrete Cleaning	Interior - Truck Mount Only	$.35 Sq Ft	
Concrete Cleaning	Exterior - Truck Mount Only	$.70 Sq Ft	
Set Up Charge	Anytime we have to use the truck to clean a customer	$50 per Service	
Truck Movement Charge	Anytime we have to move the truck during a service	$50 per Movement	
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service	$50 per floor	
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour	$200 per hour	
Spotting Price per Hour	Used if we are asked to spot only during a service	$200 per hour	
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location	$.75 per mile	
Minimum Stop Charge	Minimum amount we have to invoice to service the account	$500 per Stop	
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour	$80 per hour	
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service	25% per Invoice	
		Restroom Cleaning	
Restroom Cleaning - Sanis UltraClean	Touchless Restroom Cleaning that sanitizes and removes soils from all surfaces, floors & fixtures	$ .20 Sq Ft	Base Charge - Weekly and Every Other Week $35.00; Monthly $55.00

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Uniform Rental Items

Discounts range from 10% to 32% of National Book Rate.

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier/Item Number	UOM	Description	Discount (percentage from Discount by Category	Price for weekly Lease (no cleaning)	Price for weekly rental (with cleaning)	L/R Charge
1	Cintas	935	EA	Comfort Work Shirts 65/35 Poly Cotton	10%	$ 0.15	$ 0.17	$ 15.00
2	Cintas	278	EA	High Image Work Shirt 65/35 Poly Cotton	10%	$ 0.19	$ 0.25	$ 23.00
3	Cintas	66278	EA	High Image Womens Work Shirt 65/35 Poly Cotton	10%	$ 0.19	$ 0.25	$ 23.00
4	Cintas	945	EA	Comfort Work Pants 65/35 Poly Cotton	10%	$ 0.16	$ 0.19	$ 18.00
5	Cintas	865	EA	Pleated Comfort Work Pants 65/35 Poly Cotton	10%	$ 0.20	$ 0.27	$ 22.00
6	Cintas	270	EA	Comfort Work Cargo Pants 65/35 Poly Cotton	10%	$ 0.25	$ 0.33	$ 27.00
7	Cintas	370	EA	Comfort Work Cargo Short 65/35 Poly Cotton	10%	$ 0.24	$ 0.31	$ 27.00
8	Cintas	205	EA	Womens Comfort Work Shirt w Pocket 65/35 Poly Cotton	10%	$ 0.13	$ 0.17	$ 17.00
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton	10%	$ 0.19	$ 0.25	$ 18.00
10	Cintas	340	EA	Cotton Work Pants 100% Cotton	10%	$ 0.25	$ 0.34	$ 23.50
11	Cintas	394	EA	Jean Pant 100% Cotton	10%	$ 0.21	$ 0.29	$ 20.00
12	Cintas	82670	EA	Chef Coat 65/35 Poly Cotton	10%	$ 0.18	$ 0.24	$ 23.00
13	Cintas	71125	EA	Elastic Waist Chef Pants w Drawstring 65/35 Poly Cotton	10%	$ 0.25	$ 0.32	$ 26.00
14	Cintas	833	EA	Food Processing Shirt White/Blue (no pockets, grippers) 65/35 Poly Cotton	10%	$ 0.12	$ 0.17	$ 13.50
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly Cotton	10%	$ 0.19	$ 0.25	$ 22.00
16	Cintas	275	EA	High Image Perfomance Polo Shirt 100% Microfiber Poly	10%	$ 0.25	$ 0.34	$ 28.00
17	Cintas	66275	EA	Womens High Image Performance Polo Shirt 100% Microfiber Poly	10%	$ 0.25	$ 0.34	$ 28.00
18	Cintas	390	EA	Womens Fit Comfort Work Pant (slim)	10%	$ 0.20	$ 0.27	$ 21.00
19	Cintas	395	EA	Womens Fit Comfort Work Pant	10%	$ 0.20	$ 0.27	$ 21.00
20	Cintas	259	EA	Pro-Knit Polo Shirts Moisture Wicking 100% Poly	10%	$ 0.17	$ 0.23	$ 20.00
21	Cintas	268	EA	Pro-Knit Tee Shirt 100% Poly	10%	$ 0.13	$ 0.17	$ 16.00
22	Cintas	970	EA	Lined Service Jacket 65/35 Poly Cotton	10%	$ 0.30	$ 0.40	$ 31.00
23	Cintas	366	EA	High Image Jacket 65/35 Poly Cotton	10%	$ 0.26	$ 0.35	$ 45.00
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly Cotton	10%	$ 0.19	$ 0.25	$ 30.00
25	Cintas	925	EA	White Lab Coat 80/20 Poly Cotton	10%	$ 0.18	$ 0.24	$ 25.00
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly	10%	$ 0.19	$ 0.25	$ 24.00
27	Carhartt	384	EA	Carhartt Shirt 100% Cotton	10%	$ 0.25	$ 0.33	$ 25.00
28	Carhartt	381	EA	Carhartt 5 Pocket Jeans 100% Cotton	10%	$ 0.28	$ 0.37	$ 27.00
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100% Cotton	10%	$ 0.28	$ 0.37	$ 30.00
30	Carhartt	383	EA	Carhartt Work Pants 100% Cotton	10%	$ 0.32	$ 0.42	$ 25.00
31	Carhartt	280	EA	Flame Resistant Jean	10%	N/A	$ 0.55	$ 49.00
32	Carhartt	290	EA	Flame Resistant Carpenter Jean	10%	N/A	$ 0.55	$ 49.00
33	Carhartt	294	EA	Flame Resistant Work Shirt	10%	N/A	$ 0.42	$ 49.00
34	Carhartt	371	EA	Flame Resistant Work Pant	10%	N/A	$ 0.42	$ 44.00
35	Carhartt	391	EA	Flame Resistant Coverall	10%	N/A	$ 0.88	$ 84.00
36	Happy Chef	517	EA	Food Service, Chef Coat XS-XL	10%	$ 0.33	$ 0.44	$ 25.00
37	Happy Chef	67627	EA	Food Service, V-Neck Apron One Size	10%	$ 0.31	$ 0.41	$ 14.00
38	Happy Chef	317	EA	Food Service, Female Chef Coat, XS-XL	10%	$ 0.33	$ 0.44	$ 25.00
41	Cintas	10196	EA	3x5 Traffic Mat	10%	N/A	$ 2.00	$ 46.00
42	Cintas	1801	EA	2x3 Spring Mat	10%	N/A	$ 1.50	$ 52.00
43	Cintas	1802	EA	3x5 Spring Mat	10%	N/A	$ 2.25	$ 65.00
44	Cintas	84302	EA	3x5 Safety Mat	10%	N/A	$ 3.25	$ 65.00
45	Cintas	84301	EA	3x5 Logo Mat	10%	N/A	$ 2.40	$ 88.00
46	Cintas	6913	EA	24 oz Synth Wet Mop	10%	N/A	$ 1.50	$ 15.00
47	Cintas	9582	EA	Pulse Mop	10%	N/A	$ 1.75	$ 110.00
48	Cintas	9581	EA	Dual Chamber Mop Bucket	10%	N/A	$ 2.50	$ 125.00
49	Cintas	7116	EA	12" Microfiber Mop Head	10%	N/A	$ 0.18	$ 5.00
50	Cintas	7001	EA	36" Microfiber Mop Head	10%	N/A	$ 0.45	$ 12.00
51	Cintas	7245	EA	Microfiber Mop Handle	10%	N/A	$ 0.80	$ 10.00

Nationwide Usage					Proposed Price/Equipment				
Item Number	Make	Supplier Item Number	UOM	Description	Discount (percentage from Discount by Catagory)	Purchase Price	Current CEILING Price	Make/Model of Quoted Item (If different)	Description of Quoted Item (if different)
1	Cintas	935	EA	Comfort Work Shirt 65/35 Poly/Cotton	30%	$15.99	$17.59		
2	Cintas	273	EA	High Image Work Shirt 65/35 Poly/Cotton	10%	$26.99	$29.69		
3	Cintas	66273	EA	High Image Womens Work Shirt 65/35 Poly/Cotton	10%	$26.99	$29.69		
4	Cintas	945	EA	Comfort Work Pant 65/35 Poly/Cotton	36%	$17.99	$19.79		
5	Cintas	865	EA	Pleated Comfort Work Pant 65/35 Poly/Cotton	36%	$17.99	$19.79		
6	Cintas	270	EA	Comfort WorkCargo Pant 65/35 Poly/Cotton	24%	$24.99	$27.49		
7	Cintas	370	EA	Comfort WorkCargo Short 65/35 Poly/Cotton	29%	$19.99	$21.99		
8	Cintas	205	EA	Womens Comfort Work Shirt W/Pocket 65/35/ Poly Cot	10%	$21.59	$23.75		
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton	39%	$19.99	$21.99		
10	Cintas	340	EA	Cotton Work Pant 100% Cotton	33%	$21.99	$24.19		
11	Cintas	394	EA	Jean Pant 100% Cotton	10%	$25.19	$27.71		
12	ChefWorks	82670	EA	ChefWorks Chef Coat 65/35 Poly Cotton Rental Only	10%	$29.69	$32.66	65375	ChefWorks Cool Vent Chef Coat 65/35 Poly Cotton LS Direct Sale
13	ChefWorks	71125	EA	Elastic Waist Chef Pant W/Drawstring 65/35 Poly/Cotton	36%	$17.99	$19.79	36550	Baggy Chef Pant 65/35 Poly/Cotton Direct Sale
14	Cintas	833	EA	Food Processing Shirt White/Blue (no pockets, grippers)	10%	$20.69	$22.76		
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly/Cotton	36%	$17.99	$19.79		
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Poly	10%	$29.69	$32.66		
17	Cintas	66275	EA	Womens High Image Performance Polo Shirt 100% Micro	10%	$29.69	$32.66		
18	Cintas	390	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton (Slim	36%	$17.99	$19.79		
19	Cintas	395	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton	36%	$17.99	$19.79		
20	Cintas	259	EA	Pro-Knit Polo Shirts Moisture Wicking 100% Poly	29%	$19.99	$21.99		
21	Cintas	268	EA	Pro-Knit Polo Shirts 100% Poly	10%	$16.19	$17.81		
22	Cintas	970	EA	Lined Service Jacket 65/35 Poly/Cotton	35%	$27.99	$30.79		
23	Cintas	366	EA	High Image Jacket 65/35 Poly/Cotton	12%	$59.99	$65.99		
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly/Cotton	32%	$25.99	$28.59		
25	Cintas	925	EA	White Lab Coat 80/20 Poly/Cotton Rental Only	35%	$14.99	$16.49	59925	White Lab Coat 80/20 Poly/Cotton LS Direct Sale
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly	10%	$25.19	$27.71		
27	Carhartt	384	EA	Carhartt Shirt 100% Cotton Rental Only	10%	$27.89	$30.68	332	Cintas Woven Chambray Direct Sale
28	Carhartt	381	EA	Carhartt Pocket Jeans 100% Cotton Rental Only	10%	$38.69	$42.56	74307	Carhartt Pocket Jeans 100% Cotton Direct Sale
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100%Cotton Rental Only	10%	$43.19	$47.51	74308	Carhartt Carpenter Jeans 100%Cotton Direct Dale
30	Carhartt	383	EA	Carhartt Work Pants 100% Cotton Rental Only	10%	$47.69	$52.46	74309	Carhartt Work Pants 100% Cotton Direct Sale
31	Carhartt	280	EA	Carhartt FR Jean Rental Only	10%	$74.69	$82.16	63869	Carhartt Canvas Jean Direct Sale
32	Carhartt	290	EA	Carhartt FR Carpenter Jean Rental Only	10%	$70.19	$77.21	70610	Carhartt FR Carpenter Jean Direct Sale
33	Carhartt	294	EA	Carhartt FR Work Shirt Rental Only	10%	$65.69	$72.26	60087	Carhartt FR Work Shirt Direct Sale
34	Carhartt	371	EA	Carhartt FR Work Pant Rental Only	10%	$47.69	$52.46	70644	UltraSoft FR Pant Direct Sale
35	Carhartt	391	EA	Carhartt FR Coverall Rental Only	10%	$110.69	$121.76	8723	Tecasafe Plus FR Coverall Direct Sale
36	Happy Chef	8841	EA	Happy Chef Food Service, Polo Shirt S-XL	10%	$20.69	$22.76	65493	Cintas Gripper Snap Polo Direct Sale
37	Happy Chef	517	EA	Happy Chef Food Service, Chef Coat S-XL	10%	$35.99	$39.59	106452	Cintas Classic Chef Coat Direct Sale
38	Happy Chef	67627	EA	Happy Chef Food Service, V-Neck Apron, One Size	50%	$4.99	$5.49	82976	Cintas Bib Apron Direct Sale
39	Happy Chef	317	EA	Happy Chef Food Service, Female Chef Coat S-XL	10%	$35.99	$39.59	106943	Cintas Classic Che Coat Womens Direct Sale
40	Happy Chef	48480	EA	Happy Chef Food Service, Chef Hat, Student (Beret)	44%	$4.99	$5.49		
41	Happy Chef	100445	EA	Happy Chef Food Service, Skull Cap, Flat Top-Chicago	30%	$6.99	$7.69		

Hand & Head Protection Program Options			
Cintas Item Number	**Hand Protection Program**	**Lease/Week**	**LR Rates**
869320700	11" Class 00 Rubber Insulating Gloves - Yellow		$ 55.25
869320350	11" Class 00 Rubber Insulating Gloves - Black		$ 55.25
754910300	ARC Guard FR Knit Glove		$ 21.75
869380000	10" Leather Protectors		$ 21.00
601960600	Canvas Glove Bag		$ 21.00
	Hand Protection Weekly Cost	$ 8.07	
	Head Protection Program		
601940000	Clear Safety Glass		$ 4.00
745030300	12cal PureView Faceshiled		$ 105.00
745010000	MSA Slotted Hard Hat - White		$ 21.00
823370200	12cal Balaclava - NAVY		$ 17.00
744370260	Electric Gear Bag		$ 30.00
	Head Protection Weekly Cost	$ 3.93	
	Total Progam Weekly Cost	**$ 12.00**	

Available Glove Sizes 8-12

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SAFETY ITEMS

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier Item Number	Description	UOM	Quantity per UOM	Discount (Percentage from Discount by Category)	Unit Price
1	CINTAS	280020	LENS/SCREEN PADS	EA	100	-59.354	$8.63
2	CINTAS	163050	BURN RELIEF PACKET/	BAG	6 packets	-70.913	$3.95
3	CINTAS	1030300	WOUNDSEAL POUR	EA	2	-52.026	$11.25
4	CINTAS	119260	ALLERGY RELIEF	BOX	2/1Dent blister paks	-57.794	$8.48
5	CINTAS	121220	ALEVE SMALL	BAG	5 packs	-61.797	$3.13
6	CINTAS	573772	DAYQUIL SEVERE	BAG	5 packets	-63.703	$4.45
7	CINTAS	79191	MUCINEX SMALL	BAG	3 packets	-43.260	$7.45
8	CINTAS	111929	IBUPROFEN TABS	BOX	20 packets	-76.419	$2.95
9	CINTAS	112039	COLD RELIEF	BOX	40 packets	-66.441	$7.45
10	CINTAS	12221	LIQUID BANDAGE	BAG	5 pipettes	-49.924	$6.60
11	CINTAS	111989	IBUPROFEN TABS	BOX	50 packets	-68.944	$6.00
12	CINTAS	111999	IBUPROFEN TABS LRG	BOX	125 packets	-65.093	$13.28
13	CINTAS	150110	TWEEZERS, METAL	PAC	3 tweezers	-59.780	$3.48
14	CINTAS	51030	HAND SANITIZER	BAG	10 packets	-79.193	$1.63
15	CINTAS	130479	EYEWASH, 1/2OZ	BOX	5 bottles	-55.874	$7.48
16	CINTAS	122249	GLUCOSE, SMALL	PAC	2 packs	-38.430	$8.28
17	CINTAS	102435	LIPAID SMALL	BAG	10 packets	-73.490	$1.98
18	CINTAS	102640	BIOFREEZE MUSCLE	BAG	5 packets	-67.697	$4.03
19	CINTAS	119250	ANTI-DIARRHEAL	BOX	12 caplets	-61.153	$5.63
20	CINTAS	43729	X-LONG BANDAGE	BOX	25 bandages	-60.032	$5.00
21	CINTAS	164010	COOL&SOOTHE	BOX	6 packets	-61.043	$9.23
22	CINTAS	111529	PAIN AWAY X-	BAG	25 packets	-79.664	$2.30
23	CINTAS	43658	WATERPROOF CLEAR	BOX	30 bandages	-52.885	$4.90
24	CINTAS	44269	ELASTIC STRIP	BOX	50 bandages	-62.848	$3.88
25	CINTAS	111180	ASPIRIN ORG ST 50CT	BOX	25 packets	-74.674	$3.50
26	CINTAS	130000	THERA TEARS, SMALL	PAC	4 vials	-65.585	$3.50
27	CINTAS	100019	TRIPLE ANTIBIOTIC	BOX	20 packets	-71.360	$4.15
28	CINTAS	112029	COLD RELIEF	BAG	25 packets	-69.365	$4.20
29	CINTAS	44429	LARGE PATCH 2"X3",	BOX	15 bandages	-66.848	$3.65

Item	Description	Comment	Qty	California Price	USC Pricing (from PDF)
	Services:				
SC	Minimum Order Size per stop	Per stop.	ea	$55.00	$45.00
IN	Portable Extinguisher Annual Maintenance Inspection Hand Portable Stored Pressure and CO2 Fire Extinguishers - up to 20#	Per unit.	ea	$10.00	$5.25
	Unit Test, Recharge and Repair Parts:				
NSDC2.5	2.5# Stored pressure Dry Chemical - Six Year Test	Includes O-Ring, V-Stem, Service Collar and Six Year Internal Maintenance labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea	$30.00	$30.00
NSDC5	5# Stored pressure Dry Chemical - Six Year Test		ea	$40.00	$31.00
NSDC10	10# Stored pressure Dry Chemical - Six Year Test		ea	$33.00	$43.00
NSDC20	20# Stored pressure Dry Chemical - Six Year Test		ea	$70.00	$68.00
NHDC2.5	2.5# Stored pressure Dry Chemical - Hydrostatic Test	Includes O-Ring, V-Stem, Service Collar and Hydrostatic Test labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea	$30.00	$28.00
NHDC5	5# Stored pressure Dry Chemical - Hydrostatic Test		ea	$40.00	$33.00
NHDC10	10# Stored pressure Dry Chemical - Hydrostatic Test		ea	$33.00	$35.00
NHDC20	20# Stored pressure Dry Chemical - Hydrostatic Test		ea	$60.00	$37.00
NRDC2.5	2.5# Stored pressure Dry Chemical - Recharge	Includes Recharge Labor, Agent and Service Collar; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea	$30.00	$28.00
NRDC5	5# Stored pressure Dry Chemical - Recharge		ea	$40.00	$33.00
NRDC10	10# Stored pressure Dry Chemical - Recharge		ea	$33.00	$35.00
NRDC20	20# Stored pressure Dry Chemical - Recharge		ea	$60.00	$37.00
EEPIN	Pull Pin	Per unit.	ea	$3.25	$2.75
	New Extinguishers:				
5# ABC Ext	5# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	$65.00	$59.00
10# ABC Ext	10# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	$88.00	$83.00
2.5# ABC Ext	2 1/2# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	$42.00	$42.00
20# ABC Ext	20# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	$195.00	$195.00
	Emergency Light Parts and Services:				
INPTT	E-Light Push Test Button - 30 Seconds	Per unit.	ea	$10.00	$4.35
INEL	Emergency Exit Light Inspection (Load Test)	Per unit.	ea	$18.00	$12.00
EXB64	E-Light Battery, 6V, 4A	Per unit.	ea	$29.00	$29.00
EXB67	E-Light Battery, 6V, 7A	Per unit.	ea	$37.50	$37.50
EXB610	E-Light Battery, 6V, 10A	Per unit.	ea	$39.00	$39.00
EXB612	E-Light Battery, 6V, 12A	Per unit.	ea	$45.00	$45.00
EXL15T6	E-Light Bulb, 145V, 15W	Per unit.	ea	$9.00	$8.00
EXL20	E-Light Bulb, 120V, 20W	Per unit.	ea	$9.00	$8.00

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Item	Description	Comment	Qty	US Price	California Price	USC Pricing	% Savings from US Price
	Inspection & Parts						
INKS	Kitchen System Inspection - single or first tank	Per system.	ea	$125.00	$125.00	$105.00	16.00%
INKST	Kitchen System Inspection - remote or additional tank	Per additional tank.	ea	$95.00	$95.00	$85.00	10.53%
EELINK	Fusable Link	Per unit.	ea	$12.00	$15.00	$9.80	18.33%

Item	Description	Comment	Qty	California Price	USC Price
		Inspection & Parts			
INSPW	Annual Sprinkler Inspection Wet - Initial Riser	Per riser.	ea	$295.00	$265.00
INSPR	Annual Sprinkler Inspection Wet - Additional Riser	Per riser.	ea	$150.00	$105.00
INSPBFIRE	Fire line backflow test per valve	Per unit.	ea	$175.00	$185.00
INSPD	Sprinkler Inspection (Dry)	Per riser.	ea	$325.00	$275.00
INSPBFDO	Inspection Back Flow - Domestic or Irrigation (per	Per unit.	ea	$135.00	$110.00

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Item	Description	Comment	Qty	California Price	USC Pricing
	Inspection & Parts				
INFA	Annual Fire Alarm System Inspection	Per panel.	ea	$300.00	$235.00
INFAID	Devices Per Device (somke det. bell, horn, strobe, pull station)	Per device.	ea	$10.00	$8.50
INFADD	Duct Detectors	Per unit.	ea	$35.00	$28.50

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FIRE LABOR RATES			
ITEM	Unit	CA Price	USC Price
Labor - Regular	ea	$150.00	$105.00
Labor - Overtime	ea	$200.00	$157.50
Labor - Weekend/Holiday	ea	$300.00	$210.00
Emergency Service Call	ea	$350.00	$275.00

Cintas First Aid Training List
for U.S. Communities
#R-BB-19002

Course Material # (SAP)	Course Description	Class Duration	Duration Type	Expiration	Expiration Type	Certification	Class Size	US Communities Contract Ceiling Price	Price Per
65001	CPR/FIRST AID/AED COURSE (HeartSaver First Aid with CPR & AED)	7	Hours	2	Years	AHA	9	$ 686.48	Per Class
65013	CPR/FIRST AID/AED/BBP COURSE	1	Days	2	Years	AHA	9	$ 808.52	Per Class
65003	BBP AWARENESS CLASS	1	Hours	1	Years	CLMI	0	$ 401.72	Per Class
65004	PEDIATRIC FIRST AID COURSE	3 1/2	Hours	2	Years	AHA	9	$ 503.42	Per Class
65009	FIRST AID COURSE	3.5	Hours	2	Years	AHA	9	$ 457.65	Per Class
65013	INFANT CHILD SUPPLEMENT (CPR/AED)	1	Hours	2	Years	AHA	9	$ 101.70	Per Class
65016	CPR/FIRST AID/AED (PER STUDENT	7	Hours	2	Years	AHA	min 8	$ 76.28	Per Person
65017	FIRST AID COURSE (PER STUDENT)	3 1/2	Hours	2	Years	AHA	min 8	$ 50.85	Per Person
650018	CPR/AED COURSE (PER STUDENT)	4	Hours	2	Years	AHA	min 8	$ 50.85	Per Person
65019	BLS HCP (PER STUDENT)	5	Hours	2	Years	AHA	min 8	$ 55.94	Per Person
65021	CPR/AED COURSE	4	Hours	2	Years	AHA	9	$ 457.65	Per Class
65022	BLS HEALTHCARE PROVIDER	8	Hours	2	Years	AHA	8	$ 533.93	Per Class
65023	OXYGEN AWARENESS CLASS	1	Hours	1	Years	COAST	25	$ 198.32	Per Class
65024	AHA HEART SAVER PEDIATRIC 3 HO	3	Hours	2	Years	AHA	9	$ 40.68	Per Person

*CPR/First Aid uses the Heartsaver First Aid with CPR & AED student manuals but teach only the First Aid and CPR sections of the course.

**Course hours are based on adult only courses and will be longer if pediatric training is done.

***Open Enrollment classes are based on local schedules and availability.

****Additional charges apply for remote class locations and classes outside of normal business hours.

ONLINE CPR, FIRST AID & AED TRAINING

650311	HEARTSAVER FIRST AID, CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2 1/2	Hours	2	Years	AHA	1	$ 39.66	Per Person
650143	HEARTSAVER FIRST AID, CPR & AED SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	45	Minutes	2	Years	AHA	1	$ 41.70	Per Person
650301	HEARTSAVER FIRST AID ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2	Hours	2	Years	AHA	1	$ 27.46	Per Person
650142	HEARTSAVER FIRST AID SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	30	Minutes	2	Years	AHA	1	$ 35.60	Per Person
650321	HEARTSAVER CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	1 1/2	Hours	2	Years	AHA	1	$ 22.37	Per Person
650141	HEARTSAVER CPR SKILLS CHECK	20	Minutes	2	Years	AHA	1	$ 35.60	Per Person

CLASSROOM SAFETY TRAINING

65205	CONFINED SPACE CLASS	2	Hours	1	Years	CLMI	10	$ 401.72	Per Class
65206	FALL PROTECTION CLASS	2	Hours	1	Years	CLMI	10	$ 401.72	Per Class
65207	AERIAL LIFT SAFETY CLASS	2	Hours	0	None	CLMI	10	$ 401.72	Per Class
65208	FORKLIFT CERTIFICATION CLASS	4	Hours	1	Years	CLMI	10	$ 401.72	Per Class
65209	FORKLIFT CERTIFICATION (PER PERSON)	4	Hours	1	Years	CLMI	MIN 5	$ 76.28	Per Person
652091	FORKLIFT SKILLS TEST (PER PERSON)	20	Minutes	3	Years	CLMI	MIN 5	$ 35.60	Per Person
65211	CRANE SAFETY CLASS	2	Hours	0	None	CLMI	10	$ 503.42	Per Class
652111	CRANE SAFETY TESTING	15	Minutes	0	None	CLMI	10	$ 25.43	Per Person
65212	SAFETY COMMITTEE CLASS	2	Hours	1	Years	CINTS	15	$ 401.72	Per Class
65214	BACK SAFETY CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65216	ERGONOMICS CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65218	EMERGENCY PREPAREDNESS CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65220	EYE PROTECTION CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65221	SLIPS TRIPS & FALLS CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65222	FIRE SAFETY CLASS	2	Hours	1	Years	CINTS	25	$ 401.72	Per Class
65226	HAZARD COMMUNICATION CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65230	HEARING SAFETY CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65231	HEAT INJURY PREVENTION CLASS	1	Hour	1	Years	CLMI	25	$ 401.72	Per Class
65232	HOUSEKEEPING CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65234	LOCKOUT TAGOUT CLASS	2	Hours	1	Years	CLMI	10	$ 401.72	Per Class
65236	MACHINE GUARDING CLASS	2	Hours	1	Years	CLMI	10	$ 401.72	Per Class
65240	PPE CLASS	2	Hours	1	Years	CLMI	10	$ 401.72	Per Class
65252	RESPIRATORY SAFETY CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65254	SAFETY PROGRAM MGMT CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65260	GENERAL SAFETY TOPICS CLASS	2	Hours	1	Years	CINTS	0	$ 355.95	Per Class
65290	WRITTEN COMPLIANCE PROGRAM	4	Hours	1	Years	CINTS	0	$ 401.72	Per Class
65400	OSHA 10 HOUR GENERAL INDUSTRY	2	Days	3	Years	OSHA	0	$ 300.02	Per Person
65402	OSHA 30 HOUR GENERAL INDUSTRY	4	Days	3	Years	OSHA	0	$ 708.18	Per Person
65404	OSHA 10 HOUR CONSTRUCTION CLAS	2	Days	3	Years	OSHA	0	$ 300.02	Per Person
65406	OSHA 30 HOUR CONSTRUCTION CLAS	4	Days	3	Years	OSHA	0	$ 788.18	Per Person

65500	RESPIRATOR FIT TESTING	20	Minutes	1	Years	CINTS	0	$ 35.60	Per Person
65501	RESPIRATORY SAFETY CLASS WITH FIT TEST	4	Hours	1	Years	CINTS	12	$ 483.08	Per Class
65502	SAFETY AUDIT	2	Hours	1	Years	CINTS	0	$ 401.72	Per Class
65503	EMERGENCY RESPONSE TRAINING CL	4	Hours	1	Years	CINTS	0	$ 401.72	Per Class
65504	WRITTEN SAFETY & HEALTH PROGRAM	1	Days	1	Years	CINTS	1	$ 401.72	Per Person
65905	CLASS CANCELLATION FEE	0	None	0	None	CINTS		$ -	
65906	INSTRUCTOR TRAVEL FEE	0	None	0	None	CINTS		$ 50.85	Per Class
65908	AFTER HOURS FEE	0	None	0	None	CINTS		$ 101.70	Per Class

MERCHANDISE & PRICING EXHIBIT A # R-BB-19002							
Supplier/Item Number	**Description**	**Price for weekly Lease (no cleaning)**	**Price for weekly rental (with cleaning)**	**L/R Charge**	**NEW Price Lease**	**NEW Price Rental**	**NEW L/R Charge**
	Garments						
205	Womens Comfort Work Shirt w Pocket 65/35 Poly Cotton	$ 0.130	$ 0.170	$ 17.00	$ 0.132	$ 0.173	$ 17.31
259	Pro-Knit Polo Shirts Moisture Wicking 100% Poly	$ 0.170	$ 0.230	$ 20.00	$ 0.173	$ 0.234	$ 20.36
268	Pro-Knit Tee Shirt 100% Poly	$ 0.130	$ 0.170	$ 16.00	$ 0.132	$ 0.173	$ 16.29
270	Comfort Work Cargo Pants 65/35 Poly Cotton	$ 0.250	$ 0.330	$ 27.00	$ 0.255	$ 0.336	$ 27.49
273	High Image Work Shirt 65/35 Poly Cotton	$ 0.190	$ 0.250	$ 23.00	$ 0.193	$ 0.255	$ 23.41
275	High Image Perfomance Polo Shirt 100% Microfiber Poly	$ 0.250	$ 0.340	$ 28.00	$ 0.255	$ 0.346	$ 28.50
280	Flame Resistant Jean	N/A	$ 0.550	$ 49.00	N/A	$ 0.560	$ 49.88
290	Flame Resistant Carpenter Jean	N/A	$ 0.550	$ 49.00	N/A	$ 0.560	$ 49.88
294	Flame Resistant Work Shirt	N/A	$ 0.420	$ 49.00	N/A	$ 0.428	$ 49.88
317	Food Service, Female Chef Coat, XS-XL	$ 0.330	$ 0.440	$ 25.00	$ 0.336	$ 0.448	$ 25.45
330	Cotton Work Shirt 100% Cotton	$ 0.190	$ 0.250	$ 18.00	$ 0.193	$ 0.255	$ 18.32
340	Cotton Work Pants 100% Cotton	$ 0.250	$ 0.340	$ 23.50	$ 0.255	$ 0.346	$ 23.92
366	High Image Jacket 65/35 Poly Cotton	$ 0.260	$ 0.350	$ 45.00	$ 0.265	$ 0.356	$ 45.81
370	Comfort Work Cargo Short 65/35 Poly Cotton	$ 0.240	$ 0.310	$ 27.00	$ 0.244	$ 0.316	$ 27.49
371	Flame Resistant Work Pant	N/A	$ 0.420	$ 44.00	N/A	$ 0.428	$ 44.79
374	Executive Dress Shirt 57/43 Poly Cotton	$ 0.190	$ 0.250	$ 22.00	$ 0.193	$ 0.255	$ 22.40
381	Carhartt 5 Pocket Jeans 100% Cotton	$ 0.280	$ 0.370	$ 27.00	$ 0.285	$ 0.377	$ 27.49
382	Carhartt Carpenter Jeans 100% Cotton	$ 0.280	$ 0.370	$ 30.00	$ 0.285	$ 0.377	$ 30.54
383	Carhartt Work Pants 100% Cotton	$ 0.320	$ 0.420	$ 25.00	$ 0.326	$ 0.428	$ 25.45
384	Carhartt Shirt 100% Cotton	$ 0.250	$ 0.330	$ 25.00	$ 0.255	$ 0.336	$ 25.45
390	Womens Fit Comfort Work Pant (slim)	$ 0.200	$ 0.270	$ 21.00	$ 0.204	$ 0.275	$ 21.38
391	Flame Resistant Coverall	N/A	$ 0.880	$ 84.00	N/A	$ 0.896	$ 85.51
394	Jean Pant 100% Cotton	$ 0.210	$ 0.290	$ 20.00	$ 0.214	$ 0.295	$ 20.36
395	Womens Fit Comfort Work Pant	$ 0.200	$ 0.270	$ 21.00	$ 0.204	$ 0.275	$ 21.38
517	Food Service, Chef Coat XS-XL	$ 0.330	$ 0.440	$ 25.00	$ 0.336	$ 0.448	$ 25.45
833	Food Processing Shirt White/Blue (no pockets, grippers) 65/35 Poly Cotton	$ 0.120	$ 0.170	$ 13.50	$ 0.122	$ 0.173	$ 13.74
865	Pleated Comfort Work Pants 65/35 Poly Cotton	$ 0.200	$ 0.270	$ 22.00	$ 0.204	$ 0.275	$ 22.40
912	Coverall 7.5 oz 65/35 Poly Cotton	$ 0.190	$ 0.250	$ 30.00	$ 0.193	$ 0.255	$ 30.54
925	White Lab Coat 80/20 Poly Cotton	$ 0.180	$ 0.240	$ 25.00	$ 0.183	$ 0.244	$ 25.45
935	Comfort Work Shirts 65/35 Poly Cotton	$ 0.150	$ 0.170	$ 15.00	$ 0.153	$ 0.173	$ 15.27
945	Comfort Work Pants 65/35 Poly Cotton	$ 0.160	$ 0.190	$ 18.00	$ 0.163	$ 0.193	$ 18.32
970	Lined Service Jacket 65/35 Poly Cotton	$ 0.300	$ 0.400	$ 31.00	$ 0.305	$ 0.407	$ 31.56
8841	Food Service Polo Shirt S-XL	N/A			N/A	N/A	N/A
66273	High Image Womens Work Shirt 65/35 Poly Cotton	$ 0.190	$ 0.250	$ 23.00	$ 0.193	$ 0.255	$ 23.41
66275	Womens High Image Performance Polo Shirt 100% Microfiber Poly	$ 0.250	$ 0.340	$ 28.00	$ 0.255	$ 0.346	$ 28.50

67627	Food Service, V-Neck Apron One Size	$ 0.310	$ 0.410	$ 14.00	$ 0.316	$ 0.417	$ 14.25
71125	Elastic Waist Chef Pants w Drawstring 65/35 Poly Cotton	$ 0.250	$ 0.320	$ 26.00	$ 0.255	$ 0.326	$ 26.47
82497	White Polyester Butcher Coat 100% Poly	$ 0.190	$ 0.250	$ 24.00	$ 0.193	$ 0.255	$ 24.43
82670	Chef Coat 65/35 Poly Cotton	$ 0.180	$ 0.240	$ 23.00	$ 0.183	$ 0.244	$ 23.41
	NON-Garments				**New Price**	**New L/R Price**	
1801	2x3 Spring Mat	N/A	$ 1.500	$ 52.00	$ 1.53	$ 52.94	
1802	3x5 Spring Mat	N/A	$ 2.250	$ 65.00	$ 2.29	$ 66.17	
6913	24 oz Synth Wet Mop	N/A	$ 1.500	$ 15.00	$ 1.53	$ 15.27	
7001	36" Microfiber Mop Head	N/A	$ 0.450	$ 12.00	$ 0.46	$ 12.22	
7116	12" Microfiber Mop Head	N/A	$ 0.180	$ 5.00	$ 0.18	$ 5.09	
7245	Microfiber Mop Handle	N/A	$ 0.800	$ 10.00	$ 0.81	$ 10.18	
9313	Moisturizing Soap Refill - 1000ml	N/A	$ 2.000	N/A	$ 2.04	N/A	
9314	Heavy Duty Soap Scrub Service - 1000ml	N/A	$ 2.000	$ 25.00	$ 2.04	$ 25.45	
9332	Antibacterial Gel Soap Service - 1000ml	N/A	$ 1.500	$ 25.00	$ 1.53	$ 25.45	
9581	Dual Chamber Mop Bucket	N/A	$ 2.500	$ 125.00	$ 2.55	$ 127.25	
9582	Pulse Mop	N/A	$ 1.750	$ 110.00	$ 1.78	$ 111.98	
10196	3x5 Traffic Mat	N/A	$ 2.000	$ 46.00	$ 2.04	$ 46.83	
843XX	3x5 Logo Mat	N/A	$ 2.400	$ 83.00	$ 2.44	$ 84.49	
84302	3x5 Safety Mat	N/A	$ 3.250	$ 65.00	$ 3.31	$ 66.17	
	Head & Hand Protecton Program (signed addendum required)				**NEW Lease Price**	**NEW L/R Price**	
869320700	11" CLASS 00 RUBBER INSULATING GLOVES-YELLOW	$ 2.11		$ 55.25	$ 2.15	$ 56.24	
869320350	11" CLASS OO RUBBER INSULATING GLOVES-BLACK	$ 2.11		$ 55.25	$ 2.15	$ 56.24	
754910300	ARC GUARD FR KNIT GLOVE	$ 0.84		$ 21.75	$ 0.86	$ 22.14	
869380000	10" LEATHER PROTECTORS	$ 0.75		$ 21.00	$ 0.76	$ 21.38	
601960600	CANVAS GLOVE BAG	$ 0.57		$ 21.00	$ 0.58	$ 21.38	
	SIZES AVAILABLE 8-12					$ -	
	OPTIONAL HAND PROTECTION ITEMS					$ -	
869320150	11" CLASS 00 RUBBER INSULATING GLOVES-RED	$ 2.11		$ 55.25	$ 2.15	$ 56.24	
869330700	11" CLASS 0 RUBBER INSULATING GLOVES-YELLOW	$ 2.26		$ 61.53	$ 2.30	$ 62.64	
869330350	11" CLASS 0 RUBBER INSULATING GLOVES-BLACK	$ 2.36		$ 61.53	$ 2.40	$ 62.64	
869330150	11" CLASS 0 RUBBER INSULATING GLOVES-RED	$ 2.26		$ 61.53	$ 2.30	$ 62.64	
869350700	14" CLASS 2 RUBBER INSULATING GLOVES-YELLOW	$ 4.43		$ 120.90	$ 4.51	$ 123.08	
869350350	14" CLASS 2 RUBBER INSULATING GLOVES-BLACK	$ 4.43		$ 120.90	$ 4.51	$ 123.08	

869350150	14" CLASS 2 RUBBER INSULATING GLOVES-RED	$ 4.43		$ 120.90	$ 4.51	$ 123.08	
869390000	12" LEATHER PROTECTORS	$ 0.88		$ 24.05	$ 0.90	$ 24.48	
	INCREASED GLOVE TESTING FREQUENCY PER SET	$ 1.00			$ 1.02		
	HEAD PROTECTION PROGRAM						
601940000	CLEAR SAFETY GLASSES	$ 0.10		$ 4.00	$ 0.102	$ 4.07	
745030300	12 CAL PUREVIEW FACESHIELD	$ 2.49		$ 105.00	$ 2.53	$ 106.89	
745010000	MSA SLOTTED HARD HAT-WHITE	$ 0.44		$ 21.00	$ 0.448	$ 21.38	
823370200	12 CAL BALACLAVA-NAVY	$ 0.35		$ 17.00	$ 0.356	$ 17.31	
668940000	HARD HAT/FACE SHIELD KNIT BAG	$ 0.34		$ 15.28	$ 0.346	$ 15.56	
	OTHER CHARGES				**NEW PRICE**		
15	Service Charge	$ -					
15	NYC Service Charge		NYC Locations 11F, 790, 62 & 15F				
106	Service Charge	$ -					
106	NYC Service Charge		NYC Locations 11F, 790, 62 & 15F				
125	Make Up Charge Per Garment	$ 1.50			$ 1.53		
	Make Up/Emblems Waived on Install?	YES	for the first 30 days				
	Minimum Stop Charge	$ 35.00					
	NYC Minimum Stop Charge		NYC Locations 11F, 790, 62 & 15F				
7329	Non-Standard Special Cut - Non-FRC	$ 0.15	(Size Premium Charge)	**Shirts starting at 2XL and pants starting at size 34" inseam per garment**	$ 0.153		
5329	Non-Standard Special Cut - FRC COVERALL	$ 0.15	(Size Premium Charge)		$ 0.153		
5330	Non-Standard Special Cut - FRC PTS/SHIRTS	$ 0.15	(Size Premium Charge)		$ 0.153		
2	Uniform Advantage		*Price Local				
13	Premium Uniform Advantage		*Price Local				
14	Emblem Advantage		*Price Local				
7074	Prep (Makeup) Advantage		*Price Local				
8874	Mat Advantage		*Price Local				

ITEM #	Description	OMNIA Ceiling Price	NEW Ceiling Price
205	Womens Comfort Work Shirt W/Pocket 65/35/ Poly Cotton	**$21.59**	**$21.98**
259	Pro-Knit Polo Shirts Moisture Wicking 100% Poly	**$19.99**	**$20.35**
268	Pro-Knit Polo Shirts 100% Poly	**$16.19**	**$16.48**
270	Comfort WorkCargo Pant 65/35 Poly/Cotton	**$24.99**	**$25.44**
273	High Image Work Shirt 65/35 Poly/Cotton	**$26.99**	**$27.48**
275	High Image Performance Polo Shirt 100% Microfiber Poly	**$29.69**	**$30.22**
330	Cotton Work Shirt 100% Cotton	**$19.99**	**$20.35**
332	Cintas Woven Chambray	**$27.89**	**$28.39**
340	Cotton Work Pant 100% Cotton	**$21.99**	**$22.39**
366	High Image Jacket 65/35 Poly/Cotton	**$59.99**	**$61.07**
370	Comfort WorkCargo Short 65/35 Poly/Cotton	**$19.99**	**$20.35**
374	Executive Dress Shirt 57/43 Poly/Cotton	**$17.99**	**$18.31**
390	Womens Fit Comfort Work pant 65/35 Poly/Cotton (Slim Fit)	**$17.99**	**$18.31**
394	Jean Pant 100% Cotton	**$25.19**	**$25.64**
395	Womens Fit Comfort Work pant 65/35 Poly/Cotton	**$17.99**	**$18.31**
833	Food Processing Shirt White/Blue (no pockets, grippers) 65/35 Poly/Cotton	**$20.69**	**$21.06**
865	Pleated Comfort Work Pant 65/35 Poly/Cotton	**$17.99**	**$18.31**
912	Coverall 7.5 oz 65/35 Poly/Cotton	**$25.99**	**$26.46**
935	Comfort Work Shirt 65/35 Poly/Cotton	**$15.99**	**$16.28**
945	Comfort Work Pant 65/35 Poly/Cotton	**$17.99**	**$18.31**
970	Lined Service Jacket 65/35 Poly/Cotton	**$27.99**	**$28.49**
8723	Tecasafe Plus FR Coverall	**$110.69**	**$112.68**
36550	Baggy Chef Pant 65/35 Poly/Cotton	**$17.99**	**$18.31**
48480	Happy Chef Food Service, Chef Hat, Student (Beret)	**$4.99**	**$5.08**
59925	White Lab Coat 80/20 Poly/Cotton LS	**$14.99**	**$15.26**
60087	Carhartt FR Work Shirt	**$65.69**	**$66.87**
63869	Carhartt Canvas Jean	**$74.69**	**$76.03**
65375	ChefWorks Cool Vent Chef Coat 65/35 Poly Cotton LS	**$29.69**	**$30.22**
65493	Cintas Gripper Snap Polo	**$20.69**	**$21.06**
66273	High Image Womens Work Shirt 65/35 Poly/Cotton	**$26.99**	**$27.48**
66275	Womens High Image Performance Polo Shirt 100% Microfiber Poly	**$29.69**	**$30.22**
70610	Carhartt FR Carpenter Jean	**$70.19**	**$71.45**

70644	UltraSoft FR Pant	**$47.69**	**$48.55**
74307	Carhartt Pocket Jeans 100% Cotton	**$38.69**	**$39.39**
74308	Carhartt Carpenter Jeans 100%Cotton	**$43.19**	**$43.97**
74309	Carhartt Work Pants 100% Cotton	**$47.69**	**$48.55**
82497	White Polyester Butcher Coat 100% Poly	**$25.19**	**$25.64**
82976	Cintas Bib Apron	**$4.99**	**$5.08**
100446	Happy Chef Food Service, Skull Cap, Flat Top-Chicago	**$6.99**	**$7.12**
106452	Cintas Classic Chef Coat	**$35.99**	**$36.64**
106943	Cintas Classic Che Coat Womens	**$35.99**	**$36.64**

Service Description	Description	OMNIA Ceilin Price	NEW Ceiling price	Pricing Detail
VCT Restoration	Used any time we do a restoration VCT job, which means stripping the floor all the way down and reapplying 4 coats of finish	**$.90 sq ft**	**$ 0.92**	
VCT Maintenance	Used any time we do a maintenance VCT job, which means top scrubbing the floor down 1-2 coats and reapplying 2 coats of finish	**$.60 sq ft**	**$ 0.61**	
VCT Maintenance	Used any time we do a cleaning VCT job, which means cleaning the floor with a Pad and Cleaner and NOT reapplying any finish	**$.32 sq ft**	**$ 0.33**	
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Truck Mount	**$.29 Sq Ft**	**$ 0.30**	
Standard Carpet Cleaning	4 Step - PARR Process - Truck Mount	**$.22 Sq Ft**	**$ 0.22**	
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Truck Mount	**$.14 Sq Ft**	**$ 0.14**	
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Portable	**$.22 Sq Ft**	**$ 0.22**	
Standard Carpet Cleaning	4 Step - PARR Process - Portable	**$.14 Sq Ft**	**$ 0.14**	
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Portable	**$.09 Sq Ft**	**$ 0.09**	
Wool Carpet Cleaning	2 Step - Prespray and Rinse	**$.29 Sq Ft**	**$ 0.30**	
Carpeted Steps	Cleaning Only	**$4.50 per standard step**	**$ 4.58**	If step is determined to be nonstandard, the price is decided locally
Carpet Protectant	If not included with 5 Step	**$.10 Sq Ft**	**$ 0.10**	
Carpet Sanitizer	Used anytime we apply a sanitizer after the cleaning	**$.05 Sq Ft**	**$ 0.05**	
Carpet Deodorizer	Used anytime we apply a deodorizer after the cleaning	**$.05 Sq Ft**	**$ 0.05**	
Low Moisture Process	PreRotoScrub, Prespray, Agitate, Respray Spots (No Vacuuming)	**$.14 Sq Ft**	**$ 0.14**	Any vacuuming required is in addition to the sq ft price
Standard Tile	5 Step - PARR Process plus Sealer - Truck Mount	**$1.35 Sq Ft**	**$ 1.37**	
Standard Tile	5 Step - PARR Process 2" or Less - Truck Mount	**$2.50 Sq Ft**	**$ 2.54**	
Standard Tile	4 Step - PARR Process >2" - Truck Mount	**$.75 Sq Ft**	**$ 0.76**	
Standard Tile	4 Step - PARR Process 2" or Less - Truck Mount	**$1.95 Sq Ft**	**$ 1.99**	
Sealer (After Cleaning)	Used anytime we apply an impregnating sealer after the cleaning	**$.60 Sq Ft**	**$ 0.61**	
Color Seal (After Cleaning)	Color Seal < 2" Tile	**$3.60 Sq Ft**	**$ 3.66**	
Color Seal (After Cleaning)	Color Seal 2" - 8 " Tile	**$2.70 Sq Ft**	**$ 2.75**	
Color Seal (After Cleaning)	Color Seal > 8" Tile	**$1.80 Sq Ft**	**$ 1.83**	
Kitchen Cleaning	Used anytime we clean a Kitchen. Does not include Sealer	**$1.15 Sq Ft**	**$ 1.17**	
Standard Tile	5 Step - PARR Process plus Sealer - Portable	**$1.10 Sq Ft**	**$ 1.12**	
Standard Tile	5 Step - PARR Process 2" or Less - Portable	**$2.05 Sq Ft**	**$ 2.09**	
Standard Tile	4 Step - PARR Process >2" - Portable	**$.55 Sq Ft**	**$ 0.56**	
Standard Tile	4 Step - PARR Process 2" or Less - Portable	**$1.50 Sq Ft**	**$ 1.53**	
Concrete Cleaning	Interior - Truck Mount Only	**$.35 Sq Ft**	**$ 0.36**	

Concrete Cleaning	Exterior - Truck Mount Only	**$.70 Sq Ft**	**$ 0.71**	
Set Up Charge	Anytime we have to use the truck to clean a customer	**$50 per Service**	**$ 50.90**	
Truck Movement Charge	Anytime we have to move the truck during a service	**$50 per Movement**	**$ 50.90**	
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service	**$50 per floor**	**$ 50.90**	
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour	**$200 per hour**	**$ 203.60**	
Spotting Price per Hour	Used if we are asked to spot only during a service	**$200 per hour**	**$ 203.60**	
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location	**$.75 per mile**	**$ 0.76**	
Minimum Stop Charge	Minimum amount we have to invoice to service the account	**$500 per Stop**	**$ 509.00**	
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour	**$80 per hour**	**$ 81.44**	
Restroom Cleaning - Sanis UltraClean	Touchless Restroom Cleaning that sanitizes and removes soils from all surfaces, floors & fixtures	**$ .20 Sq Ft**	**$ 0.20**	Base Charge - Weekly and Every Other Week $35.00; Monthly $55.00

ANY ITEM NOT INCLUDED ON THE PRICE SHEET MAY BE ADDED TO A CLIENT'S PROGRAM AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING. WHERE NO VOLUNTARY BOOK PRICING EXISTS, OUR LOCATIONS CAN TAKE 10% OFF LOCAL BOOK PRICING. ITEMS CAN BE ADDED LOCALLY. NO NEED TO REQUEST THROUGH THE REQUEST FORM PROCESS OR HAVE IT KEYED IN THE MLRA SYSTEM.

Supplier Item Number	Description	UOM	Quantity per UOM	Current Unit Ceiling Price	NEW Unit Ceiling Price
280020	LENS/SCREEN PADS 100/BX	EA	100	$8.63	**$8.78**
163050	BURN RELIEF PACKET/ 6 PK	BAG	6 packets	$3.95	**$4.02**
1030300	WOUNDSEAL POUR PACK (2)	EA	2	$11.25	**$11.45**
119260	ALLERGY RELIEF TABLET MED	BOX	2/1Dent	$8.48	**$8.63**
121220	ALEVE SMALL	BAG	5 packs	$3.13	**$3.18**
573772	DAYQUIL SEVERE SMALL	BAG	5 packets	$4.45	**$4.53**
79191	MUCINEX SMALL	BAG	3 packets	$7.45	**$7.58**
111929	IBUPROFEN TABS SMALL	BOX	20	$2.95	**$3.00**
112039	COLD RELIEF MAX/STR MED	BOX	40	$7.45	**$7.58**
12221	LIQUID BANDAGE SMALL	BAG	5	$6.60	**$6.72**
111989	IBUPROFEN TABS MEDIUM	BOX	50	$6.00	**$6.11**
111999	IBUPROFEN TABS LRG	BOX	125	$13.28	**$13.51**
150110	TWEEZERS, METAL IND/3PK	PAC	3	$3.48	**$3.54**
51030	HAND SANITIZER SMALL	BAG	10	$1.63	**$1.65**
130479	EYEWASH, 1/2OZ MEDIUM	BOX	5 bottles	$7.48	**$7.61**
122249	GLUCOSE, SMALL	PAC	2 packs	$8.28	**$8.42**
102435	LIPAID SMALL	BAG	10	$1.98	**$2.01**
102640	BIOFREEZE MUSCLE RLF SM	BAG	5 packets	$4.03	**$4.10**
119250	ANTI-DIARRHEAL CAPLETS SM	BOX	12	$5.63	**$5.73**
43729	X-LONG BANDAGE MEDIUM	BOX	25	$5.00	**$5.09**
164010	COOL&SOOTHE 6/BOX	BOX	6 packets	$9.23	**$9.39**
111529	PAIN AWAY X-STRENGTHSM	BAG	25	$2.30	**$2.34**
43658	WATERPROOF CLEAR STRIPS	BOX	30	$4.90	**$4.99**
44269	ELASTIC STRIP MEDIUM	BOX	50	$3.88	**$3.94**
111180	ASPIRIN ORG ST 50CT	BOX	25	$3.50	**$3.56**
130000	THERA TEARS, SMALL	PAC	**4** vials	$3.50	**$3.56**
100019	TRIPLE ANTIBIOTIC OINT MD	BOX	20	$4.15	**$4.22**
112029	COLD RELIEF MAX/STR SM	BAG	25	$4.20	**$4.28**

44429	LARGE PATCH 2"X3", MED	BOX	15	$3.65	**$3.72**

Course Item # (Falcon)	Course Material # (SAP)	Course Description	Class Duration	Duration Type	Expiration	Expiration Type	Certification	Class Size	Price	Price Per	NEW Price
650011	650011	CPR/FIRST AID/AED COURSE (HeartSaver First Aid with CPR & AED)	7	Hours	2	Years	AHA	9	$686.48	Per Class	$698.84
650013	650013	CPR/FIRST AID/AED/BBP COURSE	1	Days	2	Years	AHA	9	$808.52	Per Class	$823.07
65003	65003	BBP AWARENESS CLASS	1	Hours	1	Years	CLMI	0	$401.72	Per Class	$408.95
65004	65004	PEDIATRIC FIRST AID COURSE	3 1/2	Hours	2	Years	AHA	9	$503.42	Per Class	$512.48
65009	65009	FIRST AID COURSE	3.5	Hours	2	Years	AHA	9	$457.65	Per Class	$465.89
65013	65013	INFANT CHILD SUPPLEMENT (CPR/AED)	1	Hours	2	Years	AHA	9	$101.70	Per Class	$103.53
65016	65016	CPR/FIRST AID/AED (PER STUDENT	7	Hours	2	Years	AHA	min 8	$76.28	Per Person	$77.65
65017	65017	FIRST AID COURSE (PER STUDENT)	3 1/2	Hours	2	Years	AHA	min 8	$50.85	Per Person	$51.77
65018	65018	CPR/AED COURSE (PER STUDENT)	4	Hours	2	Years	AHA	min 8	$50.85	Per Person	$51.77
65019	65019	BLS HCP (PER STUDENT)	5	Hours	2	Years	AHA	min 8	$55.94	Per Person	$56.95
65021	65021	CPR/AED COURSE	4	Hours	2	Years	AHA	9	$595.00	Per Class	$605.71
65022	65022	BLS HEALTHCARE PROVIDER	8	Hours	2	Years	AHA	8	$533.93	Per Class	$543.54
65023	65023	OXYGEN AWARENESS CLASS	1	Hours	1	Years	COAST	25	$198.32	Per Class	$201.89
65024	65024	AHA HEART SAVER PEDIATRIC 3 HO	3	Hours	2	Years	AHA	9	$40.68	Per Person	$41.41

*CPR/First Aid uses the Heartsaver First Aid with CPR & AED student manuals but teach only the First Aid and CPR sections of the course.

**Course hours are based on adult only courses and will be longer if pediatric training is done.

***Open Enrollment classes are based on local schedules and availability.

****Additional charges apply for remote class locations and classes outside of normal business hours.

ONLINE CPR, FIRST AID & AED TRAINING											
650311	650311	HEARTSAVER FIRST AID, CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2 1/2	Hours	2	Years	AHA	1	$39.66	Per Person	$40.37
650143	650143	HEARTSAVER FIRST AID, CPR & AED SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	45	Minutes	2	Years	AHA	1	$41.70	Per Person	$42.45
650301	650301	HEARTSAVER FIRST AID ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2	Hours	2	Years	AHA	1	$27.46	Per Person	$27.95
650142	650142	HEARTSAVER FIRST AID SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	30	Minutes	2	Years	AHA	1	$35.60	Per Person	$36.24
650321	650321	HEARTSAVER CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	1 1/2	Hours	2	Years	AHA	1	$22.37	Per Person	$22.77
650141	650141	HEARTSAVER CPR SKILLS CHECK	20	Minutes	2	Years	AHA	1	$35.60	Per Person	$36.24
CLASSROOM SAFETY TRAINING											
65205	65205	CONFINED SPACE CLASS	2	Hours	1	Years	CLMI	10	$401.72	Per Class	$408.95
65206	65206	FALL PROTECTION CLASS	2	Hours	1	Years	CLMI	10	$401.72	Per Class	$408.95
65207	65207	AERIAL LIFT SAFETY CLASS	2	Hours	0	None	CLMI	10	$401.72	Per Class	$408.95
65208	65208	FORKLIFT CERTIFICATION CLASS	4	Hours	1	Years	CLMI	10	$401.72	Per Class	$408.95
65209	65209	FORKLIFT CERTIFICATION (PER PERSON)	4	Hours	1	Years	CLMI	MIN 5	$76.28	Per Person	$77.65

652091	652091	FORKLIFT SKILLS TEST (PER PERSON)	20	Minutes	3	Years	CLMI	MIN 5	$35.60	Per Person	$36.24
65211	65211	CRANE SAFETY CLASS	2	Hours	0	None	CLMI	10	$503.42	Per Class	$512.48
652111	652111	CRANE SAFETY TESTING	15	Minutes	0	None	CLMI	10	$25.43	Per Person	$25.89
65212	65212	SAFETY COMMITTEE CLASS	2	Hours	1	Years	CINTS	15	$401.72	Per Class	$408.95
65214	65214	BACK SAFETY CLASS	2	Hours	1	Years	CLMI	15	$401.72	Per Class	$408.95
65216	65216	ERGONOMICS CLASS	2	Hours	1	Years	CLMI	15	$401.72	Per Class	$408.95
65218	65218	EMERGENCY PREPAREDNESS CLASS	2	Hours	1	Years	CLMI	15	$401.72	Per Class	$408.95
65220	65220	EYE PROTECTION CLASS	2	Hours	1	Years	CLMI	15	$401.72	Per Class	$408.95
65221	65221	SLIPS TRIPS & FALLS CLASS	2	Hours	1	Years	CLMI	15	$401.72	Per Class	$408.95
65222	65222	FIRE SAFETY CLASS	2	Hours	1	Years	CINTS	25	$401.72	Per Class	$408.95
65226	65226	HAZARD COMMUNICATION CLASS	2	Hours	1	Years	CLMI	15	$401.72	Per Class	$408.95
65230	65230	HEARING SAFETY CLASS	2	Hours	1	Years	CLMI	15	$401.72	Per Class	$408.95
65231	65231	HEAT INJURY PREVENTION CLASS	1	Hour	1	Years	CLMI	25	$401.72	Per Class	$408.95
65232	65232	HOUSEKEEPING CLASS	2	Hours	1	Years	CLMI	15	$401.72	Per Class	$408.95
65234	65234	LOCKOUT TAGOUT CLASS	2	Hours	1	Years	CLMI	10	$401.72	Per Class	$408.95
65236	65236	MACHINE GUARDING CLASS	2	Hours	1	Years	CLMI	10	$401.72	Per Class	$408.95
65240	65240	PPE CLASS	2	Hours	1	Years	CLMI	10	$401.72	Per Class	$408.95
65252	65252	RESPIRATORY SAFETY CLASS	2	Hours	1	Years	CLMI	15	$401.72	Per Class	$408.95
65254	65254	SAFETY PROGRAM MGMT CLASS	2	Hours	1	Years	CLMI	15	$401.72	Per Class	$408.95
65260	65260	GENERAL SAFETY TOPICS CLASS	2	Hours	1	Years	CINTS	0	$355.95	Per Class	$362.36
65290	65290	WRITTEN COMPLIANCE PROGRAM	4	Hours	1	Years	CINTS	0	$401.72	Per Class	$408.95
65400	65400	OSHA 10 HOUR GENERAL INDUSTRY	2	Days	3	Years	OSHA	0	$300.02	Per Person	$305.42
65402	65402	OSHA 30 HOUR GENERAL INDUSTRY	4	Days	3	Years	OSHA	0	$788.18	Per Person	$802.37
65404	65404	OSHA 10 HOUR CONSTRUCTION CLAS	2	Days	3	Years	OSHA	0	$300.02	Per Person	$305.42
65406	65406	OSHA 30 HOUR CONSTRUCTION CLAS	4	Days	3	Years	OSHA	0	$788.18	Per Person	$802.37
65500	65500	RESPIRATOR FIT TESTING	20	Minutes	1	Years	CINTS	0	$35.60	Per Person	$36.24
65501	65501	RESPIRATORY SAFETY CLASS WITH FIT TEST	4	Hours	1	Years	CINTS	12	$483.08	Per Class	$491.78
65502	65502	SAFETY AUDIT	2	Hours	1	Years	CINTS	0	$401.72	Per Class	$408.95
65503	65503	EMERGENCY RESPONSE TRAINING CL	4	Hours	1	Years	CINTS	0	$401.72	Per Class	$408.95
65504	65504	WRITTEN SAFETY & HEALTH PROGRAM	1	Days	1	Years	CINTS	1	$401.72	Per Person	$408.95
65905	65905	CLASS CANCELLATION FEE	0	None	0	None	CINTS				
65906	65906	INSTRUCTOR TRAVEL FEE	0	None	0	None	CINTS		$50.85	Per Class	$51.77
65908	65908	AFTER HOURS FEE	0	None	0	None	CINTS		$101.70	Per Class	$103.53

SAP Material Number	Item Description	OMNIA Contract Ceiling Price	NEW Ceiling Price
DEDCFC2310EN	ReviveR VIEW AED Package (includes AED, standard battery, 1 set pad package, user manual, quick-use card)	$1,695.00	$1,725.51
AED_LEASE	ReviveR AED Service Agreement (36-month agreement includes includes ReviveR AED Package, Alarmed Wall Cabinet, 3-yr Medical Direction) Raplacement of Battery and Pads, Software upgrades, AED Training with purchase of FA/CPR class, renewal at $59/month).	$79/month	$80.42
AED_LEASE_VIEW	ReviveR VIEW AED Service Agreement (36-month agreement includes includes VIEW AED Package, Alarmed Wall Cabinet, 3-yr Medical Direction) Raplacement of Battery and Pads, Software upgrades, AED Training with purchase of FA/CPR class, renewal at $59/month).	$99/month	$100.78
dedcfc200	Battery Pack, 6-yr battery,VIEW AED	$182.02	$185.30
DEDDP2001	**Adult** Defibrillation Pads,VIEW AED	$59.98	$61.06
DEDDC2001	Standard data card, VIEW AED	$80.32	$81.77
21780	Soft Carry Case,VIEW	$35.57	$36.22
576394	Quick Use Card, VIEW AED	$8.12	$8.26
8311534	User's Manual,VIEW AED, Eng	$8.12	$8.26
576395	Adapter, Physio Quick-Combo Pad,VIEW AED	$100.68	$102.50
8312823	Adapter, Zoll M-Series Pad,VIEW AED	$100.68	$102.50
DEDDP2002	**Pediatric** Defib Pads,VIEW AED	$100.66	$102.47
21820	Grab N Run Kit,VIEW,empty	$163.72	$166.66
21790	Grab N Run Kit,VIEW,with trauma fill	$245.08	$249.49
21900	Hard Shell Carry Case,VIEW AED	$195.24	$198.76
SAP Material Number	**Additional items**	**ceiling price**	
4002Z	ZOLL AED PLUS-SEMI-AUTO.	$1,695.00	$1,725.51
4001Z	ZOLL AED PLUS-AUTO.	$1,695.00	$1,725.51

PORT and LIGHT PRICE							
Item	**Description**	**Comment**	**Qty**	**OMNIA Current California Price**	**Omnia California NEW Pricing**	**Omnia Current Pricing**	**Omnia NEW Pricing**
Services:							
SC	Service Charge per stop	Per stop.	ea	$55.00	$55.99	$45.00	$45.81
IN	Portable Extinguisher Annual Maintenance Inspection Hand Portable Stored Pressure and CO2 Fire Extinguishers - up to 20#	Per unit.	ea	$10.00	$10.18	$5.25	$5.34
Unit Test, Recharge and Repair Parts:							
NSDC2.5	2.5# Stored pressure Dry Chemical - Six Year Test	Includes O-Ring, V-Stem, Service Collar and Six Year Internal Maintenance labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea	$30.00	$30.54	$30.00	$30.54
NSDC5	5# Stored pressure Dry Chemical - Six Year Test		ea	$40.00	$40.72	$31.00	$31.56
NSDC10	10# Stored pressure Dry Chemical - Six Year Test		ea	$33.00	$33.59	$43.00	$43.77
NSDC20	20# Stored pressure Dry Chemical - Six Year Test		ea	$70.00	$71.26	$68.00	$69.22
NHDC2.5	2.5# Stored pressure Dry Chemical - Hydrostatic Test	Includes O-Ring, V-Stem, Service Collar and Hydrostatic Test labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea	$30.00	$30.54	$28.00	$28.50
NHDC5	5# Stored pressure Dry Chemical - Hydrostatic Test		ea	$40.00	$40.72	$33.00	$33.59
NHDC10	10# Stored pressure Dry Chemical - Hydrostatic Test		ea	$33.00	$33.59	$35.00	$35.63
NHDC20	20# Stored pressure Dry Chemical - Hydrostatic Test		ea	$60.00	$61.08	$37.00	$37.67
NRDC2.5	2.5# Stored pressure Dry Chemical - Recharge	Includes Recharge Labor, Agent and Service Collar; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea	$30.00	$30.54	$28.00	$28.50
NRDC5	5# Stored pressure Dry Chemical - Recharge		ea	$40.00	$40.72	$33.00	$33.59
NRDC10	10# Stored pressure Dry Chemical - Recharge		ea	$33.00	$33.59	$35.00	$35.63

NRDC20	20# Stored pressure Dry Chemical - Recharge		ea	$60.00	$61.08	$37.00	$37.67
EEPIN	Pull Pin	Per unit.	ea	$3.25	$3.31	$2.75	$2.80
New Extinguishers:							
5# ABC Ext	5# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	$65.00	$66.17	$59.00	$60.06
10# ABC Ext	10# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	$88.00	$89.58	$83.00	$84.49
2.5# ABC Ext	2 1/2# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	$42.00	$42.76	$42.00	$42.76
20# ABC Ext	20# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	$195.00	$198.51	$195.00	$198.51
Emergency Light Parts and Services:							
INPTT	E-Light Push Test Button - 30 Seconds	Per unit.	ea	$10.00	$10.18	$4.35	$4.43
INEL	Emergency Exit Light Inspection (Load Test)	Per unit.	ea	$18.00	$18.32	$12.00	$12.22
EXB64	E-Light Battery, 6V, 4A	Per unit.	ea	$29.00	$29.52	$29.00	$29.52
EXB67	E-Light Battery, 6V, 7A	Per unit.	ea	$37.50	$38.18	$37.50	$38.18
EXB610	E-Light Battery, 6V, 10A	Per unit.	ea	$39.00	$39.70	$39.00	$39.70
EXB612	E-Light Battery, 6V, 12A	Per unit.	ea	$45.00	$45.81	$45.00	$45.81
EXL15T6	E-Light Bulb, 145V, 15W	Per unit.	ea	$9.00	$9.16	$8.00	$8.14
EXL20	E-Light Bulb, 120V, 20W	Per unit.	ea	$9.00	$9.16	$8.00	$8.14

LABOR

ITEM	Unit	Omnia California Price	NEW Omnia California Price	Omnia Pricing	NEW Omnia Pricing				
Labor - Regular	ea	$150.00	$152.70	$105.00	$106.89				
Labor - Overtime	ea	$200.00	$203.60	$157.50	$160.34				
Labor - Weekend/Holiday	ea	$300.00	$305.40	$210.00	$213.78				
Emergency Service Call	ea	$350.00	$356.30	$275.00	$279.95				

PRE-ENGINEERED

Item	Description	Comment	Qty	Omnia California Price	NEW Omnia California Price	Omnia Pricing	NEW Omnia Pricing		

Inspection & Parts									
INKS	Kitchen System Inspection - single or first tank	Per system.	ea	$125.00	$127.25	$105.00	$106.89		
INKST	Kitchen System Inspection - remote or additional tank	Per additior	ea	$95.00	$96.71	$85.00	$86.53		
EELINK	Fusable Link	Per unit.	ea	$15.00	$15.27	$9.80	$9.98		

SPRINKLER

Item	Description	Comment	Qty	Omnia California Price	NEW Omnia California Price	Omnia Price	NEW Omnia Price
Inspection & Parts							
INSPW	Annual Sprinkler Inspection Wet - I	Per riser.	ea	$295.00	$300.31	$265.00	$269.77
INSPR	Annual Sprinkler Inspection Wet - A	Per riser.	ea	$150.00	$152.70	$105.00	$106.89
INSPBFIRE	Fire line backflow test per valve	Per unit.	ea	$175.00	$178.15	$185.00	$188.33
INSPD	Sprinkler Inspection (Dry)	Per riser.	ea	$325.00	$330.85	$275.00	$279.95
INSPBFDO	Inspection Back Flow - Domestic or	Per unit.	ea	$135.00	$137.43	$110.00	$111.98

ALARM

Item	Description	Comment	Qty	Omnia California Price	NEW Omnia California Price	Omnia Pricing	NEW Omnia Pricing		
Inspection & Parts									
INFA	Annual Fire Alarm System Inspection	Per panel.	ea	$300.00	$305.40	$235.00	$239.23		
INFAID	Devices Per Device (somke det. bell, horn, strobe, pull station)	Per device.	ea	$10.00	$10.18	$8.50	$8.65		
INFADD	Duct Detectors	Per unit.	ea	$35.00	$35.63	$28.50	$29.01		

FACILITIES SOLUTIONS AGREEMENT

Location No.___149_____
Contract No._____
Customer No._____
Main Corporate Code → **New CC 13218**

Date____20 May 2020___

Customer/Participating Agency _____City of Cocoa_____ Phone___321-433-8800_____

Address_____65 Stone Street_____ City____Cocoa_____ State__FL__ Zip_32922_

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
259, 275, 299, 66275	Performance Polo	0.20
935, 205, 271	Cintas Work Shirt "Comfort Shirt" (SS/LS)	0.16
392	Carhartt FR Featherweight Shirt (LS)	0.45
384	Carhartt Tradesmen Shirt	0.25
59935	Cintas Work Shirt "Comfort Shirt" (SS/LS) Enhanced Visibility	0.35
396	Carhartt Rugged Flex Shirt	0.40
270	Cargo Pant	0.28
370	Cargo Short	0.26
344	Carhartt FR Cargo Pant	0.45
73478	Carhartt Featherweight FR Pant	0.49
391	Carhartt FR Coveralls	1.16
910	Cotton Coveralls	0.52
527	Denim Apron	0.35
9632	FR Lab Coat	0.88
378	Carhartt Tradesman Jacket	1.50
74634	Carhartt FR Full Swing QD Jacket	1.50
59970	Enhanced Visibility Jacket	0.85
	Uniform Advantage / Premium Uniform Advantage (FR garments) – per garment, never pay damaged fees	0.04 / 0.10
	Garment Prep Advantage – per garment, never pay make-up	0.03
	Emblem Advantage – shirts/jackets, never pay for emblems	0.02

- This agreement is effective as of this date from __August 1, 2020__ to __July 31, 2025__, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem $__1.00_____ea ● Company Emblem $__1.25_____ea
- Customer Emblem $__1.65_____ea ● Embroidery $__5.95_____ea
- COD Terms $__n/a_____per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item_____ % of Inventory_____ $_____Ea.
- Automatic Lost Replacement Charge: Item_____ % of Inventory_____ $_____Ea.
- Minimum Charge $___35._____per delivery.
- Make-Up charge $___1.00_____per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $___0.05_____per garment.
- Seasonal Sleeve Change $___n/a_____per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat $___125_____

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of $_____10.00_____ per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____**Covers all City of Cocoa locations_____Rates fixed for initial term_____No initial garment setup fees**_____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	844XX	4x6 Floor Mat	Wkly	1	3.19
	843XX	3x5 Floor Mat	Wkly	1	2.58
	840XX	3x10 Floor Mat	Wkly	1	3.80
		20" Microfiber Wet Mop	Wkly	1	1.22
		36" Dry Mop	Wkly	1	1.02
		48" Dry Mop	Wkly	1	1.42

		Wet Mop	Wkly	1	1.22
		Fender Cover	Wkly	1	0.65
		Shop Towel	Wkly	1	0.10

*Indicated bundled items/services

__/__ ☐ ____ Initial and check box if Unilease. All Garments will be cleaned by customer
Date

__/__ ☐ ____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.

__/__ ☐ ____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

CUSTOMER:

Cintas Loc. No: ____149 - Daytona_____ Please Sign Name_____

By: _Christopher Dunne_____ Please Print Name _____

Title: ___Government Major Account Manager____ Please Print Title_____

Accepted-GM: _____ Email_____

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at https://www.omniapartners.com/publicsector

Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars ($35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Service Guarantee:** Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time (30 days or less), Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
8. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.

9. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. **Force Majeure**. Neither Cintas nor Customer will be responsible for any failure or delay in the performance of any obligation required of such party hereunder to the extent caused by acts of God, quarantine restrictions, pandemic, terrorism, weather events, flood, fire, labor disputes, acts or omissions of the other party, or reasonably unforeseeable non-delivery or delays in delivery by any other supplier of goods and services applicable to this Agreement, or other events outside the reasonable control of such party.
14. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
15. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer, will pay to Company, as termination charges and not as a penalty based upon the following schedule:

    If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

    If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

    If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

    If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

    Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Flame Resistant Clothing & Hi-Visibility Clothing Rider

Customer bears full responsibility for selecting the flame-resistance clothing and fabrics ("FRC") under this agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO RESPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

For high visibility garments: Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses: (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required

level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSIIISEA standards to the extent the garments are so labeled.

VOLUNTARY NATIONAL ACCOUNT PRICING RATE STRUCTURE

ITEM	Item Description	Voluntary National Account / Local Book Rate Schedule	Government Weekly Rental Rate	Percent Discount	LR Rate
271	WOMENS SHIRT POCKETS	$0.36	$0.23	-36%	$ 19.50
278	CARHARTT T-SHIRT	$0.44	$0.38	-14%	$ 19.00
297	Carhartt FR Tshirt	$0.60	$0.64	-20%	$ 85.00
347	CARHARTT FR SHIRT	$0.63	$0.38	-40%	$ 65.00
360	SUSAN CARGO SHORT	$0.53	$0.33	-37%	$ 22.00
365	CATHY CARGO SHORT	$0.53	$0.33	-37%	$ 22.00
366	CARHARTT JEAN STRETCH DENIM	$0.66	$0.59	-10%	$ 49.00
367	CARHARTT FR FTHWT CO	$1.33	$1.16	-13%	$ 185.00
368	SUSAN CARGO PANT	$0.56	$0.35	-37%	$ 28.50
369	CATHY CARGO PANT	$0.56	$0.35	-37%	$ 28.50
393	JEAN CARHARTT WOMENS	$0.66	$0.59	-10%	$ 49.00
396	CARHARTT WORK SHIRT	$0.66	$0.59	-10%	$ 54.00
910	COTTON COVERALL	$0.95	$0.52	-45%	$ 42.00
926	LAPEL COAT	$0.74	$0.40	-46%	$ 34.50
9832	FR LAB COAT	$1.00	$0.90	-10%	$ 75.00
59294	FR SHIRT/CRHRT ANSI 3	$1.33	$1.10	-17%	$ 95.00
59312	ENHANCE-VIS COVERALL	$1.41	$1.07	-24%	$ 69.50
59335	VIS COMFORT SHIRT	$0.68	$0.43	-37%	$ 34.00
59345	VIS COMFORT PANT	$0.59	$0.50	-16%	$ 29.50
59370	ENHANC-VIS PERMA LINED JACKET	$1.21	$0.86	-29%	$ 52.00
60081	CARHARTT FR BASE LAYER	$1.39	$1.08	-22%	$ 44.00
65418	LIME YELLOW CLASS 3 WORK SHIRT LS	$1.31	$0.80	-39%	$ 59.00
65418	LIME YELLOW CLASS 3 WORK SHIRT SS	$1.15	$0.77	-33%	$ 59.00
66528	WOMENS OXFORD	$0.54	$0.30	-45%	$ 21.50
69526	LIME YELLOW SS CLASS 2 T-SHIRT	$0.66	$0.57	-34%	$ 40.50
69690	LIME YELLOW T-SHIRT - NON-COMPLIANT	$0.37	$0.19	-49%	$ 15.50
74533	CARHARTT PANT STRETCH RIPSTOP	$0.70	$0.63	-10%	$ 59.00
75293	POLY PERFORMANCE TEE	$0.40	$0.34	-15%	$ 18.00
80308	FR BOMBER JACKET	$1.85	$1.17	-37%	$ 185.00
80309	FR VEST LINER	$1.10	$0.63	-43%	$ 110.00

Product Category	Item Number	Item Description	Voluntary National Account / Local Bank Rate Schedule	Government Weekly Rental Rate	Percent Discount	LR Rate
Blue 20, Gray 35, Red 15, Black 35, Brown 50	843XX	3X5 MAT	$3.89	$2.87	-25%	$ 40.50
Blue 20, Gray 35, Red 15, Black 35, Brown 50	844XX	4X6 MAT	$4.98	$3.54	-29%	$ 63.00
Blue 20, Gray 35, Red 15, Black 35, Brown 50	840XX	3X10 MAT	$5.13	$4.22	-31%	$ 81.00
Granite	10197	4x6 Traffic Mat	$5.20	$7.20	-13%	$ 99.00
Granite	10198	3x10 Traffic Mat	$9.20	$8.10	-12%	$ 135.00
Copper	10193	3x5 Xtraction mat	$6.44	$5.80	-10%	$ 91.00
Onyx	10199	3x5 Xtraction mat	$6.44	$5.80	-10%	$ 91.00
Indigo	10223	3x5 Xtraction mat	$6.44	$5.80	-10%	$ 91.00
Copper	10190	4x6 Xtraction mat	$7.36	$6.62	-10%	$ 117.00
Onyx	10192	4x6 Xtraction mat	$7.36	$6.62	-10%	$ 117.00
Indigo	10224	4x6 Xtraction mat	$7.36	$6.62	-10%	$ 117.00
Copper	10201	3x10 Xtraction mat	$8.28	$7.45	-10%	$ 153.00
Onyx	10202	3x10 Xtraction mat	$8.28	$7.45	-10%	$ 153.00
Indigo	10225	3x10 Xtraction mat	$8.28	$7.45	-10%	$ 153.00
Specialty Mats	2477	3X5 SCRAPER MAT	$3.16	$2.43	-23%	$ 40.50
	10194	3X5 ACTIVE SCRAPER	$3.94	$3.15	-20%	$ 90.00
	1810	3X5 DURALITE MAT	$3.07	$2.63	-14%	$ 72.00
Photo Mats	5487	3x5 Photo Mat (requires buyback)	$7.01	$6.30	-10%	$ 112.50
	5488	4x6 Photo Mat (requires buyback)	$8.28	$7.20	-13%	$ 162.00
	5489	3x10 Photo Mat (requires buyback)	$9.20	$8.10	-12%	$ 202.50
Mops	2570	24" DUST MOP	$1.27	$0.84	-34%	$ 7.20
	1845	24" MOP FRAME	NA	NA	NA	$ 3.00
	2590	36" DUST MOP	$1.65	$1.13	-32%	$ 9.00
	1847	36" MOP FRAME	NA	NA	NA	$ 3.00
	2604	48" DUST MOP	$1.96	$1.38	-30%	$ 10.80
	1848	48" MOP FRAME	NA	NA	NA	$ 3.00
	2630	LARGE WET MOP	$1.78	$1.35	-23%	$ 10.80
	8523	Fiberglass WET MOP HANDLE	NA	NA	NA	$ 9.00
Microfiber	7103	MICROFIB MOP FRAME (healthcare customers o	NA	NA	NA	$ 13.50
	7432	12"x12" MICROFIBER WIPER (BLUE)	$0.23	$0.16	-30%	$ 2.16
	7433	12"x12" MICROFIBER WIPER (Orange)	$0.23	$0.16	-30%	$ 2.16
	7717	15" x 15" MICROFIBER WIPER (WHITE)	$0.23	$0.16	-30%	$ 1.17
	8020	MICROFIBER TUBE MOP	$2.79	$2.25	-19%	
Soaps	9326	ANTIBACTERIAL FOAM SOAP SERVICE - 800 ml	$3.37	$2.22	-34%	$ 22.50
	9327	ANTIBACTERIAL FOAM SOAP REFILL - 800 ml	NA	NA	NA	
	9312	MOISTURIZING SOAP SERVICE - 1000 ml	$2.54	$1.78	-30%	$ 22.50
	9330	BACTERIAL GEL SOAP REFILL (FOOD SVC) - 1(	NA	NA	NA	
	9322	INSTANT HAND SANITIZER SERVICE - 1000 ml	$3.25	$2.75	-15%	$ 22.50
	9323	INSTANT HAND SANITIZER REFILL - 1000 ml	NA	NA	NA	
	9980	SOAP DISPENSER - WHITE	NA	NA	NA	$ 22.50
	9982	AUTO SOAP DISPENSER - WHITE	NA	NA	NA	$ 22.50
Shop Towel	2161	SM SHOP TWL-WHT	$0.16	$0.13	-19%	$ 0.41
	2160	SM SHOP TWL-RED	$0.13	$0.11	-15%	$ 0.41
	2169	SM SHOP TWL-BLUE	$0.13	$0.11	-15%	$ 0.41

Paper	7699	C PULL TOWEL CASE (Qty 6)	$65.71	$42.30	-36%	
	7702	JRT TOILET PAPER CASE (Qty 12)	$78.86	$46.60	-41%	
Linen	2864	BIB APRON - WHITE	$0.39	$0.32	-18%	$ 3.96
	2873	BIB APRON - BLACK	$0.39	$0.32	-18%	$ 3.96
	2861	BIB APRON - RED	$0.39	$0.32	-18%	$ 3.96
	2700	TERRY TOWEL	$0.19	$0.13	-32%	$ 1.17
	2864	STRIPE SWIPE TOWEL	$0.22	$0.17	-23%	$ 1.17
	2750	RIBBED TERRY TOWEL	$0.22	$0.13	-41%	$ 1.17
	2702	BLUE TERRY TOWEL	$0.22	$0.13	-41%	$ 1.17
	2521	STRIPE GLASS TOWEL	$0.29	$0.17	-39%	$ 1.17
	2701	82 TERRY TOWEL	$0.19	$0.13	-32%	$ 1.17
	3035	GRILL PAD	$0.19	$0.11	-42%	$ 1.76
Air Freshen	6116	MM AIR FRESHENER SVC	$3.85	$2.88	-25%	$ 22.50
	6123	MM AIR FRESHENER RFL	NA	NA	NA	
Cleaning Chemicals	7600	2 or 3 BUTTON DISPENSER INSTALL FEE* (ONE TIME CHARGE)	$50.00	$45.00	-10%	
	7619	FOAMER DISPENSER INSTALL FEE (ONE TIME CHARGE)	$25.00	$22.50	-10%	
	7500	NING CHEMICAL DISPENSER MAINTENANCE	$4.00	$2.70	-33%	$ 333.00
	7550	ART SINK CHEMICAL DISPENSER MAINTENAN	$4.00	$2.70	-33%	
	2294	MING CHEMICAL DISPENSER MAINTENANCE I	$4.00	$2.70	-33%	
	2271	FC1 - HEAVY DUTY FLOOR CLEANER	$1.45	$1.26	-13%	
	2274	FC2 - BIO-BASED FLOOR CLEANER	$1.75	$1.53	-13%	
	2282	C3 - INDUSTRIAL FLOOR CLEANER/DEGREASE	$2.80	$2.52	-10%	
	2272	FC4 - NEUTRAL FLOOR CLEANER	$1.00	$0.72	-28%	
	2295	VY DTY RESTRM CLNR / DISINFECT - MOP BU	$1.60	$1.40	-13%	
	2275	GL1 - GLASS & MULTI-SURFACE CLEANER	$2.10	$1.80	-14%	
	2276	- HVY DTY RESTRM CLNR / DISINFECT - BOTT	$3.15	$2.75	-13%	
	2277	- ODOR COUNTERACTANT / FABRIC FRESHE	$6.22	$5.40	-13%	
	7544	FC1 - HEAVY DUTY CLEANER - BOTTLE	$1.45	$1.26	-13%	
	2281	VY DTY FOAMING DEGREASER - BOTTLE / FC	$1.50	$1.35	-10%	
	2278	SK1 - POT & PAN DETERGENT	$1.40	$1.08	-23%	
	2279	K2 - THREE COMPARTMENT SINK SANITIZER	$1.40	$1.08	-23%	
	7670	TRIGGER SPRAYER		$ -	NA	$ 4.50
	7574	TRIGGER SPRAYER LABELS	NA	NA	NA	$ 1.80
	7716	QUAT STRIPS	NA	NA	NA	$ 6.26
		*** Required for all Chemical Customers**				

	Item Number	Item Description	Voluntary National Account / Local Book Rate Schedule	Government Weekly Rental Rate	Percent Discount	LR Rate
	27071	SIG DUALTP DSP ALU				$ 31.50
	27081	SIG DUALTP DSP STEEL	$0.50	$0.45	-10%	$ 67.50
	27073	SIG DUALTP CVR RED				$ 19.00
	27074	SIG DUALTP CVR WHITE				$ 19.00
	27075	SIG DUALTP CVR STSRY				$ 19.00
	27076	SIG DUALTP CVR BLACK				$ 19.00
	27077	SIG DUALTP CVR BLUE				$ 19.00
	27078	SIG DUALTP CVR SND				$ 19.00
	27079	SIG DUALTP CVR LIME				$ 19.00
	27080	SIG DUALTP CVR ORANG				$ 19.00
	27083	SIG DUALTP RFL PAPER	$22.45	$16.20	-28%	Bill by Case

27000	SIG ZFOLD DSP ALU				$ 22.50
27010	SIG ZFOLD DSP STEEL	$0.50	$0.45	-10%	$103.50
27002	SIG ZFOLD CVR RED				$ 18.00
27003	SIG ZFOLD CVR WHITE				$ 18.00
27004	SIG ZFOLD CVR STGRY				$ 18.00
27005	SIG ZFOLD CVR BLACK				$ 18.00
27006	SIG ZFOLD CVR BLUE				$ 18.00
27007	SIG ZFOLD CVR SND				$ 18.00
27008	SIG ZFOLD CVR LIME				$ 18.00
27009	SIG ZFOLD CVR ORANGE				$ 18.00
27012	SIG ZFOLD RFL PAPER	$38.33	$28.80	-25%	Bill by Case
20005	SIG AUTOPAPR RED ALU	$0.50	$0.45	-10%	$157.50
20006	SIG AUTOPAPR WHT ALU	$0.50	$0.45	-10%	$157.50
20007	SIG AUTOPAPR GRY ALU	$0.50	$0.45	-10%	$157.50
20008	SIG AUTOPAPR BLK ALU	$0.50	$0.45	-10%	$157.50
20009	SIG AUTOPAPR BLU ALU	$0.50	$0.45	-10%	$157.50
20010	SIG AUTOPAPR SND ALU	$0.50	$0.45	-10%	$157.50
20011	SIG AUTOPAPR LME ALU	$0.50	$0.45	-10%	$157.50
20012	SIG AUTOPAPR ORG ALU	$0.50	$0.45	-10%	$157.50
20023	SIG PREMIUM HW TOWEL	$12.05	$8.91	-26%	Bill by the Roll
27097	SIG TRASHCAN DSP ALU	$1.50	$0.90	-40%	$112.50
27107	SIG TRASHCAN DSP STL	$2.50	$1.80	-28%	$270.00
27099	SIG TRASHCAN CVR RED				$ 67.50
27100	SIG TRASHCAN CVR WHT				$ 67.50
27101	SIG TRASHCAN CVR GRY				$ 67.50
27102	SIG TRASHCAN CVR BLK				$ 67.50
27103	SIG TRASHCAN CVR BLU				$ 67.50
27104	SIG TRASHCAN CVR SND				$ 67.50
27105	SIG TRASHCAN CVR LME				$ 67.50
27106	SIG TRASHCAN CVR ORG				$ 67.50
27109	SIG TRASHCAN RFL BAG	$20.26	$15.30	-24%	Bill by Case
27013	SIG AIR DSP ALU				$ 18.00
27025	SIG AIR DSP STEEL	$0.50	$0.45	-10%	$ 54.00
27015	SIG AIR CVR RED				$ 18.00
27016	SIG AIR CVR WHITE				$ 18.00
27017	SIG AIR CVR STGRY				$ 18.00
27018	SIG AIR CVR BLACK				$ 18.00
27019	SIG AIR CVR BLUE				$ 18.00
27020	SIG AIR CVR SND				$ 18.00
27023	SIG AIR CVR LIME				$ 18.00
27024	SIG AIR CVR ORANGE				$ 18.00
27026	SIG AIR SVC	$4.25	$3.42	-20%	
27027	SIG AIR RFL CLEAN				
27028	SIG AIR RFL MANGO				
27029	SIG AIR RFL CITRUS				
27030	SIG AIRADV DSP ALU	$0.50	$0.45	-10%	$ 36.00
27040	SIG AIRADV DSP STEEL	$1.00	$0.90	-10%	$ 72.00
27032	SIG AIRADV CVR RED				$ 18.00
27033	SIG AIRADV CVR WHITE				$ 18.00
27034	SIG ARADV CVR STGRY				$ 18.00
27035	SIG ARADV CVR BLACK				$ 18.00
27036	SIG ARADV CVR BLUE				$ 18.00
27037	SIG ARADV CVR SND				$ 18.00
27038	SIG ARADV CVR LIME				$ 18.00
27039	SIG ARADV CVR ORANG				$ 18.00

27026	SIG AIR SVC	$4.25	$3.42	-20%	
27027	SIG AIR RFL CLEAN				
27028	SIG AIR RFL MANGO				
27029	SIG AIR RFL CITRUS				
27045	SIG AUTOSOAP DSP ALU	$0.50	$0.45	-10%	$ 76.50
27055	SIG AUTOSOAP DSP STL	$1.00	$0.90	-10%	$117.00
27047	SIG AUTOSOAP CVR RED				$ 18.00
27048	SIG AUTOSOAP CVR WHT				$ 18.00
27049	SIG AUTOSOAP CVR GRY				$ 18.00
27050	SIG AUTOSOAP CVR BLK				$ 18.00
27051	SIG AUTOSOAP CVR BLU				$ 18.00
27052	SIG AUTOSOAP CVR SND				$ 18.00
27053	SIG AUTOSOAP CVR LME				$ 18.00
27054	SIG AUTOSOAP CVR ORG				$ 18.00
27069	SIG SOAP SVC	$2.50	$1.98	-21%	Replace
27070	SIG SOAP RFL FOAM				
8071	SIG SANT ALC FM RFL				
8072	SIG SANT SVC	$3.10	$2.79	-10%	
9560	SIG AB SOAP SVC	$3.07	$2.52	-18%	
9561	SIG AB SOAP RFL				
9559	SIG HND SANTZR STAND	$2.25	$2.03	-10%	$225.00
27058	SIG SOAP DSP ALU				$ 27.00
27068	SIG SOAP DSP STEEL	$0.50	$0.45	-10%	$ 76.50
27060	SIG SOAP CVR RED				$ 18.00
27061	SIG SOAP CVR WHITE				$ 18.00
27062	SIG SOAP CVR STGRY				$ 18.00
27063	SIG SOAP CVR BLACK				$ 18.00
27064	SIG SOAP CVR BLUE				$ 18.00
27065	SIG SOAP CVR SND				$ 18.00
27066	SIG SOAP CVR LIME				$ 18.00
27067	SIG SOAP CVR ORANGE				$ 18.00
27069	SIG SOAP SVC	$2.50	$1.98	-21%	Replace
27070	SIG SOAP RFL FOAM				
8071	SIG SANT ALC FM RFL				
8072	SIG SANT SVC	$3.10	$2.79	-10%	
9560	SIG AB SOAP SVC	$3.07	$2.52	-18%	
9561	SIG AB SOAP RFL				
27084	SIG CLNSEAT DSP ALU				$ 27.00
27094	SIG CLNSEAT DSP STL	$0.50	$0.45	-10%	$ 67.50
27086	SIG CLNSEAT CVR RED				$ 18.00
27087	SIG CLNSEAT CVR WHT				$ 18.00
27088	SIG CLNSEAT CVR GRY				$ 18.00
27089	SIG CLNSEAT CVR BLK				$ 18.00
27090	SIG CLNSEAT CVR BLU				$ 18.00
27091	SIG CLNSEAT CVR SND				$ 18.00
27092	SIG CLNSEAT CVR LME				$ 18.00
27093	SIG CLNSEAT CVR ORG				$ 18.00
27095	SIG CLNSEAT SVC	$3.20	$2.66	-17%	Replace
27096	SIG CLNSEAT RFL				
27110	SIG AUTODRIP DSP ALU				$ 31.50
27120	SIG AUTODRIP DSP STL	$0.50	$0.45	-10%	$ 67.50
27112	SIG AUTODRIP CVR RED				$ 18.00
27113	SIG AUTODRIP CVR WHT				$ 18.00
27114	SIG AUTODRIP CVR GRY				$ 18.00
27115	SIG AUTODRIP CVR BLK				$ 18.00
27116	SIG AUTODRIP CVR BLU				$ 18.00
27117	SIG AUTODRIP CVR SND				$ 18.00
27118	SIG AUTODRIP CVR LME				$ 18.00
27119	SIG AUTODRIP CVR ORG				$ 18.00
27121	SIG AUTODRIP SVC	$3.72	$3.15	-15%	$ 31.50

CITY OF COCOA
CINTAS UNIFORM FIELDING PLAN
Contract No. CoC-21-PBG-CINTAS-001-00

Purpose: To establish a fielding plan for the purpose of setting forth a schedule of events during the fitting and sizing of new uniforms to be issued to City Employees under Contract No. CoC-21-PGB-CINTAS-001-00.

Schedule and guidelines: CINTAS will conduct fitting and sizing at each Department location coordinated through Purchasing to ensure dates and times are coherent with the availability of Department personnel. Due to COVID constraints, all personnel conducting sizing or personnel being fitted must wear face coverings during this process. CINTAS must provide a clothing disinfectant plan for the clothing used during sizing to Purchasing prior to arrival at the perspective Department locations.

Departments will provide a listing of personnel by last name, first initial to Purchasing in the following format the week prior to scheduled fitting and sizing:

Monday:	Last names	A – F
Tuesday:	Last names	G – L
Wednesday:	Last names	M – R
Thursday:	Last names	S – Z
Friday:	Reserved	

Priority of fitting, sizing and fielding of new uniforms will follow as specified:

1. Utilities
2. Public Works
3. Utility Support Services

Issue of New Uniforms: Upon receipt of new uniforms, issuance will follow suit the same sequence as specified with the fitting and sizing plan. At time of pick-up, a CINTAS representative will ensure the proper fit and appearance meets Department standards and to correct any potential errors in sizing or other issues that may arise. If resizing or a change of uniform is required, the employee will continue to wear his/her old uniform until the CINTAS replacement is received.

Old Uniform Turn-Ins: All personnel will turn-in Unifirst issued uniforms through their perspective Department Administrators on (TBD). Individuals must ensure all uniforms issued by Unifirst are returned in the exact quantities issued by the date specified to avoid being charged for potential loss or failure to return garments. Purchasing will coordinate through the Department Administrators a date (TBD) to schedule pick-up by Unifirst. Purchasing will provide a courtesy copy of the contractual termination letter between the City of Cocoa and Unifirst to retain on file or provide to Unifirst pick-up / delivery driver(s) if requested.

New Uniform Care: Under contract, by and between the requirements set within the Liuna Contractual guidelines, all uniforms issued will be laundered, tailored, refit / resized and otherwise serviced through CINTAS. Employees must follow the laundering guidelines set forth within the laundering schedule established through CINTAS to avoid the possibility of incurring personal expenses. The purpose of honoring the laundering and service schedule through CINTAS is to provide each employee an all-inclusive uniform care program at no out of pocket expense. It is highly recommended that all personnel adhere to the service schedule the City has contracted CINTAS to conduct.

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

July 8th, 2020

To:

Unifirst Corporation
Attn: Zack Kizelewicz – District Service Manager
1455 Buffalo Road, Titusville, FL 32796
Email: Zachary_kizelewicz@unifirst.com

Dear Mr. Kizelewicz,

This letter is to inform you as the District Service Manager representing Unifirst Corporation servicing the City of Cocoa, effective the date of this letter will serve as the 30-day written notice to terminate Sourcewell Agreement #062415-UFC.

City Staff has determined it to be in the best interest of its' uniformed employees to terminate this agreement due to poor performance, lack of corrective action to documented deficiencies, erroneous billing and failure to meet the general terms, conditions and standards of said contract.

Collection of employee uniforms and ancillary items (i.e. mats, aprons, rags, mops, etc.) will be coordinated through the Purchasing / Contracts Division Manager, Heath Hancher, hhancher@cocoafl.org. Uniforms will be collected at each Department and dates arranged for final pick-up. Upon receipt of this notification final invoicing must be processed and received by the final date of this termination notice, August 8th, 2020.

Should there be any questions pertaining to this notice to terminate Sourcewell Agreement #062415-UFC, you may contact the undersigned to discuss in more detail.

Heath Hancher – PmP, CPPM
Purchasing & Contracts Division Manager
Main: 321-433-8833
Email: hhancher@cocoafl.org or purchasing@cocoafl.org

Legislation Details (With Text)

File #:	20-355	**Version:**	2	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/18/2020			**In control:**	City Council
On agenda:	7/8/2020			**Final action:**	
Title:	Pass on Second Reading: Ordinance 05-2020; Providing for the location of pharmacies and medical marijuana treatment center dispensing facilities. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 05-2020 Medical Marijuana Dispensing Facilities.pdf Medical Marijuana.jpg				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 25, 2020
Agenda Date: July 8, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on Second Reading: Ordinance 05-2020; providing for the location of pharmacies and medical marijuana treatment center dispensing facilities.

BACKGROUND:

In 2016, Florida voters approved the Florida Right to Medical Marijuana Initiative (“Amendment 2”), which amended the Florida Constitution to authorize “Medical Marijuana Treatment Centers”. Following this the Florida Legislature passed Senate Bill 8-A in 2017 which amended section 381.986, Florida Statutes, providing specific preemption provisions regarding dispensary facilities of medical marijuana treatment centers. Senate Bill 8-A provides that a municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that municipality, but that a municipality that does not ban dispensing facilities may not place specific limits either on the number of dispensing facilities that may locate in the municipality and, further, may not enact ordinances for permitting or determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465, Florida Statutes.

On January 9, 2018, the City Council approved Ordinance 1-2017 which enacted a ban on medical marijuana treatment center dispensing facilities, prohibiting them from locating in the City. However, the City Council now desires to reconsider the prohibition on medical marijuana treatment center dispensing facilities, to allow for such dispensing facilities in certain locations where pharmacies are

permitted and also desires to revise the locations where pharmacies are permitted, eliminating pharmacies as a permitted use in the Central Business District and Cocoa Waterfront Overlay District.

The following changes are proposed by this ordinance:
(1) The addition of the language below under the list of principle uses for the following zoning districts; R-P (Residential Professional District), P-S (Professional, Offices and Services District), C-R (Restricted Commercial District), C-N (Neighborhood Commercial District) and UMD (Urban Mixed-Use District).

Pharmacy, medical marijuana treatment center dispensing facilities, apothecary and optical services. Medical marijuana treatment center dispensing facilities shall not be located within 500 feet of the real property that comprises a public or private elementary, middle or secondary school, unless the City Council approves the location at a public hearing and determines that the location promotes the public health, safety, and general welfare of the community, or as otherwise provided in Chapter 381, Florida Statutes, as may hereafter be amended.
(*Appendix A. Zoning, Article XI, Section 9, Appendix A. Zoning, Article XI, Section 10, Appendix A. Zoning, Article XI, Section 10 A, and Appendix A. Zoning, Article XI, Section 11*)

It should be noted that because several zoning districts cross-reference uses allowed in the C-N (Neighborhood Commercial District), medical marijuana treatment center dispensing facilities will also be permitted in the CW (Wholesale Commercial), CG (General Commercial), and M-1 (Light Industrial and Warehouse) districts.

(2) The removal of pharmacies under the list of principle uses for the following zoning districts; CBD (Central Business District) zoning district and CWOD (Cocoa Waterfront Overlay District).
(*Appendix A. Zoning, Article XI, Section 13 and Appendix A. Zoning, Article XI, Section 20*)

(3) The removal of the prohibition against medical marijuana treatment center dispensing facilities.
(*Appendix A. Zoning, Article XIII, Section 31*)

I. Zoning Ordinance Amendment Analysis

In accordance with Appendix A. Zoning, Article XXI, Section 1(G)(2) of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for change

The City desires to remove the prohibition against medical marijuana treatment center dispensing facilities within the City and, at the same time, regulate the location of pharmacies within the City in general. The changes proposed by this ordinance will allow all pharmacy types within zoning districts allowing similar medical office uses. At the same time, the use will be removed from the historic downtown area which is largely oriented towards tourist/leisure/entertainment business.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policy supports the proposed zoning text amendment:
GOAL 1.3: The City of Cocoa shall enhance the quality of life and prosperity of its citizens through the retention and creation of a wide range of profitable business opportunities and jobs.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval at the June 16, 2020 meeting.

The City Council approved this item at the regular meeting on June 24, 2020.

RECOMMENDED MOTION:
Pass on Second Reading: Ordinance 05-2020; providing for the location of pharmacies and medical marijuana treatment center dispensing facilities.

ORDINANCE NO. 05-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, OF THE CITY CODE; PROVIDING FOR THE LOCATION OF PHARMACIES AND MEDICAL MARIJUANA TREATMENT CENTER DISPENSING FACILITIES IN THE CITY; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, in 2016, Florida voters approved the Florida Right to Medical Marijuana Initiative ("Amendment 2"), which amended the Florida Constitution to authorize "Medical Marijuana Treatment Centers"; and

WHEREAS, the Florida Legislature passed SB 8-A, amending section 381.986, Florida Statutes, in the 2017 Special Session, approved by the Governor on June 23, 2017, which implemented Amendment 2 and which further contained specific preemption provisions regarding dispensary facilities of medical marijuana treatment centers; and

WHEREAS, specifically, SB 8-A provides that a municipality may, by ordinance, ban medical marijuana treatment center dispensing facilities from being located within the boundaries of that municipality, but that a municipality that does not ban dispensing facilities may not place specific limits either on the number of dispensing facilities that may locate in the municipality and, further, may not enact ordinances for permitting or determining the location of dispensing facilities which are more restrictive than its ordinances permitting or determining the locations for pharmacies licensed under chapter 465, Florida Statutes; and

WHEREAS, the City Council previously in Ordinance 1-2017 enacted a ban on medical marijuana treatment center dispensing facilities, prohibiting them from locating in the City; and

WHEREAS, the City Council now desires to reconsider the prohibition on medical marijuana treatment center dispensing facilities previously enacted in Ordinance 1-2017 to allow for such dispensing facilities in certain locations where pharmacies are permitted; and

WHEREAS, the City Council also desires to revise the locations where pharmacies are permitted, eliminating pharmacies as a permitted use in the Central Business District and Cocoa

Waterfront Overlay District; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** Appendix A, Zoning, Article XIII, Section 22 of the Code of Ordinances, City of Cocoa, Florida, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in Section 22. It is intended that the text in Section 22 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.):

APPENDIX A - ZONING

*** * ***

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

*** * ***

Sec. 9. - District and intent—R-P, Residential Professional District.

*** * ***

(A) PRINCIPAL USES AND STRUCTURES.

(1) Professional offices, general offices and similar uses.

(2) Medical and dental clinics and laboratories.

(3) Multiple-family dwellings as regulated by section 5, RU-2-15.

(4) Pharmacy, medical marijuana treatment center dispensing facilities, apothecary and optical services. Medical marijuana treatment center dispensing facilities shall not be located within 500 feet of the real property that comprises a public or private elementary, middle or secondary school, unless the City Council approves the location at a public hearing and determines that the location promotes the public health, safety, and general welfare of the community, or as otherwise provided in Chapter 381, Florida Statutes, as may hereafter be amended.

*** * ***

Sec. 10. - District and intent—P-S, Professional, Offices and Services District.

*** * ***

(A) PRINCIPAL USES AND STRUCTURES.

(1) Professional offices and services and studies such as medical, dental, legal, engineering, real estate, insurance, technical management consultant.

(2) Business services such as secretarial services, drafting, reproduction services.

(3) Book and stationery stores, business supply retail stores.

(4) Medical and dental clinics and laboratories.

(5) Financial institutions.

(6) Pharmacy, medical marijuana treatment center dispensing facilities, apothecary and optical services. Medical marijuana treatment center dispensing facilities shall not be located within 500 feet of the real property that comprises a public or private elementary, middle or secondary school, unless the City Council approves the location at a public hearing and determines that the location promotes the public health, safety, and general welfare of the community, or as otherwise provided in Chapter 381, Florida Statutes, as may hereafter be amended.

(7) Personal service establishments such as florist shops, barber and beauty shops, laundry and dry cleaning pickup stations, tailor shops, and similar uses.

*** * ***

Sec. 10A. - District and intent—C-R, Restricted Commercial District.

*** * ***

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or groups of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

(1) Retail stores, sales and display rooms (except automotive) and similar uses, including places such as bakeries in which goods are produced and sold at retail upon the premises.

(2) Personal service establishments such as beauty and barber shops, laundry and dry cleaning pickup stations, tailor shops, and similar uses.

(3) Professional offices, studios, clinics, laboratories, general offices and similar uses.

(4) Multiple-family and single-family residences as regulated in section 5, RU-2-15.

(5) Financial institutions.

(6) Pharmacy, medical marijuana treatment center dispensing facilities, apothecary and optical services. Medical marijuana treatment center dispensing facilities shall not be located within 500 feet of the real property that comprises a public or private elementary, middle or

secondary school, unless the City Council approves the location at a public hearing and determines that the location promotes the public health, safety, and general welfare of the community, or as otherwise provided in Chapter 381, Florida Statutes, as may hereafter be amended.

(7) Restaurants.

*** * ***

Sec. 11. - District and intent—C-N, Neighborhood Commercial District.

*** * ***

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

(1) Retail stores, sales and display rooms (except automotive) and similar uses, including places such as bakeries in which goods are produced and sold at retail upon the premises.

(2) Personal service establishments such as beauty and barbershops, laundry and dry cleaning pickup stations, tailor shops and similar uses.

(3) Professional offices, studios, clinics, laboratories, general offices and similar uses.

(4) Restaurants, subject to the following:

a. Outdoor entertainment shall be prohibited;

b. The restaurant shall be required to close no later than 10:00 PM on Sunday through Thursday and no later than 12:00 AM on Friday and Saturday; and

c. Walls and/or opaque vegetative screening buffers shall be required between the restaurant and adjacent properties with residential zoning designations.

(5) Multiple-family and single-family residences as regulated in section 5, RU-2-15 District.

(6) Financial institutions.

(7) Pharmacy, medical marijuana treatment center dispensing facilities, apothecary and optical services. Medical marijuana treatment center dispensing facilities shall not be located within 500 feet of the real property that comprises a public or private elementary, middle or secondary school, unless the City Council approves the location at a public hearing and determines that the location promotes the public health, safety, and general welfare of the community, or as otherwise provided in Chapter 381, Florida Statutes, as may hereafter be amended.

(8) Child care centers, day nurseries of kindergartens.

(9) Package store, beer and wine.

*** * ***

Sec. 13. – District and intent – CBD, Central Business District.

*** * ***

(A) PRINCIPAL USES AND STRUCTURES.

(1) Professional offices, services, and studios such as medical; dental; optical; legal; engineering; real estate; insurance; travel agents; employment services consultant.

(2) Retail stores, sales and display rooms (except automotive) and similar uses, including places such as bakeries in which goods are produced and sold at retail upon the premises.

(3) Personal service establishments such as beauty and barber shops, laundry and dry cleaning pickup stations, tailor shops and similar uses.

(4) Restaurants.

(5) Residential—Multiple-family dwellings.

(6) Residential—Townhouse dwellings.

(7) Hotels and motels.

(8) Marinas—Public and private.

(9) Bed and breakfast establishments as regulated by article XIII section 24, bed and breakfast establishments.

(10) Business service establishments.

(11) Clubs and lodges, private.

(12) Cultural centers, social service centers, museums, galleries, and community centers—Commercial.

(13) Cultural centers, social service centers, museums, galleries, and community centers-Noncommercial.

(14) Financial institutions.

(15) Gym and fitness facilities.

(16) Home occupation.

(17) Medical and dental clinics and laboratories.

~~(18) Pharmacy and optical services.~~

(~~19~~18) Printing, engraving and related reproduction processes as well as the publishing and. distribution of books, newspapers and other printed material.

*** * ***

Sec. 20. - District and intent—UMD, Urban Mixed-Use District.

*** * ***

B. *Brevard Crossings UMD Sub-District:*

(1) *Schedule of Permitted Uses, Special Exceptions and Prohibited Uses.*

Allowable Uses	***P: Permitted*** ***SE: Special Exception***	
	UMD - Brevard Crossings	Specific Use Restrictions
	All uses are locationaly restricted to those areas identified on the Brevard Crossings Master Development Plan. See the Brevard Crossings Development Guidelines for additional development standards.	
	*** * ***	
Commercial Uses		
	*** * ***	
Pharmacy, <u>medical marijuana treatment center dispensing facilities</u> and optical	P	<u>Medical marijuana treatment center dispensing facilities shall not be located within 500 feet of the real property that comprises a public or private elementary, middle or secondary school, unless the City Council approves the location at a public hearing and determines that the location promotes the public health, safety, and general welfare of the community, or as otherwise provided in Chapter 381, Florida Statutes, as may hereafter be amended.</u>
Post offices	P	

*** * ***

Sec. 22. - Cocoa Waterfront Overlay District.

*** * ***

(F) *Uses.* The following table identifies, by zoning district and overlay sub district what uses are permitted (P), not permitted (blank) and/or requires a special exception (SE).

"Key: SE-Special Exception, Blank Cell-Not Permitted, P-Permitted, RP-as identified on the regulating plan"	Heart of Coco a	Uptown Neighborhood (UN)			South of the Village (SV)		South End (SE)		Waterfront (WF)	Cocoa Village			North of the Village (NV)			King Willard (KW)		
	RU-2-10	RU-2-25	CBD	C-C	RU-2-25	CBD	CBD	C-C	CBD	RU-2-10	CBD	C-C	C-G	C-C	C-P	CBD	C-P	C-C
*** * ***																		
Commercial																		
*** * ***																		
Personal Service Establishments, beauty, barber, laundry, dry cleaning, tailor			P	P		P	P	P	P		P	P	P	P	P	P	P	P
~~Pharmacy,~~ Optical services			P			P	P		P		P		P			P		

Plant Nurseries, greenhouses															P		P	

*** * ***

ARTICLE XIII. – SUPPLEMENTARY DISTRICT REGULATIONS

*** * ***

~~**Sec. 31. – Medical marijuana treatment center dispensing facilities.**~~

~~Medical marijuana treatment center dispensing facilities shall be prohibited from locating in any district of the city. The city will not accept, process or approve any request or application for a development order, building permit, or other approval associated with a proposed medical marijuana treatment center dispensing facility.~~

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2020.

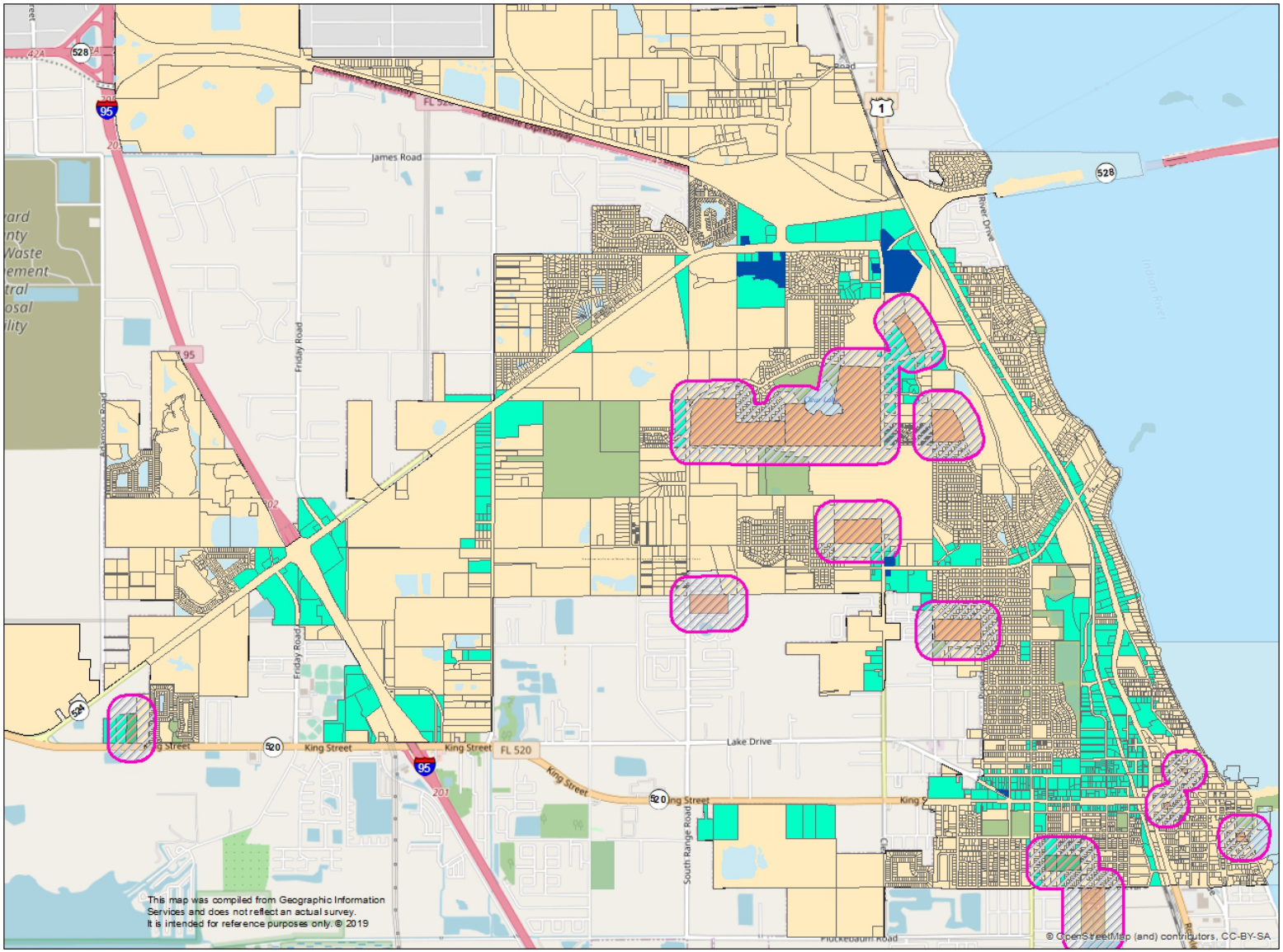
_____

Jake Williams Jr., Mayor

ATTEST:

_____

Carie Shealy, City Clerk



Pharmacies and Potential Medical Marijuana Dispensary Locations Based on Existing Zoning May 2020

- Existing Pharmacies
- Public and Private Schools
- 500' of a School
- M-I Light Industrial and Warehouse District
- C-W Wholesale Commercial
- C-G General Commercial
- C-N Neighborhood Commercial
- C-R Restricted Commercial District
- P-S Professional, Office and Services District
- R-P Residential Professional District
- City Parcels
- Parks
- Waterbody
- Cocoa City Limits_2020

Legislation Details (With Text)

File #:	20-356	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/18/2020			**In control:**	City Council
On agenda:	7/8/2020			**Final action:**	
Title:	Pass on Second Reading: Ordinance No. 06-2020; Amending permitted locations for self-service storage facilities and amending the definition thereof. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance 06-2020 Self-Service Storage Facilities v2.pdf Store Space Cocoa Text Amend Application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 25, 2020
Agenda Date: July 8, 2020
Prepared By: Dodie Selig, Planning & Zoning Manager
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Pass on Second Reading: Ordinance No. 06-2020; amending permitted locations for self-service storage facilities and amending the definition thereof.

BACKGROUND:

The Applicant has proposed a change to the city code related to self-service storage facility use. They represent a client with an existing self-storage business within the city wishing to expand. Because of inconsistencies within the existing city code, the applicant's client is unable to move forward and has requested staff's help to modify the code. A review of how the use is treated in different areas of the code has highlighted the need to make some modifications. The City desires to simplify and clarify the code descriptions of self-service storage facilities, also referred to in the code as "personal storage," "personal storage warehouses," or "mini-warehouses." Therefore, the following changes are proposed by this ordinance:

- Amendment of the conditions for self-service storage facilities under the C-R (Restricted Commercial) and C-G (General Commercial) zoning districts, where such facilities require special exception approval.

- Addition of the use as a principal use under the C-W (Wholesale Commercial) zoning district,

with conditions.

- Removal of the use “personal storage” and “personal storage warehouses” from the CBD (Central Business District) and the M-2 (Manufacturing and Industrial) zoning districts, respectively.

- Amendment to the definition of a “personal storage warehouse” and retitling the use as a “self-service storage facility,” which will be a consistently used term for all zoning code references to this use.

- Amendment to the parking regulations for “storage facilities” to provide a consistent parking requirement for the self-service storage facility use in all zoning districts.

Zoning Ordinance Amendment Analysis

In accordance with Appendix A. Zoning, Article XXI, Section 1(G)(2) of the Code of the City of Cocoa, the Planning and Zoning Board shall consider and study the following when an amendment to the zoning code is proposed:

a. The need and justification for the change.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning programs and to the comprehensive plan, with appropriate consideration as to whether the proposed changes will further the purposes of [the] zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

Need and justification for change

The proposed changes will provide consistency for the use throughout the city, eliminate confusion and provide greater stability for the business sector. At the present time, the use is described in different language in several zoning districts causing confusion for both staff and the public. In addition, the parking standards related to storage uses a different term. Also compounding the problem, the parking standard for this use under the C-G zoning district regulations differs from the general parking regulations for the use with no apparent purpose.

The use of “personal storage” is included under the CBD (Central Business District) zoning district, and the use of “personal storage warehouses” is included as a principle use under the M-2 (Manufacturing and Industrial) zoning district. However, the use is not included under the zoning definitions and causes confusion as to the intent. Moreover, it is proposed by this ordinance to remove the use from both zoning districts as being incompatible with the district intent of each district.

The C-W (Wholesale Commercial) zoning district does not currently allow self-service storage or mini-warehouse use in the zoning district. However, the district is “intended to apply to an area in close proximity to transportation facilities and which can serve warehousing, distribution, wholesaling and other related functions of the city and region”. Among the principal uses listed in the district are “warehousing and wholesaling in enclosed structures”. It is felt therefore that the inclusion of self-service storage facilities in this district will be compatible with the surrounding uses and intent of the

district.

The applicable conditions for self-service storage facilities have been modified relating to required parking spaces, setbacks and screening, landscaping, and outdoor parking and storage for major recreational equipment. The proposed revised conditions will be consistent for all zoning districts where the use is permitted. Of note, rather than requiring use-specific setbacks and a landscaping buffer, self-service storage facilities abutting residentially-zoned property will need to be screened by an opaque fence or wall at least six feet in height. Landscape buffers shall be required along all rights-of-way rather than the rear and side lot lines. Outdoor storage of major recreational equipment at self-service storage facilities was previously not permitted but will now be allowed upon meeting certain conditions. The area designated for outdoor storage of major recreational equipment must be screened from view on all sides visible from rights-of-way or adjoining property by either a solid wall or opaque fence at least 10 feet in height. State law provides that recreational-type vehicles cannot exceed 13.5 feet in height.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policy supports the proposed zoning text amendment:

GOAL 1.1: Create and maintain a broad range of land use activities that maximize the City's potential as a growth center while protecting the public health, safety, welfare, and appearance through the thoughtful planned use and development of the land and public facilities.

Policy 1.1.4.5: The City shall protect and buffer residential areas in the Cocoa (Downtown) Redevelopment Area from uses of high density or intensity.

Policy 1.1.5.1: More intense development such as commercial, mixed-use and industrial uses shall be designed to minimize the negative impacts on lower intensity land uses through such means as, for example, landscaping and appropriate transitional uses including low-scale professional offices or medium density residential development. In the absence of transitional land uses, potential adverse impacts to surrounding residential should be mitigated through the use of:

A. Buffer areas that will provide a separation between commercial and single-family residential structures;
B. Landscaping and/or trees separating the commercial and residential land use; and
C. Walls and/or opaque vegetative screens separating the commercial and single-family residential land use.

Policy 1.1.5.3: The City’s land development regulations shall maintain appropriate standards and nuisance regulations to limit the impact of more intense development on established residential zones.

Policy 2.1.15.3: The City shall update parking standards to minimize the amount of surface parking through the establishment of maximum parking standards and shared and co-located parking.

Recommendation by the Planning & Zoning Board

During the Planning & Zoning Board meeting of June 16, 2020, there was discussion concerning the parking of commercial vehicles in a self-service storage facility. The applicant had requested the board to consider allowing the parking of personal vehicles (cars and trucks) in addition to outsized personal recreational vehicles (RV’s and boats) in a self-service storage facility. Staff had previously discussed this request with the applicant prior to drafting the ordinance and was not in support of adding personal vehicles to the ordinance for two reasons:

1) The primary purpose of a self-service storage facility is the storage of personal belongings. The intent of the ordinance change to allow outside storage in conjunction with a self-service storage facility is to provide for personal recreation vehicles that are too large to be accommodated within the typical garage sized storage unit of such facility. A car or truck however can be stored within such a unit so outdoor space is not necessary.

2) The storage of personal automobiles and commercial vehicles is a type of use already provided for under the M-2 (Manufacturing and Industrial) zoning district as follows:

> *(4) Storage facilities (excluding salvage yards), including automobiles, mobile homes, commercial vehicles and heavy equipment, building materials, general, refrigerated, and recreational vehicles pursuant to Appendix A, Article XIII Sec 5 of the Code of the City of Cocoa.*

The zoning code provides the following definition of a commercial vehicle:

> *COMMERCIAL VEHICLES AND HEAVY EQUIPMENT. Commercial, industrial or agricultural vehicles, equipment or machinery, whether or not the vehicle, equipment or machinery is licensed or otherwise authorized to travel upon the roads of the state, specifically including, but not limited to: semi-trailers; tractors for semi-trailers; trucks; step-vans; box trucks; construction equipment; cement mixers; compressors; forklifts; buses; tow trucks; dump trucks; trucks with roll-back beds; trailers; any other similar vehicles, equipment and machinery classified as commercial by the manufacturer; and pickup trucks, passenger vans, and cargo vans used for commercial purposes.*

Based on the above therefore, the code already provides the means for the storage of commercial vehicles within the City.

A larger issue, that of the parking of commercial vehicles in residential neighborhoods, was also discussed during the meeting in conjunction with the proposed ordinance. The definition of commercial vehicles provided in the City Code, Appendix A. Zoning, Article IV listed above applies to zoning topics covered by the Appendix. Parking in residential areas or on streets is governed by the City Code, Chapter 20, Traffic, Article 2 Stopping, Standing and Parking, Division 1, Section 20-58 Parking buses, large trucks in residential areas or on streets:

> *(a) It is hereby declared unlawful for any individual to park, cause to be parked, or allow to be parked any semitrailer truck or any other truck or bus greater than one (1) ton capacity for a longer period than fifteen (15) minutes in any residential area of the city, or the public streets or rights-of-way thereof, as defined on the master zoning map of the city which is on file in the office of the city clerk, unless the actual loading or unloading of such vehicle is involved and in progress, or unless a permit is secured from the city for the parking of such vehicle.*

Residential streets are not commercial corridors and therefore they are not constructed to withstand the weight of large trucks or vehicles. Excessive or highly repetitive heavy vehicle traffic will cause a breakdown of the roadbed, shortening the life of the pavement and increasing costs to the City for repair or replacement. For this reason, the Code limits their use on residential streets.

The definition above does not include vehicles such as painter's vans, small cars belonging a cleaning service or insect repellant business, taxicabs, pickup trucks used by contractors or lawn care business owners with trailers of mowers and other related equipment.

Under Appendix A. Zoning, Article XIII, Section 17, a home based business is prohibited from exterior storage of materials or parking of business vehicles anywhere except the driveway or garage. The code does not prohibit the parking of a commercial vehicle in a residential area, except as defined in Sec. 20-58 above.

Some Planning & Zoning Board members felt that a commercial vehicle was best defined as one that is over a specific weight limit. Some felt that a commercial vehicle was one which actively advertised a business use. Whether there is a city wide issue based on the current definition of a commercial vehicle would need further study. Any proposed change will need to address the esthetic root of the perception of a commercial vehicle parked in a residential area while also considering the economic impact to those residents, some of whom may not have any means of transportation except the company vehicle they drive.

Because of the complexity of the commercial parking issue, it is staff's recommendation to Council that if they feel this topic should be addressed that it be done separately from the self-service storage facility ordinance.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board made the following recommendation at its meeting on June 16, 2020:

“Recommend approval to the city council of ordinance no. 06-2020 providing for the amendments permitting locations for self-service storage facilities and further amending regulations related to this issue and to review the verbiage for recreational vehicles and commercial vehicles and to add this to the ordinance.”

City Council approved the item at its regular meeting on June 24, 2020. However, some of the Council expressed the desire to accommodate cars and trucks in addition to recreational vehicles. In speaking with the applicant, staff would suggest that Council amend the Ordinance to include cars and trucks within the outside storage area but limit the number of cars and trucks to five (5) such vehicles.

RECOMMENDED MOTION:
Pass on Second Reading: Ordinance No. 06-2020; amending permitted locations for self-service storage facilities and amending the definition thereof.

ORDINANCE NO. 06-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, OF THE CITY CODE TO AMEND PERMITTED LOCATIONS FOR SELF-SERVICE STORAGE FACILITIES AND FURTHER AMENDING REGULATIONS RELATED TO THIS USE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City's Zoning Code provides for the location of self-service storage facilities, using various terms such as "personal storage," "personal storage warehouses," or "mini-warehouses"; and

WHEREAS, the City Council desires to amend the Zoning Code to alter the permitted locations for self-service storage facilities and to provide additional regulations relating parking, outdoor storage of major recreational equipment, and landscaping as provided further herein; and

WHEREAS, the City Council of the City of Cocoa, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Cocoa.

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

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Council of the City of Cocoa.

Section 2. **Code Amendment.** Appendix A, Zoning, Articles V, XI, and XII of the Code of Ordinances, City of Cocoa, Florida, are hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (* * *) indicate a deletion from the Ordinance of text existing in these Articles. It is intended that the text in these Articles denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance.):

APPENDIX A - ZONING

* * *

ARTICLE V. – DEFINITIONS

* * *

SELF-SERVICE STORAGE FACILITIES ~~PERSONAL STORAGE WAREHOUSE~~. A fully enclosed building or buildings having individual compartmentalized units, stalls or lockers with privately controlled access points which are to be rented only as storage space for customer's goods, wares or personal property. The term is synonymous with mini-warehouses, mini-storage, self-storage facilities and self-storage warehouses.

* * *

ARTICLE XI. – SCHEDULE OF DISTRICT REGULATIONS

* * *

Sec. 10A. - District and intent—C-R, Restricted Commercial District.

The provisions of this district are intended to apply to an area adjacent to major arterial streets and convenient to residential neighborhoods. The types of uses permitted are intended to serve the commercial needs of the surrounding residential neighborhoods. Lot sizes, design control, and other restrictions are intended to integrate quality commercial development with the existing natural environment.

* * *

(C) SPECIAL EXCEPTIONS.

(1) Any other use in keeping with the neighborhood commercial intent of the district.

(2) Commercial recreation structures such as theaters, driving ranges, and bowling alleys, except drive-in theaters (enclosed structures [shall be air conditioned]).

(3) Sewer lift stations.

(4) Public parks and playgrounds.

(5) Churches, rectories, parish houses, temples, synagogues and associated buildings, including educational and recreational facilities.

(6) Security mobile home or facility located on public or private property.

(7) Television dish receivers and antennae as regulated by article XIII, section 21, Television dish receivers and antennae.

(8) Electronic communication/transmission facilities and exchanges.

(9) Retail automotive gasoline/fuel sales as an accessory use to convenience stores, subject to the following provisions:

a. Access: Convenience stores selling gasoline/fuel shall be located on arterial roadways or on corner lots at intersections of collector roads or roads of higher functional classification (as identified in the City of Cocoa Comprehensive Plan). No driveway or point of access shall be permitted within one hundred (100) feet of an intersection of collector roads or roads of higher functional classification.

b. Minimum street frontage: One hundred fifty (150) feet on each abutting street.

c. Location of facilities: Gasoline/fuel pumps and other service island equipment shall be set back at least twenty (20) feet from all property lines, fifteen (15) feet from any building, and one hundred (100) feet from the nearest residentially zoned land. In addition, pumps and other service island equipment shall not interfere with the safe and orderly movement of traffic in parking and other vehicular use areas.

d. Tank storage: Underground storage is required for all receptacles for combustible materials in excess of two hundred (200) gallons.

e. Number of pumps: The maximum number of gasoline/fuel pumps allowed in this district is four (4).

(10) Adult congregate living facility (ACLF).

(11) Self-Service Storage Facilities~~Mini-warehouses (storage only)~~, subject to the following provisions:

a. Minimum lot area: An area not less than twenty thousand (20,000) square feet having a minimum width of one hundred (100) feet and a minimum depth of two hundred (200) feet.

b. There shall be a minimum of ~~five (5) parking spaces and a maximum of ten (10) parking spaces per site.~~ one (1) parking space for the office manager, one (1) parking space for each 600 square feet of office space, one (1) parking space for each 50 storage units, and one (1) parking space for each 5,000 square feet of major recreational equipment storage area.

c. Where a self-service storage facility abuts residentially-zoned property, an opaque fence or wall, at least six (6) feet in height, shall be provided. ~~Setbacks:~~

~~1. Front: Forty (40) feet (includes corner lot side setback).~~

~~2. Side: Thirty (30) feet when contiguous to a residential land use classification; fifteen (15) feet when contiguous to any other land use classification.~~

~~3. Rear: Thirty (30) feet when contiguous to a residential land use classification; twenty (20) feet when contiguous to any other land use classification.~~

d. All lights shall be shielded to focus and direct light onto the uses established, and away from adjacent property or street/roads. The lighting may be of sufficient intensity to discourage vandalism and/or theft. ~~Reference article XIV, Performance Standards, section (f) glare and lighting standards.~~

e. The structure shall not be utilized as a place of business by renters or lessors of space and no local business tax receipt shall be approved where the business operation takes place on the property other than that of the ~~mini-warehouse~~ self-service storage facility owner/operator.

f. ~~There shall be no outside storage.~~ Outdoor storage of major recreational equipment shall be permitted with the following conditions:

1. Outdoor storage areas shall be screened from view on all sides visible from rights-of-way and adjoining property by either a solid wall or opaque fence at least 10 feet in height or an on-site building. Where such outdoor storage area abuts a right-of-way, the required wall or fence shall be set back a minimum of five (5) feet from the property line and a landscape buffer installed between the property line and the fence. See subsection (g) below on landscaping.

2. Gates in fencing shall be of the same opaque material as the fence. Gates in a wall shall be of an opaque material.

3. Gate width for vehicle entry/exit and interior drive access aisles shall be sized to accommodate the turning radius needed for large vehicles.

4. Outdoor storage of vehicles such as cars or trucks shall not be permitted.

5. Outdoor storage of major recreational equipment exceeding thirteen and one-half (13½) feet in height shall not be permitted.

6. On-site light, minor maintenance and cleaning of any major recreational equipment permitted by this section is allowed. However, the following shall be strictly prohibited: refueling, oil and engine fluid changes, major restoration, part salvage, major part replacement, engine repair, transmission repair, body repair, and other heavy and major repairs.

7. No major recreational equipment may be stored which is wrecked, being stripped for parts, awaiting salvage or recycling, or inoperable.

8. Major recreational equipment permitted under this section shall not be used as living quarters.

g. Landscaping: A five (5) foot landscape buffer shall be provided along all road right-of-ways and shall consist of trees and high profile shrubs together with suitable ground cover to include native grasses and mulching, where appropriate. Landscaping shall be designed, placed and maintained in such a manner as not to impair vehicle visibility at corner intersections. The landscaping requirements shall conform to article XIV, Landscaping Requirements of the Zoning Code, of the City of Cocoa.

~~Landscaping: Where property abuts residentially zoned property a ten (10) foot landscape buffer/screening strip shall be provided. A five (5) foot landscape/screening strip shall be provided along all side and rear lot lines, regardless of zoning on the abutting property. Said buffer and screening strip shall consist of trees and high profile shrubs together with suitable ground cover to include native grasses and mulching, where appropriate. Frontage shall be appropriately landscaped, but shall not be required to perform a buffer or screening function. Landscaping shall be designed, placed and maintained in such a manner as not to impair vehicle visibility at corner intersections. The landscaping requirements shall conform to article XIII, Landscaping Requirements of the zoning code of the City of Cocoa.~~

h. When the application for special exception is submitted, it shall be accompanied by a site plan addressing specific provisions identified herein, and shall be considered binding upon use as a ~~mini-warehouse~~ self-service storage facility.

(12) Automobile laundry or quick wash.

*** * ***

Sec. 12. - District and intent—C-G, General Commercial District.

The provisions of this district are intended to apply to an area intended to be developed and preserved as a major commercial center serving the commercial needs of the community and region. The type of uses and other restrictions are intended to promote adequate protection from conflicts with adjacent residential and other noncommercial uses, and to minimize the interruption of traffic along adjacent thoroughfares.

*** * ***

(C) SPECIAL EXCEPTIONS.

(1) Automotive repair establishments when conducted entirely within an enclosed structure.

(2) Service stations and car wash establishments, subject to the following provisions:

a. Minimum lot size: Ten thousand (10,000) square feet.

b. Minimum floor area: Three hundred (300) square feet exclusive of interior servicing area.

c. Height: Twenty-five (25) feet.

d. Setbacks other than required elsewhere in this district: 1) Gasoline pumps and other service island equipment: Twenty (20) feet from property line; 2) Building or other structure: Fifteen (15) feet each side.

e. Tank storage: Underground storage required for all receptacles for combustible materials in excess of two hundred (200) gallons.

f. A visual screen meeting the specifications of article XIII, section 5, Visual screens, Supplementary District Regulations, shall be provided along the rear and the length of the sides of the site.

(3) Commercial recreation structures such as theaters, driving ranges, and bowling alleys, except drive-in theaters.

(4) Telecommunications towers and antennas pursuant to article XIII, section 26.

(5) Passenger transportation terminals with subordinate freight facilities.

(6) Sewer lift stations.

(7) Any other use in keeping with the intent of the district.

(8) Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities.

(9) Mortuaries and funeral homes.

(10) Security mobile home or facility located upon public or private property.

(11) Child care centers, day nurseries or kindergartens.

(12) Half-way houses.

(13) A bar or lounge, with or without a package store, or a package store.

(14) Self-Service Storage Facilities ~~Mini-warehouses (storage only)~~, subject to the following provisions:

a. Minimum lot area: An area not less than twenty thousand (20,000) square feet having a minimum width of one hundred (100) feet and a minimum depth of two hundred (200) feet.

b. There shall be a minimum of ~~five (5) parking spaces and a maximum of ten (10) parking spaces per site.~~ one (1) parking space for the office manager, one (1) parking space for each 600 square feet of office space, one (1) parking space for each 50 storage units, and one (1) parking space for each 5,000 square feet of major recreational equipment storage area.

c. Where a self-service storage facility abuts residentially-zoned property, an opaque fence or wall, at least six (6) feet in height, shall be provided. ~~Setbacks:~~

~~1. Front: Forty (40) feet (includes corner lot side setback).~~

~~2. Side: Thirty (30) feet when contiguous to a residential land use classification; fifteen (15) feet when contiguous to any other land use classification.~~

~~3. Rear: Thirty (30) feet when contiguous to a residential land use classification; twenty (20) feet when contiguous to any other land use classification.~~

d. All lights shall be shielded to focus and direct light onto the uses established, and away from adjacent property or street/roads. The lighting may be of sufficient intensity to discourage vandalism and/or theft. ~~Reference article XIV, Performance Standards, section (f) glare and lighting standards.~~

e. The structure shall not be utilized as a place of business by renters or lessors of space and no local business tax receipt shall be approved where the business operation takes place on the property other than that of the ~~mini-warehouse~~ self-service storage facility owner/operator.

f. ~~There shall be no outside storage.~~ Outdoor storage of major recreational equipment shall be permitted with the following conditions:

1. Outdoor storage areas shall be screened from view on all sides visible from rights-of-way and adjoining property by either a solid wall or opaque fence at least 10 feet in height or an on-site building. Where such outdoor storage area abuts a right-of-way, the required wall or fence shall be set back a minimum of five (5) feet from the property line and a landscape buffer installed between the property line and the fence. See subsection (g) below on landscaping.

2. Gates in fencing shall be of the same opaque material as the fence. Gates in a wall shall be of an opaque material.

3. Gate width for vehicle entry/exit and interior drive access aisles shall be sized to accommodate the turning radius needed for large vehicles.

4. Outdoor storage of vehicles such as cars or trucks shall not be permitted.

5. Outdoor storage of major recreational equipment exceeding thirteen and one-half (13½) feet in height shall not be permitted.

6. On-site light, minor maintenance and cleaning of any major recreational equipment permitted by this section is allowed. However, the following shall be strictly prohibited: refueling, oil and engine fluid changes, major restoration, part salvage, major part replacement, engine repair, transmission repair, body repair, and other heavy and major repairs.

7. No major recreational equipment may be stored which is wrecked, being stripped for parts, awaiting salvage or recycling, or inoperable.

8. Major recreational equipment permitted under this section shall not be used as living quarters.

g. Landscaping: A five (5) foot landscape buffer shall be provided along all road right-of-ways and shall consist of trees and high profile shrubs together with suitable ground cover to include native grasses and mulching, where appropriate. Landscaping shall be designed, placed and maintained in such a manner as not to impair vehicle visibility at corner intersections. The landscaping requirements shall conform to article XIV, Landscaping Requirements of the Zoning Code, of the City of Cocoa.

~~Landscaping: Where property abuts residentially-zoned property a ten (10) foot landscape buffer/screening strip shall be provided. A five (5) foot landscape/screening strip shall be provided along all side and rear lot lines, regardless of zoning on the abutting property. Said buffer and screening strip shall consist of trees and high profile shrubs together with suitable ground cover to include native grasses and mulching, where appropriate. Frontage shall be appropriately landscaped, but shall not be required to perform a buffer or screening function. Landscaping shall be designed, placed and maintained in such a manner as not to impair vehicle visibility at corner intersections. The landscaping requirements shall conform to article XIII, Landscaping Requirements of the zoning code of the City of Cocoa.~~

h. When the application for special exception is submitted, it shall be accompanied by a site plan addressing specific provisions identified herein, and shall be considered binding upon use as a ~~mini-warehouse~~ self-service storage facility.

(15) Television dish receivers and antennae as regulated by article XIII, section 21, Television dish receivers and antennae.

(16) Electronic communication/transmission facilities and exchanges.

*** * ***

Sec. 13. – District and intent – CBD, Central Business District.

The provisions of this district are intended to apply to the central commercial, professional, financial, governmental and civic core of the city as described in the comprehensive plan and which is entirely within a designated redevelopment area as defined in the Cocoa Redevelopment Agency Redevelopment Plan. The area is generally bounded by Center Street on the north, Forrest Avenue and Florida Avenue on the west, Rosa L. Jones Drive and Derby Street on the south, and the Indian River on the east. Uses are based on the comprehensive plan and the redevelopment plan and are intended to permit and encourage more intensive office and commercial development, hotel and motel development, marinas and marina-related development and multiple-family residential development. The district is intended to discourage uses not requiring a central location and which would create friction with or be incompatible with performance of Central Business District functions. The permitted uses and design and development standards are intended to promote high quality development compatible with a Central Business District location. It is intended that "performance standards" control the permissible type, density and intensity, mix of development and design and development standards in order to assure and promote the development and redevelopment of property in the central business district in a manner compatible with comprehensive and redevelopment plan objectives.

It is intended that high density multiple-family residential development in this area is to be promoted and encouraged, either in separate buildings or in combination with office and supporting, retail and service areas, and that such supporting, uses shall be scaled and designed to serve the needs of the district. All uses and design should recognize the proximity to the areas of great natural beauty which are historically significant to the city. High density, so long as it provides public and scenic access to these natural and historic areas, is permitted. Water views, easy access to contiguous waterwalks, and several key water vistas should be made available to the public. The purpose of this district is to allow for the development of fully integrated, mixed-use pedestrian oriented neighborhoods. Streets, pedestrian paths and bike paths should contribute to a system of fully-connected and interesting routes to all destinations.

Within the Central Business District is a subarea known as "Cocoa Village" for which additional and supplemental use, intensity, design and development standards are necessary in order to maintain the special and distinctive character of the area, which is an important objective of the comprehensive plan and redevelopment plan. The supplemental regulations applicable to the Cocoa Village subdistrict shall be applied through imposition and mapping of a "Cocoa

Village Overlay" zoning district. The regulations are in addition to and not in substitution of the underlying Central Business District zoning regulations which shall also remain applicable to the Cocoa Village Overlay subdistrict. The Cocoa Village Overlay subdistrict is designed to preserve and extend the "Cocoa Village" uses, scale and theme within the Central Business District. Where the regulations of the Cocoa Village Overlay subdistrict are more restrictive than those of the Central Business District, the former shall be controlling. The Cocoa Village Overlay subdistrict (identified by the suffix CVO following the designation CBD) shall be mapped on the official "Zoning Map" of the City of Cocoa.

*** * ***

(C) SPECIAL EXCEPTIONS.

(1) Schools, including public, private, business, technical, vocational and trade but not involving operations of an industrial nature.

(2) Other commercial uses in keeping with the Central Business District character of the district.

(3) Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities.

(4) Security building.

(5) Child- and day-care facilities, preschools.

(6) A bar or lounge, with or without a package store.

(7) Commercial recreation facilities, such as theatres, driving ranges, and bowling alleys, except drive-in theaters.

(8) Repair service establishments, such as household appliances, radio and television and similar uses.

(9) Parking lots and garages, public or private.

(10) Dry cleaning establishments using non-inflammable solvent and cleaning fluids as determined by the fire chief.

(11) Sewer lift stations.

(12) Adult living facilities.

(13) Animal clinics with or without kennels.

(14) Commercial radio and television broadcasting transmitters, towers, and antennae.

(15) Drive-through facilities.

(16) Electronic communication/transmission facilities and exchanges.

(17) General contractors without open storage or display.

(18) Nursing and convalescent homes.

(19) Outdoor arenas, facilities, flea markets, or similar outdoor or indoor/outdoor sales complexes, temporary or permanent race tracks (auto, dog, go-kart, horse, motorcycle).

(20) Package store.

(21) Parks—Public and private,

~~(22) Personal storage.~~

(22~~23~~) Public facilities/uses.

(23~~24~~) Sales office—Temporary.

(24~~25~~) Shopping center.

(25~~26~~) Craft breweries, with or without a bar and/or lounge area as an accessory use, subject to the following:

a. Onsite production shall be limited to beer, only; and

b. No alcohol consumption, other than that associated with a bar and lounge area, shall be permitted on-site; and

c. All materials and supplies related to the brewery operation shall be stored in an enclosed structure.

*** * ***

Sec. 15. - District and intent—C-W, Wholesale Commercial District.

The provisions of this district are intended to apply to an area in close proximity to transportation facilities and which can serve warehousing, distribution, wholesaling and other related functions of the city and region.

(A) PRINCIPAL USES AND STRUCTURES.

(1) All uses allowed in section 12, general commercial district except uses specifically prohibited.

(2) Warehousing and wholesaling in enclosed structures, enclosed refrigerated storage.

(3) Service and repair establishments, dry cleaning; and laundry plants, business services, printing plants, welding shops, taxidermists and similar uses.

(4) Building materials supply and storage, contractor's storage yard, except scrap materials. Outside storage areas shall be effectively walled on all sides to avoid any deleterious effect on adjacent properties.

(5) Automotive, major recreational equipment, mobile home and marine, storage and repair establishments such as body shops, tire recapping, paint shops and the like.

(6) Freight-handling facilities, transportation terminals.

(7) Vocational and trade schools, including those of an industrial nature.

(8) Veterinary hospitals and clinics.

(9) *Reserved.*

(10) Low intensity industrial uses, such as the manufacturing and assembly of various items, which include scientific, electrical, optical and precision instruments or equipment, within an enclosed structure.

(11) Television dish receivers and antennae as regulated by article XIII, section 21, Television dish receivers and antennae.

(12) Electronic communication/transmission facilities and exchanges.

(13) Service stations, subject to the provisions of article XI, section 12, C-G (General Commercial District), subsection (C)(2).

(14) Retail automotive gasoline/fuel sales as an accessory use to convenience stores subject to the following provisions:

a. Access: Convenience stores selling gasoline/fuel shall be located on arterial roadways or on corner lots at intersections of collector roads or roads of higher functional classification (as identified in the City of Cocoa Comprehensive Plan). No driveway or point of access shall be permitted within one hundred (100) feet of an intersection of collector roads or roads of higher functional classification.

b. Minimum street frontage: One hundred fifty (150) feet on each abutting street.

c. Location of facilities: Gasoline/fuel pumps and other service island equipment shall be set back at least twenty (20) feet from all property lines, fifteen (15) feet from any building, and one hundred (100) feet from the nearest residentially zoned land. In addition, pumps and other service island equipment shall not interfere with the safe and orderly movement of traffic in parking and other vehicular use areas.

d. Tank storage: Underground storage is required for all receptacles for combustible materials in excess of two hundred (200) gallons.

(15) Self-Service Storage Facilities subject to the following provisions:

a. Minimum lot area: An area not less than twenty thousand (20,000) square feet having a minimum width of one hundred (100) feet and a minimum depth of two hundred (200) feet.

b. There shall be a minimum of one (1) parking space for the office manager, one (1) parking space for each 600 square feet of office space, one (1) parking space for each 50 storage units, and one (1) parking space for each 5,000 square feet of major recreational equipment storage area.

c. Where a self-service storage facility abuts residentially-zoned property, an opaque fence or wall, at least six (6) feet in height, shall be provided.

d. All lights shall be shielded to focus and direct light onto the uses established, and away from adjacent property or street/roads. The lighting may be of sufficient intensity to discourage vandalism and/or theft.

e. The structure shall not be utilized as a place of business by renters or lessors of space and no local business tax receipt shall be approved where the business operation takes place on the property other than that of the self-service storage facility owner/operator.

f. Outdoor storage of major recreational equipment shall be permitted with the following conditions:

1. Outdoor storage areas shall be screened from view on all sides visible from rights-of-way and adjoining property by either a solid wall or opaque fence at least 10 feet in height or an on-site building. Where such outdoor storage area abuts a right-of-way, the required wall or fence shall be set back a minimum of five (5) feet from the property line and a landscape buffer installed between the property line and the fence. See subsection (g) below on landscaping.

2. Gates in fencing shall be of the same opaque material as the fence. Gates in a wall shall be of an opaque material.

3. Gate width for vehicle entry/exit and interior drive access aisles shall be sized to accommodate the turning radius needed for large vehicles.

4. Outdoor storage of vehicles such as cars or trucks shall not be permitted.

5. Outdoor storage of major recreational equipment exceeding thirteen and one-half (13½) feet in height shall not be permitted.

6. On-site light, minor maintenance and cleaning of any major recreational equipment permitted by this section is allowed. However, the following shall be strictly prohibited: refueling, oil and engine fluid changes,

major restoration, part salvage, major part replacement, engine repair, transmission repair, body repair, and other heavy and major repairs.

7. No major recreational equipment may be stored which is wrecked, being stripped for parts, awaiting salvage or recycling, or inoperable.

8. Major recreational equipment permitted under this section shall not be used as living quarters.

g. Landscaping: A five (5) foot landscape buffer shall be provided along all road right-of-ways and shall consist of trees and high profile shrubs together with suitable ground cover to include native grasses and mulching, where appropriate. Landscaping shall be designed, placed and maintained in such a manner as not to impair vehicle visibility at corner intersections. The landscaping requirements shall conform to article XIV, Landscaping Requirements of the Zoning Code, of the City of Cocoa.

*** * ***

Sec. 19. - District and Intent—M2 Manufacturing and Industrial District.

The provisions of this district are intended to preserve the function of various industrial activities, warehousing and distribution without creating hazards or negatively influencing surrounding land uses. This district shall be located in areas accessible to collector or higher classification roadways and be served by public services and facilities. These districts shall be discouraged from locating next to areas designated for residential or low-intensity commercial uses.

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

(1) Industrial uses, industrial processing, and manufacturing.

(2) Commercial greenhouses.

(3) Schools (industrial and vocational in nature).

(4) Storage facilities (excluding salvage yards), including automobiles, mobile homes, commercial vehicles and heavy equipment, building materials, general, refrigerated, and recreational vehicles pursuant to Appendix A, Article XIII, Sec. 5 of the Code of the City of Cocoa.

~~(5) Personal storage warehouses.~~

(5 ~~6~~) Research facilities:

a. Where the use does not involve:

1) Creation of excessive noise, fumes, dirt; or

2) Damage or interference with other properties.

b. Where all work is done within an enclosed structure.

(6 ~~7~~) Transportation facilities; passenger and/or freight.

(7 ~~8~~) Warehousing and distribution.

(8 ~~9~~) Mobile home repair facilities.

(9 ~~10~~) Contractor's office and storage yard, except scrap materials. Outside storage shall be effectively screened on all sides to avoid any deleterious effect upon adjacent properties and right of ways.

(10 ~~11~~) Sales or rental of new and/or used commercial vehicles and heavy equipment, major recreational equipment, and mobile homes as regulated by Appendix A, Art. XIII, Sec. 28 of the Code of the City of Cocoa.

(11 ~~12~~) Limited commercial uses, as identified in this section, shall be permitted with the following conditions:

a. Commercial uses shall only be located on property having a minimum of one hundred fifty (150) feet of frontage along Grissom Parkway.

b. Commercial uses shall only be located within four hundred (400) feet of Grissom Parkway, as measured from the right-of-way line. All on-site commercial-related improvements, such as retention, parking, loading/unloading, etcetera, shall be contained within this four hundred (400) foot area. Retention areas may be provided outside of the four hundred (400) foot requirement if the proposed commercial use is part of a master planned industrial park with an associated retention system.

c. Commercial uses shall have no outdoor storage or display.

d. Commercial uses shall be limited to:

1. Retail sales of carpet, tile, pool, furniture, construction products or materials sold directly to the end user (builder, installer, or homeowner).

2. Restaurants located within one (1) principal structure, including the sale of beer and wine for on-site consumption only, with a minimum three thousand (3,000) linear feet spacing requirement between restaurant uses as measured between the nearest property lines. This distance requirement shall not apply if the proposed restaurant is part of a master planned industrial park and the restaurant is located within four hundred (400) feet of Grissom Parkway.

3. Business service establishments.

4. Veterinary hospitals, clinics, and animal boarding facilities.

5. Indoor shooting ranges, with ancillary retail sales and restaurant subject to the requirements of subsection (A)(12)(d)2. of this section, shall be permitted with the following conditions:

   a. All firing shall take place within a completely enclosed building.

   b. Site plan applications for the development of an indoor shooting range shall include a plan by a Florida registered engineer demonstrating that the building is soundproof and appropriately designed for such use.

*** * ***

ARTICLE XII. – OFF-STREET PARKING AND LOADING REGULATIONS

*** * ***

Sec. 1. – Off-street parking and loading regulations.

*** * ***

(d) *Requirements for off-street parking.* There shall be provided at the time of the erection of any main building or structure or at the time any main building or structure is enlarged or increased in capacity by adding dwelling units, guests rooms, floor area, seats, or change of use which changes parking generating factors, minimum off-street parking spaces with adequate provisions for ingress or egress in accordance with the following requirements:

*** * ***

(41) *Storage facilities.* One (1) space for every one thousand (1,000) gross square feet of floor area. ~~Mini storage warehouse shall provide one (1) space per twenty (20) storage rental units.~~ Self-service storage facilities shall have one (1) parking space for the office manager, one (1) parking space for each 600 square feet of office space, one (1) parking space for each 50 storage units, and one (1) parking space for each 5,000 square feet of major recreational equipment storage area.

*** * ***

Section 3. **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. **Incorporation Into Code.** This Ordinance shall be incorporated into the City Code for the City of Cocoa, and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

Section 5. **Severability.** If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. **Effective Date.** This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the ___ day of _____, 2020.

_____

Jake Williams Jr., Mayor

ATTEST:

_____

Carie Shealy, City Clerk

Application # **PZ** - _____ - _____

Serving the Community

ZONING ORDINANCE AMENDMENT APPLICATION (TEXT ONLY)

Community Services Department
Planning and Zoning Division
65 Stone Street
Cocoa, Florida 32922

Phone: (321) 433-8535
Fax: (321) 433-8543
Web: http://www.cocoafl.org

This form is divided into steps, which will help you prepare your application, provide supplemental items, and prepare for the Planning & Zoning Board and City Council hearings. A pre-application meeting with Staff is **required**.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Request:** To amend the City Code to permit mini-storage warehouses with outdoor storage by right in the Wholesale Commercial zoning district, and to correct conflicting parking requirements for mini-storage warehouses.

2. **Applicable City Code Section(s):** Part II, Appendix A, Article XI, Sec. 12; Part II, Appendix A, Article XI, Sec. 15; Part II, Appendix A, Article XII, Sec. 1

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

Company (if applicable): CHW

Name: Gerry Dedenbach, AICP

Mailing Address: 11801 Research Drive

City: Alachua State: FL Zip Code: 32615

Phone #: (352) 331-1976 Fax #: _____

Mobile #: _____ E-mail: GerryD@chw-inc.com

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

a. ☒ **Notarized application.**

b. ☒ **Petition.** Complete the Zoning Text Ordinance Amendment petition form. A sample "Petition" form is available from the City.

c. ☒ **Application fee.** Please make checks payable to the 'City of Cocoa' and submit payment **ONLY** to the Community Services Department. Public mail notice and legal advertising fees must also be paid a few weeks after application submittal. See Schedule of Fees, Charges and Expenses for applicable fees.

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

e. [X] **Additional information.** Submit any information that may be helpful in understanding the request. This may include, but limited to, desired ordinance text, examples, photos, sketches, elevations, and letters.

5. **Application filing procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Planning and Zoning Division.

Public hearings process information – please read this!

6. **Dates and locations of public hearings.** All zoning text ordinance amendments require one hearing in front of the Planning & Zoning Board and two hearings in front of the City of Cocoa Council. All regularly scheduled Planning & Zoning Board hearings are held on the second Wednesday of each month at 6:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified. All regularly scheduled City of Cocoa Council meetings are held on the second and fourth Tuesday of each month at 7:00 pm in the Cocoa City Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

7. **Board types.** The Planning & Zoning Board is an advisory board to the City Council and therefore is only authorized to make recommendations. City Council is an authoritative body and is able to make binding decisions.

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

9. **Preparing for the public hearings.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the application request. The City assumes no responsibility or liability relating to the applicant's failure to research and know all applicable laws including, but not limited to state, federal, and city laws, codes, land development regulations, and the comprehensive plan.

10. **Exhibits at public hearings.** If photographs, documents, maps or other materials are provided to the Board/Council as evidence at the public hearing, the applicant must leave those instruments with the Recording Secretary. By law those instruments automatically become part of the public records and cannot be returned to the applicant.

11. **Witnesses at public hearings.** For the purposes of making a decision on the application, the Board/Council shall only consider testimony of qualified witnesses. A witness is determined by the Board/Council and is generally based on:
    a. The witness has personal knowledge of the fact in which the witness will testify; and/or
    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:
        1. *Layman witness*: Testimony of a witness other than an expert witness is qualified only if:
            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.
            - The opinions and inferences do not require any special knowledge, skill experience or training.
        2. *Expert witness*. Testimony of an expert witness is qualified only if:
            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.
            - The witness is adequately qualified to express an opinion on the matter.

12. **Planning & Zoning Board vs. City Council actions.** If the Planning & Zoning Board finds that the facts presented in the matter justify approval, it may recommend to approve the request, or a portion thereof, and it may specify any conditions deemed necessary to preserve the intent of the City of Cocoa Code. If the Board finds that the facts presented do not justify approval, it may recommend to deny the request and will specify the reasons for denial. A decision is usually made at the same meeting that the hearing is held. Regardless of the outcome, the application will be forwarded to the City Council for consideration where a final decision can be made.

13. Signatures and Notarization.

STATE OF Florida COUNTY OF Alachua I, Gerry Dedenbach, AICP being first duly sworn, depose and say that:

☒ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☐ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this application and applicable petition, and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

Gerry Dedenbach
(APPLICANT SIGNATURE)

Kelly Jones Bishop
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of I.D. Produced _____

KELLY JONES BISHOP
Notary Public - State of Florida
Commission # GG 286733
My Comm. Expires Feb 4, 2023
Bonded through National Notary Assn.

Kelly Jones Bishop
(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF ~~BREVARD~~ Alachua

Sworn and subscribed to before me this 3nd day of April, 20 20

FOR OFFICE USE ONLY

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

Receipt Number: _____

Date: _____

Signature from Planning & Zoning Division:

_____

ZONING TEXT ORDINANCE AMENDMENT PETITION

TO: City of Cocoa Council

I, the undersigned, hereby petition the City of Cocoa Council for a zoning text ordinance amendment as specified below:

In order to approve a zoning text ordinance amendment, the Planning & Zoning Board and City Council must consider and study the criteria listed below (as described in Appendix A, Article XXII, Section 1 (G)(2) of the City of Cocoa Code). Please provide your consideration of the following criteria and any pertinent data and evidence that may be useful to the Planning & Zoning Board and City Council.

a. The need and justification for the change.

See justification report, included with this application package.

b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

See justification report, included with this application package.

Gerry Dedenbach

Applicant's Signature

4/3/20

Date

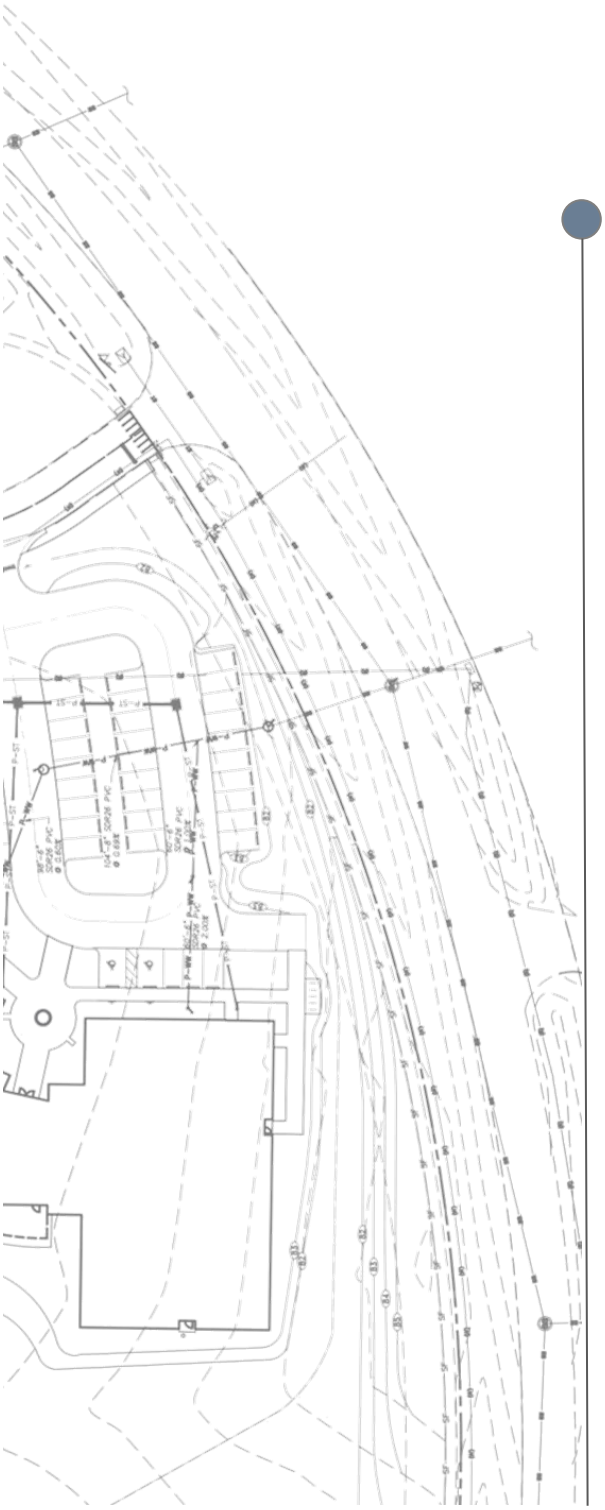
Gerry Dedenbach, AICP

Applicant's Printed Name

If you have any questions please contact the Planning and Zoning Division at (321) 433-8535.

CHW
Professional Consultants

JACKSONVILLE | GAINESVILLE | OCALA
8465 Merchants Way, Suite 102, Jacksonville, FL 32222
11801 Research Drive, Alachua, FL 32615
101 NE 1st Ave., Ocala, FL 34470
WWW.CHW-INC.COM



STORE SPACE COCOA

Zoning Ordinance Text Amendment – Justification Report

April 6th, 2020

Prepared for:
City of Cocoa
Department of Community Services, Planning & Zoning

Prepared on behalf of:
Store Space

Prepared by:
CHW

PN# 19-0514
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1. Executive Summary

To:	Ms. Dorothy Selig, AICP, Planning & Zoning Manager, Department of Community Services
From:	Craig Brashier, AICP, Director of Planning
Date:	April 6th, 2020
Re:	Store Space Cocoa – Zoning Ordinance Text Amendment

Jurisdiction:	**Intent of Application:**
City of Cocoa	Permit mini-storage warehouses by right in C-W zoning district; correct conflicting parking requirements for mini-storage warehouses.

This application seeks to amend Article XI, Sec. 12; Article XI, Sec. 15; and Article XII, Sec. 1, of Part II, Appendix A of the City Code, in order to permit mini-storage warehouses by right in the Wholesale Commercial (C-W) zoning district, and to correct conflicting parking standards for mini-storage warehouses.

Such amendments would enhance the City's C-W zoning district and improve clarity in the City's off-street parking and loading regulations.

The applicant has met all requirements for the text amendment process, including a pre-application meeting with staff, held on March 24th, 2020.

2. Statement of Proposed Change

This Zoning Ordinance Text Amendment application requests to amend Article XI, Sec. 12; Article XI, Sec. 15; and Article XII, Sec. 1, of Part II, Appendix A of the City Code, in order to permit mini-storage warehouses with outdoor storage by right in the Wholesale Commercial (C-W) zoning district, as well as to correct conflicting parking standards for mini-storage warehouses.

Currently, mini-storage warehouses are not permitted by right in the C-W zoning district, though they align with its description and intent, which states that land within the district is meant to serve warehousing, distribution, wholesaling and other related functions of the city and region.

Mini-storage warehouses are permitted by special exception in the General Commercial (C-G) zoning district, with multiple provisions, including a requirement that "there shall be a minimum of five (5) parking spaces and a maximum of ten (10) parking spaces per site." However, in the City's off-street parking and loading regulations, the Code calls for "one (1) space per twenty (20) storage rental units" for mini-storage warehouses. This parking standard is excessive and does not reflect the actual needs of mini-storage warehouse facilities. Mini-storage warehouses, with or without outdoor storage included, need very few parking spaces. Looking at examples of other Store Space facilities across the United States, the Store Space in Sugar Land, Texas, has 6 parking spaces with 975 storage units; the Store Space in Columbus, Georgia, has 4 parking spaces with 660 storage units; and the Store Space in Norfolk, Virginia, has 4 parking spaces with 449 storage units. These examples yield ratios of approximately one parking space per 162 storage units; one parking space per 165 storage units; and one parking space per 112 storage units, respectively.

Other jurisdictions appear to recognize this lack of need. Looking most notably at Brevard County's Land Development Regulations, §62-3206, mini-storage warehouses in Brevard County are required to have a minimum and maximum of five (5) parking spaces, including one ADA accessible parking space, regardless of size.

The parking standard for mini-storage warehouses listed in the off-street parking and loading regulations also conflicts with the parking standards listed in the C-G Zoning District regulations, creating potential uncertainty as to which standard is applicable. Furthermore, having parking requirements in multiple sections of the Code, rather than in one, consolidated section, creates unnecessary confusion and difficulty in deciphering the requirements of development.

This Zoning Ordinance Text Amendment application seeks to allow mini-storage warehouses in the C-W zoning district by right; to remove off-street parking standards from the C-G zoning district section; and to create a uniform, reasonable parking standard for mini-storage warehouses across zoning districts in the City of Cocoa.

Approval of this request serves multiple public benefits. Amendment of the subject sections of City Code will:

1. Expand economic development opportunities by allowing mini-storage warehouses in the C-W zoning district.
2. Enable a more productive use of land by eliminating the regulatory need for excessive parking.
3. Improve accessibility and clarity in the City's parking standards by removing parking standards from the C-G zoning district section and creating uniform parking standards for mini-storage warehouses in the City of Cocoa.

3. Consistency with City of Cocoa Comprehensive Plan

This section identifies specific City of Cocoa Comprehensive Plan Goals, Objectives, and Policies and explains how this Zoning Ordinance Text Amendment application is consistent with each. The Goals, Objectives, and Policies are provided in normal font, and the consistency statements are provided in bold font.

Future Land Use Element

Policy 1.1.2.9: Commercial (COMM). Commercial areas are intended to be areas that serve several neighborhoods, sub-regional and regional areas and provide an array of retail, personal and professional uses. . .

Adding mini-storage warehouse as a permitted use by right in the C-W zoning district, which implements the Commercial land use designation, expands the capability of the C-W zoning district to provide an array of retail, personal, and professional uses.

Objective 1.1.9: Sustainability/Energy Efficiency. The City shall aim at achieving a sustainable/energy efficient environment by minimizing the emission of greenhouse gases and reducing the vehicle miles traveled.

Allowing mini-storage warehouses by right in the C-W zoning district will increase the potential locations for such facilities, thus potentially reducing vehicle miles traveled to access these facilities.

Transportation Element

GOAL 2.1: The City shall provide a safe, efficient, and comprehensive multimodal transportation system available to all residents of and visitors to the City of Cocoa. When possible, these facilities should be developed so as to enhance the City's greenways.

Objective 2.1.3: Mobility Strategies. The City shall develop mobility strategies to reduce the dependency on vehicles, reduce vehicle miles traveled and enhance alternative modes of transportation.

Allowing mini-storage warehouses by right in the C-W zoning district will increase the potential locations for such facilities, thus potentially reducing vehicle miles traveled to access these facilities.

Objective 2.1.15: Parking. The City shall develop parking strategies to support the transportation goals.

Amending the parking standard for mini-storage warehouses to a consolidated, realistic standard supports the City's transportation element Goal 2.1.

Policy 2.1.15.3: The City shall update parking standards to minimize the amount of surface parking through the establishment of maximum parking standards and shared and co-located parking.

The proposed language updates the City's parking standards for mini-storage warehouses to reduce the amount of surface parking required.

4. Relationship to The City of Cocoa Code

The following identifies how this application is consistent with the City of Cocoa Code, Part II of the City's Code of Ordinances. Language from the Code is provided in normal font, and the consistency statements are provided in **bold** font.

Appendix A, Article XXI, Sec. 1
(B) Any amendment to this ordinance other than a district boundary change may be proposed by:
(1) City council.
(2) Planning and zoning board.
(3) Any department or agency of the city.
(4) Any individual, corporation or agency.

This application is being submitted by an authorized agent on behalf of corporation.

(G)(2) Nature and requirements of planning board report. When pertaining to other proposed amendments of this zoning code, the planning board shall consider and study:

a. The need and justification for the change.
b. The relationship of the proposed amendment to the purposes and objectives of the comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this zoning code and other codes, regulations, and actions designed to implement the comprehensive plan.

The need and justification for this change is explained in Section 2 of this report. The relationship of the proposed amendment to the comprehensive plan and other regulations is discussed in Sections 3 and 4 of this report.

Appendix A, Article XI, Sec. 12.
District and intent—C-G, General Commercial District.

(C) Special Exceptions.

(14) Mini-warehouses (storage only), subject to the following provisions:

a. Minimum lot area: An area not less than twenty thousand (20,000) square feet having a minimum width of one hundred (100) feet and a minimum depth of two hundred (200) feet.
b. There shall be a minimum of five (5) parking spaces and a maximum of ten (10) parking spaces per site.

c.	Setbacks:	Front:	Forty (40) feet (includes corner lot side setback).
		Side:	Thirty (30) feet when contiguous to a residential land use classification; fifteen (15) feet when contiguous to any other land use classification.
		Rear:	Thirty (30) feet when contiguous to a residential land use classification; 20 feet when contiguous to any other land use classification.

d. All lights shall be shielded to focus and direct light onto the uses established, and away from adjacent property or streets/roads. The lighting may be of sufficient intensity to discourage vandalism and/or theft. Reference article XIV, Performance Standards, section (f) glare and lighting standards.

e. The structure shall not be utilized as a place of business by renters or lessors of space and no local business tax receipt shall be approved where the business operation takes place on the property other than that of the mini-warehouse owner/operator.
f. There shall be no outside storage.
g. Landscaping: Where property abuts residentially-zoned property a ten (10) foot landscape buffer/screening strip shall be provided. A five (5) foot landscape/screening strip shall be provided along all side and rear lot lines, regardless of zoning on the abutting property. Said buffer and screening strip shall consist of trees and high profile shrubs together with suitable ground cover to include native grasses and mulching, where appropriate. Frontage shall be appropriately landscaped, but shall not be required to perform a buffer or screening function. Landscaping shall be designed, placed and maintained in such a manner as not to impair vehicle visibility at corner intersections. The landscaping requirements shall conform to article XIV, Landscaping Requirements of the Zoning Code, of the City of Cocoa.
h. When application for special exception is submitted, it shall be accompanied by a site plan addressing specific provisions identified herein, and shall be considered binding upon use as a mini-warehouse.

The proposed language of this text amendment application to permit mini-storage warehouses by right in the C-W zoning district takes directly from this existing language, ensuring consistent language across the City Code. The proposed language has been adapted to meet the specific needs of the C-W zoning district, with specific changes including the removal of the prohibition of outside storage, changes to the parking standards, and adjustment of landscaping requirements. See Attachment I for specifically proposed language.

Appendix A, Article XI, Sec. 15.
District and intent—C-W Wholesale Commercial District.

The provisions of this district are intended to apply to an area in close proximity to transportation facilities and which can serve warehousing, distribution, wholesaling and other related functions of the city and region.

The proposed text amendment will further the purpose of the C-W Zoning District, as mini-storage warehouses are a function related to warehousing, distribution, and wholesaling.

(A) PRINCIPAL USES AND STRUCTURES.

(1) All uses allowed in section 12, general commercial district except uses specifically prohibited.

Mini-storage warehouses are allowed in the General Commercial District by special exception. Thus, allowing mini-storage warehouses in the C-W Zoning District technically falls in line with this provision.

Sec. 1. - Off-street parking and loading regulations.

(a) *Intent.* The general intent of this article is to promote the public health, safety, welfare, economic order, aesthetics, and quality of life, but more specifically; To provide standards for the safe ingress/egress to parking areas; to provide for the temporary storage of vehicles on-site for patrons, workers, or residents; to promote a pleasing community appearance; to provide for on-site traffic flow and safety; to provide for the protection of residential areas from visual effects, noise and solar heat or excess stormwater runoff, to protect the value of land and buildings; to improve the optimal utilization of undeveloped and redeveloped tracts of land; and to prevent safety hazards along roadways and provide for free-flowing traffic on streets.

The proposed text amendment helps further the intent of the off-street parking and loading regulations by promoting a pleasing community appearance, protecting the value of land and buildings, and improving the optimal utilization of undeveloped and redeveloped tracts of land. By requiring fewer spaces per rental unit for mini-storage warehouses and fewer spaces per square feet of outdoor storage, less land is required to be devoted to surface parking, thus promoting a pleasing community appearance by reducing the size of surface parking lots, and enabling property owners to more optimally utilize and realize the value of their land.

Attachments

I. Underline-Strikethrough, Proposed Language
   a. Article XI, Sec. 12 – General Commercial District
   b. Article XI, Sec. 15 – Wholesale Commercial District
   c. Article XII, Sec. 1 – Off-street Parking and Loading Regulations
II. Memo, Mini-storage Warehouse Parking Standards from Other Florida Cities and Counties
III. Memo, Parking at Similar Store Space Facilities

Proposed Language

Sec. 12. - District and intent—C-G, General Commercial District.

The provisions of this district are intended to apply to an area intended to be developed and preserved as a major commercial center serving the commercial needs of the community and region. The type of uses and other restrictions are intended to promote adequate protection from conflicts with adjacent residential and other noncommercial uses, and to minimize the interruption of traffic along adjacent thoroughfares.

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

(1) All principal uses and structures allowed in section 10, P-S Professional Services District, and section 11, C-N, Neighborhood Commercial District, except residential uses and child care centers, day nurseries or kindergartens.

(2) Any other retail sales outlet of products sold directly to the consumer.

(3) Wholesaling from sample stocks.

(4) Dry cleaning establishments using noninflammable solvents and cleaning fluids as determined by the fire chief.

(5) Business service establishments.

(6) Commercial recreation structures such as theaters, driving ranges, bowling alleys, and similar uses except drive-in theaters (enclosed structures shall be air conditioned).

(7) Automobile laundry or quick wash.

(8) Liquor stores (retail) and cocktail lounges.

(9) Storage garage, public and private automobile parking.

(10) Repair service establishments such as household appliances, radio and television and similar uses.

(11) New and used automotive vehicles and agricultural equipment and mobile home sales and/or rentals with accessory uses subject to design standards provided in appendix A, article XIII, section 28 of the City Code.

(12) Professional business schools, vocational and trade schools, not involving operations of an industrial nature.

(13) Printing, bookbinding, lithography and publishing establishments, blueprinting, photostating.

(14) Package store, beer and wine.

(15) Hotels and motels with no more than fifty (50) units per gross residential acre and with a minimum living area per dwelling unit of no less than three hundred (300) square feet.

(16) Retail automotive gasoline/fuel sales as an accessory use to convenience stores, subject to the following provisions:

a. Access: Convenience stores selling gasoline/fuel shall be located on arterial roadways or on corner lots at intersections of collector roads or roads of higher functional classification (as identified in the City of Cocoa Comprehensive Plan). No driveway or point of access shall be permitted within one hundred (100) feet of an intersection of collector roads or roads of higher functional classification.

b. Minimum street frontage: One hundred fifty (150) feet on each abutting street.

c. Location of facilities: Gasoline/fuel pumps and other service island equipment shall be set back at least twenty (20) feet from all property lines, fifteen (15) feet from any building, and one hundred (100) feet from the nearest residentially zoned land. In addition, pumps and other service island equipment shall not interfere with the safe and orderly movement of traffic in parking and other vehicular use areas.

d. Tank storage: Underground storage is required for all receptacles for combustible materials in excess of two hundred (200) gallons.

(B) ACCESSORY USES AND STRUCTURES,

(1) Customary accessory uses clearly incidental and subordinate to the principal use and in keeping with the intense commercial character of the district.

(C) SPECIAL EXCEPTIONS.

(1) Automotive repair establishments when conducted entirely within an enclosed structure.

(2) Service stations and car wash establishments, subject to the following provisions:

a. Minimum lot size: Ten thousand (10,000) square feet.

b. Minimum floor area: Three hundred (300) square feet exclusive of interior servicing area.

c. Height: Twenty-five (25) feet.

d. Setbacks other than required elsewhere in this district: 1) Gasoline pumps and other service island equipment: Twenty (20) feet from property line; 2) Building or other structure: Fifteen (15) feet each side.

e. Tank storage: Underground storage required for all receptacles for combustible materials in excess of two hundred (200) gallons.

f. A visual screen meeting the specifications of article XIII, section 5, Visual screens, Supplementary District Regulations, shall be provided along the rear and the length of the sides of the site.

(3) Commercial recreation structures such as theaters, driving ranges, and bowling alleys, except drive-in theaters.

(4) Telecommunications towers and antennas pursuant to article XIII, section 26.

(5) Passenger transportation terminals with subordinate freight facilities.

(6) Sewer lift stations.

(7) Any other use in keeping with the intent of the district.

(8) Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities.

(9) Mortuaries and funeral homes.

(10) Security mobile home or facility located upon public or private property.

(11) Child care centers, day nurseries or kindergartens.

(12) Half-way houses.

(13) A bar or lounge, with or without a package store, or a package store.

(14) Mini-warehouses (storage only), subject to the following provisions:

a. Minimum lot area: An area not less than twenty thousand (20,000) square feet having a minimum width of one hundred (100) feet and a minimum depth of two hundred (200) feet.

~~b. There shall be a minimum of five (5) parking spaces and a maximum of ten (10) parking spaces per site.~~

b~~c~~.	Setbacks:	Front:	Forty (40) feet (includes corner lot side setback).
		Side:	Thirty (30) feet when contiguous to a residential land use classification; fifteen (15) feet when contiguous to any other land use classification.
		Rear:	Thirty (30) feet when contiguous to a residential land use classification; 20 feet when contiguous to any other land use classification.

c~~d~~. All lights shall be shielded to focus and direct light onto the uses established, and away from adjacent property or streets/roads. The lighting may be of sufficient intensity to discourage vandalism and/or theft. Reference article XIV, Performance Standards, section (f) glare and lighting standards.

d~~e~~. The structure shall not be utilized as a place of business by renters or lessors of space and no local business tax receipt shall be approved where the business operation takes place on the property other than that of the mini-warehouse owner/operator.

e~~f~~. There shall be no outside storage.

f~~g~~. Landscaping: Where property abuts residentially-zoned property a ten (10) foot landscape buffer/screening strip shall be provided. A five (5) foot landscape/screening strip shall be provided along all side and rear lot lines, regardless of zoning on the abutting property. Said buffer and screening strip shall consist of trees and high profile shrubs together with suitable ground cover to include native grasses and mulching, where appropriate. Frontage shall be appropriately landscaped, but shall not be required to perform a buffer or screening function. Landscaping shall be designed, placed and maintained in such a manner as not to impair vehicle visibility at corner intersections. The landscaping requirements shall conform to article XIV, Landscaping Requirements of the Zoning Code, of the City of Cocoa.

g~~h~~. When application for special exception is submitted, it shall be accompanied by a site plan addressing specific provisions identified herein, and shall be considered binding upon use as a mini-warehouse.

(15) Television dish receivers and antennae as regulated by article XIII, section 21, Television dish receivers and antennae.

(16) Electronic communication/transmission facilities and exchanges.

(D) PROHIBITED USES AND STRUCTURES.

(1) Manufacturing activities, freight transportation terminals, storage, warehousing and other activities of a similar nature.

(2) All uses not specifically or provisionally permitted herein, any use not in keeping with the commercial character of the district.

(E) BULK REGULATIONS.

Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Maximum Lot Coverage	Minimum Floor Area	Maximum Height
7,500 sq. ft.	75 ft.	100 ft.	50%	300 sq. ft.	66 ft.

(F) MINIMUM YARD REQUIREMENTS.

Front setback —Twenty-five (25) feet.

Side interior lot setback —None, except where the use borders a district requiring setbacks, said setbacks shall also apply in this district along the abutting property line.

Side corner lot setback —Twenty (20) feet.

Rear setback —Twenty (20) feet, fifteen (15) feet when abutting an alley.

Sec. 15. - District and intent—C-W, Wholesale Commercial District.

The provisions of this district are intended to apply to an area in close proximity to transportation facilities and which can serve warehousing, distribution, wholesaling and other related functions of the city and region.

(A) PRINCIPAL USES AND STRUCTURES.

(1) All uses allowed in section 12, general commercial district except uses specifically prohibited.

(2) Warehousing and wholesaling in enclosed structures, enclosed refrigerated storage.

(3) Service and repair establishments, dry cleaning; and laundry plants, business services, printing plants, welding shops, taxidermists and similar uses.

(4) Building materials supply and storage, contractor's storage yard, except scrap materials. Outside storage areas shall be effectively walled on all sides to avoid any deleterious effect on adjacent properties.

(5) Automotive, major recreational equipment, mobile home and marine, storage and repair establishments such as body shops, tire recapping, paint shops and the like.

(6) Freight-handling facilities, transportation terminals.

(7) Vocational and trade schools, including those of an industrial nature.

(8) Veterinary hospitals and clinics.

(9) *Reserved.*

(10) Low intensity industrial uses, such as the manufacturing and assembly of various items, which include scientific, electrical, optical and precision instruments or equipment, within an enclosed structure.

(11) Television dish receivers and antennae as regulated by article XIII, section 21, Television dish receivers and antennae.

(12) Electronic communication/transmission facilities and exchanges.

(13) Service stations, subject to the provisions of article XI, section 12, C-G (General Commercial District), subsection (C)(2).

(14) Retail automotive gasoline/fuel sales as an accessory use to convenience stores subject to the following provisions:

a. Access: Convenience stores selling gasoline/fuel shall be located on arterial roadways or on corner lots at intersections of collector roads or roads of higher functional classification (as identified in the City of Cocoa Comprehensive Plan). No driveway or point of access shall be permitted within one hundred (100) feet of an intersection of collector roads or roads of higher functional classification.

b. Minimum street frontage: One hundred fifty (150) feet on each abutting street.

c. Location of facilities: Gasoline/fuel pumps and other service island equipment shall be set back at least twenty (20) feet from all property lines, fifteen (15) feet from any building, and one hundred (100) feet from the nearest residentially zoned land. In addition, pumps and other service island equipment shall not interfere with the safe and orderly movement of traffic in parking and other vehicular use areas.

d. Tank storage: Underground storage is required for all receptacles for combustible materials in excess of two hundred (200) gallons.

(15) Mini-warehouses (storage only), subject to the following provisions:

a. Minimum lot area: An area not less than twenty thousand (20,000) square feet having a minimum width of one hundred (100) feet and a minimum depth of two hundred (200) feet.

b. All lights shall be shielded to focus and direct light onto the uses established, and away from adjacent property or streets/roads. The lighting may be of sufficient intensity to discourage vandalism and/or theft. Reference article XIV, Performance Standards, section (f) glare and lighting standards.

c. The structure shall not be utilized as a place of business by renters or lessors of space and no local business tax receipt shall be approved where the business operation takes place on the property other than that of the mini-warehouse owner/operator.

d. Landscaping: a five (5) foot landscaping buffer shall be required along all rights-of-way. Said buffer shall consist of trees and high profile shrubs together with suitable ground cover to include native grasses and mulching, where appropriate. Frontage shall be appropriately landscaped, but shall not be required to perform a buffer or screening function. Landscaping shall be designed, placed and maintained in such a manner as not to impair vehicle visibility at corner intersections. The landscaping requirements shall conform to article XIV, Landscaping Requirements of the Zoning Code, of the City of Cocoa.

e. Outdoor storage shall be permitted with mini-warehouses, subject to the following provisions:

i. Screening: outdoor storage shall be screened by a six (6) foot fence with a minimum 50% opacity.

ii. Outdoor storage areas shall have access aisles sufficiently wide to accommodate vehicle turning radii.

iii. Vehicles permitted within the outdoor storage area shall include boats, recreational vehicles (RVs), food trucks, food carts, open trailers, closed trailers, operable automobiles, and other similar uses.

(B) ACCESSORY USES AND STRUCTURES.

(1) Customary accessory uses clearly incidental and subordinate to the principal use and in keeping with the character of the district.

(C) SPECIAL EXCEPTIONS.

(1) Planned industrial development on a minimum sized parcel of five (5) acres, subject to the conditions set forth in article XIII, section 3, Supplementary District Regulations.

(2) Any other use in keeping with the character of the district.

(3) Churches, rectories, parish houses, temples, synagogues, and associated buildings, including educational and recreational facilities.

(4) Mortuaries and funeral homes.

(5) Security mobile home or facility located upon public or private property.

(6) Half-way houses.

(7) Telecommunication towers and antennas, pursuant to article XIII, section 26.

(D) PROHIBITED USES AND STRUCTURES.

(1) Residential uses including hotels and motels.

(2) Automobile wrecking yards, junkyards, scrap and salvage yards for secondhand building material.

(3) Any use deemed objectionable by the standards established in Article XIV, Performance Standards.

(4) Any other use not specifically or provisionally permitted herein.

(E) BULK REGULATIONS.

Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Maximum Lot Coverage	Minimum Floor Area	Maximum Height
6,000 sq. ft.	60 ft.	100 ft.	100% except for required yards parking and loading space	300 sq. ft.	40 ft.

(F) MINIMUM YARD REQUIREMENTS.

Front setback —Twenty (20) feet.

Side interior setback —None.

Side corner lot setback —None except where a use borders a district requiring setbacks, said setbacks shall also apply in this district along the abutting property line.

Rear setback —Ten (10) feet when abutting an alley.

Sec. 1. - Off-street parking and loading regulations.

(a) *Intent.* The general intent of this article is to promote the public health, safety, welfare, economic order, aesthetics, and quality of life, but more specifically; To provide standards for the safe ingress/egress to parking areas; to provide for the temporary storage of vehicles on-site for patrons, workers, or residents; to promote a pleasing community appearance; to provide for on-site traffic flow and safety; to provide for the protection of residential areas from visual effects, noise and solar heat or excess stormwater runoff, to protect the value of land and buildings; to improve the optimal utilization of undeveloped and redeveloped tracts of land; and to prevent safety hazards along roadways and provide for free-flowing traffic on streets.

(b) *Applicability.* This article and the design standards set forth herein shall apply to all new development and redevelopment within the City of Cocoa.

(c) *Definitions.*

(1) *Off-street parking.* A minimum rectangular parking area measuring ten (10) feet by twenty (20) feet, exclusive of access drives and aisles. The length of a space can be reduced to eighteen (18) feet if the space abuts a grass landscape strip measuring at least five (5) feet wide or a sidewalk measuring at least six (6) feet wide. Parallel curb parking spaces shall measure a minimum of nine (9) feet by twenty-two (22) feet. Compact parking spaces shall measure a minimum eight and one-half (8½) by sixteen (16) feet. Compact parking spaces may comprise up to twenty-five percent (25%) of the total provided parking spaces.

Motorcycle parking may comprise up to five percent (5%) of the total required parking spaces. Motorcycle parking spaces shall measure a minimum of four (4) feet by nine (9) feet. An equivalency factor of one (1) automobile space to four (4) motorcycle spaces shall be utilized in calculating the total permitted motorcycle spaces. Motorcycle parking spaces may be situated in tandem. A tandem space shall mean a space where one (1) motorcycle is parked behind another. No more than two (2) motorcycle spaces shall be in tandem.

(2) *Parking garage.* A parking garage is any structure that consists of a building structure used for parking of vehicles on one (1) or more levels.

(3) *Parking lot.* A parking lot is a designated area used for the parking of vehicles for a specific business, industry, service facility, residential complex, mixed use building or activity center. Parking lots shall be constructed on property other than public rights-of-way.

(4) *Parking space, off-street.* An off-street parking space is a minimum paved area used for the parking of a single vehicle, exclusive of access drives or aisles. Truck loading and unloading space shall not be included in such area.

(5) RV/ trailer parking space. A parking space designed to accommodate a recreational vehicle (motorhome, fifth wheel, camper, pop-up, boat or other water craft on a trailer, etc.) by itself or with a towing vehicle and measuring at least ten (10) feet by forty (40) feet long.

(6) Paved surface. A paved surface is a hard surface consisting of concrete, bituminous asphalt, or similar surfacing material as approved by the city engineer.

(7) Stacking space. An area of ten (10) feet by twenty (20) feet minimum to allow for vehicles waiting for service.

(d) *Requirements for off-street parking.* There shall be provided at the time of the erection of any main building or structure or at the time any main building or structure is enlarged or increased in capacity by adding dwelling units, guests rooms, floor area, seats, or change of use which changes parking generating factors, minimum off-street parking spaces with adequate provisions for ingress or egress in accordance with the following requirements:

(1) *Adult congregate living facilities (ACLF)* One (1) space for each employee on the largest working shift plus two (2) spaces for each three (3) living units. An intermediate care ACLF shall provide parking as required for a nursing home.

(2) *Art galleries.* One (1) space per five hundred (500) square feet of gross floor area.

(3) ATMs (automatic teller machine). One (1) parking spaces plus one (1) handicapped parking space per walk-up ATM not provided as an accessory use.

(4) *Auditoriums or other places of assembly.* One (1) space for each two (2) seats of seating places or one (1) space for each sixty (60) square feet of floor area in the total main assembly hall, whichever is greater. One-half (½) of total parking area must be paved; the other half may be hard stabilized surface with grass, curbing, and landscaping.

(5) *Automotive impounding yards.* One (1) customer parking space per ten (10) impounded vehicle storage spaces, plus one (1) space per employee.

(6) *Automotive service stations, automotive repair facilities, truck stops/large vehicle services stations and automotive body shops.* Two (2) spaces for each service bay and one (1) space for each employee per maximum shift. Service bays shall not be counted as a parking space towards this requirement.

(7) *Bakeries—Retail.* One (1) space per six hundred (600) square feet of gross floor area.

(8) Beauty salons, barber shops, nail salons, tattoo parlors, massage and day spas. Two (2) spaces per station.

(9) *Bed and breakfasts.* One (1) space for each guest room plus two (2) spaces for the residence.

(10) *Business, retail or commercial building.* One (1) space for each six hundred (600) square feet of gross floor area excluding storage area, and subject to section (d)(4~~8~~7), parking area ratio.

(11) *Carwash establishments.* When associated with a gas station or convenience store, one (1) parking space per wash unit or bay and one (1) space per vacuum shall be required; an automatic, independent carwash establishment shall provide the following parking spaces: Two (2) spaces per automated wash facility, plus one (1) space per employee on the largest working shift and one (1) space per vacuum. A self-service carwash (coin-operated type) shall provide the following parking spaces: One (1) space per vacuum, one (1) space per bay, plus one (1) parking space per employee. Wash bays shall not be counted as parking spaces. Plus two (2) stacking spaces per wash bay.

(12) *Adult/Child care centers (day care).* One (1) employee space for each three hundred (300) square feet of gross floor area, plus a minimum of two (2) drop-off spaces per one thousand (1,000) square feet of floor area.

(13) *Places of worship.* One (1) space per four (4) seats or seating places, or one (1) space per each one hundred fifty (150) square feet of floor area in the main assembly hall, whichever is greater. One-half (½) of the total parking area must be paved; the other half may be a hard, stabilized surface with grass.

(14) *Clubs and lodges.* One (1) parking space for each three (3) seats or seating places, or one (1) space for each one hundred (100) square feet of floor area of the largest area of assembly within the building, whichever is greater. One-half (½) of total parking area must be paved; the other half may be hard, stabilized surface with grass.

(15) *Bars, nightclubs and cocktail lounges.* One (1) space for each one hundred (100) square feet of floor area excluding accessory storage area.

(16) *Communications broadcasting studios/facilities.* One (1) space per six hundred (600) square feet of gross floor area, excluding storage areas.

(17) *Community center buildings.* One (1) space per three hundred (300) square feet of gross floor area, plus one (1) bicycle space per one thousand (1,000) square feet of floor area.

(18) *Convenience stores.* One (1) space per five hundred (500) gross square feet plus two (2) employee spaces. When associated with a service station, pump island spaces may count up to twenty-five percent (25%) of the motor vehicle parking requirement.

(19) *Domestic violence shelters.* One (1) parking space shall be provided for each six hundred (600) square feet of living area, plus one (1) space per employee on the largest working shift.

(20) *Education facilities.* Faculty and staff: one (1) space for each member; high schools - one (1) space for every ten (10) students above grade ten (10); Vocational schools - one (1) space for every two (2) students; community colleges - one (1) space for every two (2) students.

(21) *Financial institutions and brokerage houses.* One (1) space per each six hundred (600) square feet of gross floor area, excluding storage areas, and subject to section (d)(4~~8~~7), parking area ratio.

(22) *Funeral homes and mortuaries.* One (1) space for each three (3) seats or seating places excluding areas needed for funeral vehicles. One-half (½) of the total parking area must be paved, the other half may be hard surface with grass.

(23) *Furniture, carpet and major appliance stores.* One (1) space for each eight hundred (800) square feet of gross floor area.

(24) *Homeless shelter facilities.* One (1) space for each employee on the largest working shift plus one (1) space per thirty (30) persons sheltered.

(25) *Hospitals.* (1) space for each two (2) patient beds, plus one (1) space for every one and one-half (1½) employees on the largest working shift, one (1) space per doctor on the largest working shift, and two (2) spaces for emergency room bed. Employee parking must be available for each shift at least sixty (60) minutes prior to the beginning of the shift.

(26) *Hotels, motels and rooming houses.* One (1) space for each sleeping unit plus one (1) space for the owner or manager, and one (1) space for each three (3) employees. If restaurant facilities or cocktail lounges are included fifty percent (50%) of the required parking for a restaurant shall be provided.

(27) *Libraries and museums.* One (1) space per each eight hundred (800) square feet of gross floor area.

(28) *Manufacturing industrial uses and industrial assemblies.* One (1) space for each two (2) employees on the largest working shift, plus one (1) space for each company vehicle.

(29) Marinas (commercial). One (1) space for each two (2) slips in wet storage, one (1) space for each four (4) spaces in dry storage, and one (1) space for each five hundred (500) square feet of sales area.

(30) Medical and dental clinics, doctor and dentist offices, animal hospitals or veterinary clinics. One (1) space per each two hundred fifty (250) square feet of building area excluding accessory storage, and subject to section (d)(4~~8~~7), parking area ratio.

(31) *Mini-storage warehouses.* A minimum of one (1) space per one hundred fifty (150) storage rental units and one (1) space per five thousand (5,000) gross square feet of outdoor storage area.

(3~~2~~1) Mixed-use buildings. See section 1~~2~~(d)(3~~9~~8), residential uses.

(3~~3~~2) Motor vehicle sales (car, trucks, boats). One (1) space per five hundred (500) square feet of enclosed floor space; one (1) space per two thousand (2,000) square feet of outdoor display area; one and one-half (1½) spaces per employee; and one and one-half (1½) spaces per service bay. The required employee parking space must be identified as "employee parking only."

(3~~4~~3) Nursing and convalescent homes and sanitariums. One (1) space for each three (3) beds, plus one (1) space for every one and one-half (1½) employees on the largest working shift, exclusive of spaces required for doctors (doctor spaces shall be provided in accordance with subsection (30) above.

(354) Office and professional buildings and studios. One (1) space for each six hundred (600) square feet of gross floor area excluding accessory storage area, and subject to section (d)(48), parking area ratio.

(365) Police/fire stations. One (1) space per employee on the largest working shift, plus two (2) additional spaces for the public.

(376) Recovery homes/halfway houses. One (1) space per employee on the largest working shift plus one (1) space per four (4) on-site clients or bed spaces. If clients are not permitted to have vehicles on site, one (1) space per six hundred (600) square feet of gross floor area is required in addition to employee parking.

(387) Recreation centers/facilities. If the proposed recreational use includes stadium/bleacher seating, there shall be one (1) space per four (4) spectator seats required in addition to the required parking set forth in this subsection below. One (1) seat equals two and one-half (2½) feet of bench length.

a. Health clubs, gymnasiums or other recreational facilities. The cumulative total of each of the following:

1. One (1) space per three hundred (300) square feet of gross floor area;
2. One (1) space per two (2) employees on the largest working shift;
3. One (1) space per three (3) seats in a lounge or restaurant area;
4. Five (5) spaces per racquetball/handball court;
5. One and one-half (1½) per nautilus machine;
6. Additional parking must be provided for other uses if listed below.

b. *Tennis courts.* Two (2) spaces per court.

c. *Tournament tennis stadiums.* One (1) space per four (4) spectator seats.

d. *Batting cages.* One (1) space per cage.

e. *Go-cart tracks.* Ten (10) spaces per track.

f. *Miniature golf.* Twelve (12) spaces per course plus one (1) per employee on the largest working shift.

g. *Baseball/softball fields.* Ten (10) spaces per field, plus one (1) space per four (4) spectator seats (one (1) seat equals two and one-half (2½) feet of bench length).

h. *Swimming pools.* One (1) space per forty (40) square feet of swimming pool surface area.

i. *Volleyball courts.* Ten (10) spaces per court.

j. *Shuffleboard courts.* Two (2) spaces per court.

k. *Gymnasiums.* One (1) space per three (3) seats.

l. *Golf courses.* Forty-five (45) spaces per nine (9) holes.

m. *Golf driving ranges (as a primary use).* One (1) space per tee box.

n. *Watercraft launch facilities.* Five (5) trailer parking spaces per launch site.

o. *Active park areas.* Four (4) spaces per acre up to ten (10) acres, two (2) spaces per acre from ten (10) to fifty (50) acres, one (1) space per acre for every acre over fifty (50) acres.

p. *Passive park areas.* One (1) space per acre up to ten (10) acres, one (1) space per every five (5) acres thereafter.

q. *Recreation buildings.* One (1) space per five hundred (500) square feet of gross floor area.

r. *Football/soccer field not associated with a stadium.* Forty (40) spaces of which one-half (½) must be paved and the other one-half (½) may be hard surfaced with grass, curbing and landscaping.

s. *Stadiums.* One (1) space per each three (3) seats.

(3~~9~~8) *Residential uses.*

a. Single-family: Two (2) spaces per dwelling unit.

b. Duplex: Two (2) spaces per dwelling unit.

c. Townhouse: Two (2) spaces per dwelling unit; for townhouse developments with shared or common parking - one and one-half (1½) spaces per dwelling unit.

d. Multi-family:

i. Efficiency unit - One (1) space per dwelling unit.

ii. One (1) bedroom unit - One and one-half (1½) spaces per dwelling unit.

iii. Two (2) or more bedroom unit - Two (2) spaces per dwelling unit.

e. Mixed-use buildings with a multi-family residential component: One and one-half (1½) spaces per dwelling unit plus the number of spaces required by this subsection (d) based on the non-residential use. The non-residential component of a mixed-use building may provide up to fifty percent (50%) of the required parking off-site. Off-site parking spaces shall be within five hundred (500) feet of the mixed-use building. On-street parking may be used in providing off-site parking spaces within the Central Business District Zoning District with approval of the community development director.

f. Multi-family in Cocoa Village Overlay: One (1) space per dwelling unit. Multi-family developments with twenty (20) units or more shall provide an additional ten percent (10%) parking spaces for guests.

(40~~39~~) *Restaurants.* Free-standing, traditional restaurants shall provide One (1) space per each three (3) seats or seating places. Traditional restaurants within a multi-use or mixed-use building shall provide one (1) space per each four (4) seats or seating places; one (1) space per employee on the largest working shift. Restaurants with no seating shall provide one (1) space per employee on the largest working shift. If a pickup area is provided, three (3) additional spaces shall be provided. Fast-food restaurants shall provide one (1) space per two hundred(200) square feet, plus five (5) stacking spaces for drive-through. Traditional and fast-food restaurants shall be subject to section (d)(4~~8~~7), parking area ratio.

Open-air seating shall be calculated at 50% of the above rates. Approved sidewalk cafes located on public right-of-way are exempt from parking requirements.

(41~~0~~) *RV parks.* One (1) space for each RV unit and one and one-half (11/2) parking spaces per site with at least one (1) parking space other than the RV space at the site.

(42~~1~~) *Storage facilities.* One (1) space for every one thousand (1,000) gross square feet of floor area. See also ~~M~~mini storage warehouse, paragraph (d)(31) of this same section. ~~shall provide one (1) space per twenty (20) storage rental units.~~

(43~~2~~) *Theaters.* One (1) space per three (3) seats, plus one (1) space for each employee for the maximum shift.

(44~~3~~) *Warehouse and packing facilities.* One (1) space per one thousand two hundred (1,200) square feet of gross floor area, one (1) space per each two (2) employees on the largest working shift, one (1) space for each company vehicle.

(45~~4~~) *Parking uses not listed.* The following standards shall apply when no specific parking space standards or similar requirements pertaining to parking is available concerning the use of property/building:

a. Where a specific use is not listed, the parking requirements of a similar use shall apply. The community development director shall determine the required parking upon submittal of a developmental plan indicating the proposed uses(s).

b. Where there is no use of a similar nature as determined by the planning and zoning administrator, the community development director shall determine the required parking necessary, after considering all the parking generating factors involved for the use.

(4~~5~~) *Central Business District including the Cocoa Village Overlay.* The Central Business District, as defined in the City of Cocoa Code, shall have the following special parking requirements:

a. Whenever there is a change of use or use intensity which changes parking generating factors in a building existing as of August 10, 2004 and the gross floor area of the existing building remains unchanged, no additional parking or loading spaces will be required; however, increases in residential dwelling units shall meet the parking requirements outlined above for specific uses.

b. The demolition or removal of a building existing as of August 10, 2004 and replacement of that building without the provision of additional parking will be permitted as long as the new building does not eliminate any existing parking or loading spaces and the square footage is increased by no more than one hundred (100) square feet over the original building square footage.

c. When there is an increase of the gross floor area of a building existing as of August 10, 2004 by more than one-hundred (100) square feet or construction of a new building having a greater gross floor area, then parking and loading spaces shall meet the parking requirements outlined above for specific uses.

(4~~6~~) *Handicapped parking.*

a. Required parking. Parking spaces for the physically handicapped shall be located as close as possible to walkways and entrances. Signs and pavement striping and marking shall be provided, indicating the handicap parking spaces(s). Handicap parking spaces shall be provided according to the table below. All parking spaces, ramps, and sidewalks shall be designed in conformance with Florida Statutes, Chapter 316.

Total Parking in Lot	Required Number of Accessible Spaces
Up to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 159	5
160 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1,000	2% of total
Over 1,000	20 plus 1 for each 100 over 1,000

b. If five (5) or fewer regular parking spaces are required, then the required handicapped accessible parking space shall be in addition to the amount of required parking spaces. If more than five (5) parking spaces are required, then the required number of accessible parking spaces shall be inclusive in the total number of required parking spaces.

c. Additional accessible parking spaces shall be required for facilities that provide medical care and other services for persons with mobility impairments in accordance with state and federal "Americans with Disabilities Act" standards.

(48~~7~~) *Parking area ratio (P.A.R.).* The maximum site area that may be dedicated to parking spaces and associated drive aisles for the uses set forth in the table below shall be limited to the identified P.A.R. ratio based on the building square footage and according to the following formula:

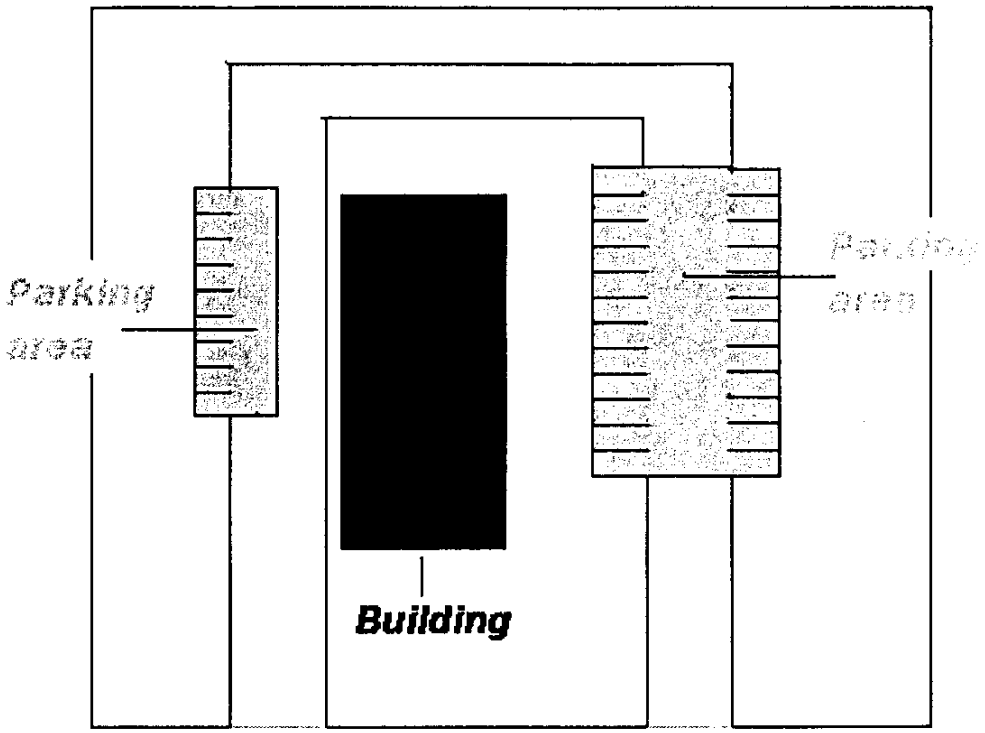
Formula: Square footage of use × P.A.R. = Total area permitted to be dedicated to parking spaces and drive aisles.

Only drive aisles abutting parking spaces shall count towards maximum area. Drivethru aisles and stacking spaces shall not count towards maximum area. (See illustration below.)

Proposed parking areas in excess of the P.A.R. shall be of a hard stabilized pervious or semi-pervious surface approved by the city engineer and community development director.

Use	P.A.R.
Business, retail or commercial buildings	1.0
Financial institutions and brokerage houses	1.0
Medical and dental clinics, doctor and dentist offices, animal hospitals or veterinary clinics	1.0
Office and professional buildings and studios	1.0
Restaurant (traditional)	5.0
Restaurant (fast-food)	3.0

Parking Area Ratio (P.A.R.) Illustration



Areas in grey would be subject to P.A.R. calculations.

(4~~9~~8) *Bicycle parking.*

(a) Bicycle parking areas shall consist of a rack or other facility that shall:

(1) Be designed to allow each bicycle to be supported by its frame;

(2) Be designed to allow the frame and wheels of each bicycle to be secured against theft;

(3) Be designed to avoid damage to the bicycles;

(4) Be anchored to resist removal and solidly constructed to resist damage by rust, corrosion, and vandalism;

(5) Accommodate a range of bicycle shapes and sizes and to facilitate easy locking without interfering with adjacent bicycles;

(6) Be located to prevent damage to bicycles by cars;

(7) Be consistent with the surroundings in color and design and be incorporated whenever possible into building or street furniture design;

(8) Be located in convenient, highly-visible, active, well-lighted areas;

(9) Be located so as not to interfere with pedestrian movements;

(10) Be located as near the principal entrance of the building as practicable;

(11) Be located so as to conveniently access the pedestrian system.

(b) Except as required for the uses in the table below, one (1) designated bicycle parking area with bike rack shall be provided for every ten thousand (10,000) square feet of commercial or office building space. Each bike rack shall be designed to provide parking for at least five (5) bicycles at one time.

Use	Bicycle parking required
Community centers	Bike rack parking equal to 10% of required car spaces
Convenience stores	1 bike rack per store
Homeless shelters	1 bike rack per 5 beds or living units
Hospitals	1 bike rack per 50 beds
Multi-family housing and mixed use buildings	Bike rack parking equal to 10% of required car spaces
Recreation uses:	
Batting cages	1 bike rack per 10 cages
Baseball/softball	1 bike rack per 2 fields
Basketball	1 bike rack per 2 courts
Football/soccer	1 bike rack per 2 fields
Passive park	1 bike rack per 10 acres
Swimming pool	1 bike rack per 1,000 square feet of swimming pool area
Stadiums/arenas	Bike rack parking equal to 1% of required car spaces
Tennis	1 bike rack per 4 courts
Volleyball	1 bike rack per 2 courts
Schools:	
Elementary school	Bike rack parking equal to 25% of required car spaces
Middle school	Bike rack parking equal to 10% of required car spaces
High school	Bike rack parking equal to 10% of required car spaces
Adult/vocational	Bike rack parking equal to 5% of required car spaces

MEMORANDUM

Store Space Cocoa Text Amendment

19-0514

CHW Professional Consultants

To: Dodie Selig, AICP, Planning & Zoning Manager, City of Cocoa Community Services

From: Craig Brashier, AICP, Director of Planning

Date: March 6th, 2020

RE: Mini-storage Warehouse Parking Standards from Other Florida Cities and Counties

The purpose of this memorandum is to provide examples of parking standards for mini-storage warehouses from other cities and counties in Florida.

Location	Reference	Standard
Brevard County	LDR §62-3206.(21)	Mini warehouses: A self-storage mini warehouse as defined in the county zoning code shall have a minimum and a maximum of five parking spaces, including one accessible parking space, regardless of size. A minimum 24-foot driveway aisle shall be provided contiguously along any side of the mini-warehouse containing the access points or doors to the individual storage areas.
City of Gainesville, Alachua County	LDC §30-7.5	Mini-warehousing, self storage: Required vehicle spaces: 5, or 1 for manager's area(s), plus 1 per 200 bays, whichever is greater. Required bicycle spaces: 5%
City of Tampa, Hillsborough County	§27-283.7	Warehouse, mini: 1 parking space per employee on largest shift
City of Jacksonville, Duval County	Zoning Code §656.604.(g)	*Industrial, wholesale, warehouse, storage and similar uses:* One space per 2,000 square feet of gross floor area. However, the parking ratios for the Off-Street Parking Overlay, under Section 656.361.16 shall be calculated based upon one space for each 5,000 square feet of gross floor area, or one per employee on the peak shift, whichever is greater.
City of St. Petersburg, Pinellas County	LDR §16.10.020.1	Storage, Self / Mini Warehouse Traditional tier: Office area: 1 parking space per 400 sf gross floor area; Storage area: 1 parking space per 100 storage bays or units; Loading area required Suburban Tier: Office area: 1 parking space per 300 sf gross floor area; Storage area: 1 parking space per 50 storage bays or units; Loading area required Downtown: Office area: 1 parking space per 500 sf gross floor area; Storage area: 1 parking space per 100 storage bays or units; Loading area required
		Outdoor Storage, Accessory Commercial Traditional tier: 1 parking space per 300 sf gross floor area Suburban tier: 1 parking space per 200 sf gross floor area Downtown: 1 parking space per 500 sf gross floor area

t: (904) 619-6521 | 8465 Merchants Way, Suite 102, Jacksonville, FL 32222
t: (352) 331-1976 | 11801 Research Drive, Alachua, FL 32615
t: (352) 414-4621 | 101 NE 1st Avenue, Ocala, FL 34470
www.chw-inc.com

MEMORANDUM

Store Space Cocoa Text Amendment

19-0514

To: Dodie Selig, AICP, Planning & Zoning Manager, City of Cocoa Community Services

From: Craig Brashier, AICP, Director of Planning

Date: March 6th, 2020

RE: Parking at Similar Store Space Facilities

The purpose of this memorandum is to provide examples of other Store Space facilities, detailing number of parking spaces and dimensions.

Location	Square Footage	Storage Units	Parking Spaces	Parking Spaces: Storage Units
Sugar Land, Texas	115,170	975	5 + 1 ADA accessible space	1 parking space: 162.5 storage units
Columbus, Georgia	80.960	660	4	1 parking space: 165 storage units
Norfolk, Virginia	53,600	449	4	1 parking space: 112.25 storage units

t: (904) 619-6521 | 8465 Merchants Way, Suite 102, Jacksonville, FL 32222
t: (352) 331-1976 | 11801 Research Drive, Alachua, FL 32615
t: (352) 414-4621 | 101 NE 1st Avenue, Ocala, FL 34470
www.chw-inc.com

Legislation Details (With Text)

File #:	20-383	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	6/26/2020			**In control:**	City Council
On agenda:	7/8/2020			**Final action:**	
Title:	Ordinance No.07-2020/2nd and Final Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Wednesday to Tuesday. (City Attorney)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance No. 07-2020.pdf Legal Ad Order Conf.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 25, 2020
Agenda Date: July 8, 2020
Prepared By: Carie Shealy, City Clerk
Through: Anthony Garganese, City Attorney
Requested Action:
Ordinance No.07-2020/2nd and Final Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Wednesday to Tuesday

BACKGROUND:

In 2018, the City Council its regular monthly meeting schedule from Tuesday to the Second and Fourth Wednesday. Additionally, other City board meeting schedules were adjusted to accommodate this change. However, at the Regular City Council meetings held on Wednesday, March 11, 2020 and June 10, 2020, the idea of moving Regular City Council meetings from Wednesday back to Tuesday was raised and briefly discussed by the City Council. The City Council directed that the City Attorney and Staff review the City Council's legal authority to amend the regular meeting day, review the impact on the current City board calendar and to report back to the City Council so the Council could consider whether or not to amend the regular meeting day.

Article III, Section 12(b) of the City Charter provides that the City Council shall meet regularly at such times and places as may be prescribed by ordinance, but in no event less than once each month. Pursuant to the requirements of the City Charter, the City Council has established regular City Council meeting times in accordance with Section 2-51 of the City Code, which currently requires that regular City Council meetings shall be held every second and fourth Wednesday of each and every month. Specifically, Section 2-51 provides:

Section 2-51(a): Time, place for regular meetings; procedure for cancelling meetings and calling special meetings.

"The regular meetings of the city council shall be held in the council meeting room in the municipal city hall building, such building being a publicly owned facility within the city limits, at 6:00 p.m. every second and fourth Wednesday of each and every month. The meeting time may be adjusted by the city council on a case-by-case basis to address special circumstances."

Therefore, if the City Council desires to amend the regular City Council meeting back to the second and fourth Tuesday, Section 2-51 must be amended. For the City Council's convenience, the City Attorney has prepared the attached ordinance for consideration on first reading if the City Council desires to commence the ordinance adoption process, as required by the City Charter, to effectuate a change to Tuesday.

If the City Council passes Ordinance No. 07-2020 on first reading, Staff anticipates bringing the ordinance back for second and final reading on July 8, 2020. If the ordinance is ultimately adopted by the City Council at that meeting, it is staff's recommendation that this change does not take effect until the new fiscal year commences on October 1, 2020 in order to provide a smooth transition relative to conducting City business efficiently. Therefore, the first Tuesday meeting would be October 13, 2020.

This is being suggested due to the following reasons:

- First Public Hearing for Budget is scheduled for Wednesday, September 9, 2020
- Second Public Hearing for Budget is scheduled for Wednesday, September 23, 2020

These meetings have already been set and cannot coincide with County budget hearings.

Please be advised that if the meeting days are changed, it will also require a calendar adjustment to new nights for the following boards in order to avoid a scheduling conflict:

- **Cocoa CRA** would be moved to the Second Tuesday unless the Agency chooses to keep the second Wednesday of the month meeting date. The City Clerk spoke with Ms. Etz and Mr. Lanni. Ms. Etz was fine if this meeting moves back to Tuesday, but prefers Wednesday. Mr. Lanni is okay with whatever day is chosen.
- **Utilities Advisory Board:** Meetings are held quarterly on the 4th Tuesday of the month. Their Board secretary polled all members and they are all fine with the change of meeting date back to their original day of the 4th Wednesday of the month.
- **Housing Authority** meets on the Second Tuesday of the month at 5:30 p.m. in which the Mayor is the City Council Liaison.

STRATEGIC PLAN CONNECTION:

Ensuring that the most effective, efficient, and equitable delivery of services for the residents of Cocoa, by providing a more convenient day for citizens to attend public meetings and to be able to engage with their City and its representatives

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

City Council adopted Ordinance No. 02-2013 on January 8, 2013, which changed the ***meeting time*** of City Council meetings.

City Council adopted Ordinance No. 07-2018 on August 14, 2018, which changed the ***meeting day*** to Wednesday.

City Council approved Ordinance No. 07-2020 on June 24, 2020 on first reading.

RECOMMENDED MOTION:

Ordinance No.07-2020/2nd and Final Reading: Amending Section 2-51 of the City Code to modify City Council regular meeting days from Wednesday to Tuesday

ORDINANCE NO. 07-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-51 OF THE CITY CODE TO PROVIDE THAT REGULAR CITY COUNCIL MEETINGS SHALL BE HELD ON EVERY SECOND AND FOURTH TUESDAY OF EACH AND EVERY MONTH; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article III, Section 12(b) of the City Charter provides that the City Council shall meet regularly at such times and places as may be prescribed by ordinance, but in no event less than once each month; and

WHEREAS, pursuant to the requirements of the City Charter, the City Council has established regular City Council meeting times in accordance with Section 2-51 of the City Code, which currently requires that regular City Council meetings shall be held every second and fourth Wednesday of each and every month; and

WHEREAS, the City Council desires to modify Section 2-51 of the City Code to require the City Council to conduct regular meetings every second and fourth Tuesday of each and every month; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

Section 1. **Recitals.** The foregoing recitals are hereby fully incorporated herein by reference as legislative findings of the City Council of Council.

Section 2. **Amendment to Section 2-51 of the City Code Amendment.** The City of Cocoa Code of Ordinances, Section 2-51 is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions):

Sec. 2-51. - Time, place for regular meetings; procedure for cancelling meetings and calling special meetings.

(a) The regular meetings of the city council shall be held in the council meeting room in the Municipal City Hall building, such building being a publicly owned facility within the city limits, at 6:00 p.m. every second and fourth ~~Wednesday~~ Tuesday of each and every month. The meeting time may be adjusted by the city council on a case-by-case basis to address special circumstances.

(b) In the event a regular meeting coincides with a holiday or for any reason a quorum will not be available, the council by majority vote may cancel or reschedule such meeting.

(c) In the event the city manager becomes aware that a quorum of the council will not be available or that there is no business which needs to be presented to the council, the city manager may notify each available member of the council of the facts and, if there is no objection, cancel such regular meeting. No more than one (1) meeting per month may be cancelled by this procedure.

(d) Special meetings may be called by the mayor or the city manager as from time-to-time may be required.

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. Effective Date. This Ordinance shall become effective October 1, 2020, and the City Council's regular meeting schedule shall change to Tuesdays as set forth in this Ordinance beginning in October, 2020.

ADOPTED by the City Commission of the City of Cocoa, Florida, in a regular meeting assembled on the 8th day of July, 2020.

JAKE WILLIAMS, JR., Mayor

ATTEST:

CARIE SHEALY, MMC
City Clerk

First Reading:	06/24/2020
Second Reading:	07/08/2020
Legal Ad Published:	06/28/2020
Effective Date:	10/01/2020

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Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0004258579
Pymt Method Invoice
Net Amt: $213.84

Run Times: 1

No. of Affidavits: 1

Run Dates: 06/28/20

Text of Ad:

AD#0004258579 06/28/2020

CITY OF COCOA
NOTICE OF PUBLIC HEARING
July 8, 2020

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Wednesday, July 8, 2020, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting the following Ordinance on Second Reading, titled as follows:

ORDINANCE NO. 07-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING SECTION 2-51 OF THE CITY CODE TO PROVIDE THAT REGULAR CITY COUNCIL MEETINGS SHALL BE HELD ON EVERY SECOND AND FOURTH TUESDAY OF EACH AND EVERY MONTH; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

Pursuant to Section 286.0105, Florida Statutes, the City of Cocoa hereby advises the public that if a person decides to appeal any decision made by this Council with respect to any matter considered at the meeting, that person will need a record of the proceedings and that for such purpose, affected persons may need to insure 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 not otherwise allowed by law.

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (cshealy@cocoafl.org), or by telephone by calling (321) 433-8484.

In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting:

Carie Shealy, City Clerk, 65 Stone Street, Cocoa (321) 433-8484

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 25th
day of June, 2020.
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	20-358	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	6/19/2020			**In control:**	City Council
On agenda:	7/8/2020			**Final action:**	
Title:	Informational item related to City Council's request to discuss the addition of an agenda review meeting.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 11, 2020
Agenda Date: July 8, 2020
Prepared By: Matthew Fuhrer, Interim City Manager
Through:
Requested Action:
Informational item related to City Council's request to discuss the addition of an agenda review meeting.

BACKGROUND:

At the May 20th regular City Council meeting staff was requested to bring back information related to the addition of a City Council agenda review meeting. The purpose of the meeting would be to allow for members of City Council to have additional discussion with staff as well as other members of the board. City staff researched other jurisdictions locally as well as around the state to determine if an agenda review meeting is held, what the format is and when it occurs in relation to the meeting.

Survey of Space Coast Jurisdictions

Jurisdiction	Individually Meet with City Manager	Individually Meet with Staff *	Council Member Agenda Review Meeting
Palm Bay	Prior to City Council Meeting	No	No
Melbourne	Prior to City Council Meeting	No	No

Indian Harbour Beach	Prior to City Council Meeting	No	No
Satellite Beach	Prior to City Council Meeting	No	No
Cocoa Beach	Prior to City Council Meeting	No	No
Palm Shores	No	No	No
Cape Canaveral	Prior to City Council Meeting	No	No

*It is important to note that while none of the Space Coast jurisdictions have formal scheduled individual City Council and staff meetings, almost all offer the meetings or conduct them based on the complexity of the items on the agenda.

Current City of Cocoa Practice

The City of Cocoa City Council members have the discretion to meet with the City Manager in advance of each City Council meeting to review the upcoming agenda. Should additional information be requested a meeting is coordinated with the appropriate staff member to assist. Items with significant operational or community impact may be scheduled for a City Council workshop for presentation and discussion on a case by case basis.

City of Orlando
The City of Orlando hosts an agenda review meeting that occurs directly before the regular City Council meeting. One primary purpose of the meeting is to allow for public comment on the consent agenda. This meeting is typically up to 3 hours in length prior to the City Council meeting.

Winter Haven
The City of Winter Haven hosts an agenda review meeting that occurs at varied times (one week to two weeks) in advance of the regular City Council Meeting. The meeting discussion is based on the level of interest or complexity of the agenda.

Through the overall review of other local government practices, it would suggest that each local government is somewhat unique and the majority are consistent with the City's current practice.

Items for Consideration

- The addition of an agenda review meeting provides an opportunity for City Council Members to have additional conversation related to upcoming agenda items and inform each other of their perspective.

- The additional review meeting may allow for the regular City Council Meetings to progress more efficiently due to member discussion in advance.

- Public transparency may be enhanced through the use of agenda review meetings as there would be more opportunity for the public to understand City Council perspective and more detailed staff reporting.

- Should all members of City Council attend the agenda review meetings it could be ensured

that all members have received the same information.

- Staff works to provide each member of City Council accurate and consistent information in advance of each meeting. In the event that City Council members would miss an agenda review meeting they may not be privy to all the information exchanged at the meeting and between members.

- City Council meetings and workshops are currently hosted in the evening hours to accommodate members of the public as well as City Council members that work a regular schedule outside of their duties as City Council members. Should additional meetings or the timing of meetings be altered it may impact the interest of prospective City Council members within the community due to the time commitments associated with the position.

- While the meetings would be limited to staff that have specific items for discussion, the addition of an agenda meeting would result in additional time requirements for staff that still need to fulfill their regular duties.

- Currently the internal procedure for agenda items with a financial impact have a submission date of 2 ½ weeks prior to the City Council meeting. These items are typically finalized 6 days in advance of the City Council meeting. In order to accommodate an agenda review meeting the timeline would need to be adjusted and submissions would either need to be made sooner or delayed until the next meeting.

- Council always has the ability to schedule workshop meetings, on a case-by-case basis, when Council determines that an agenda item requires more review and discussion before final action.

- Some agenda items, such as quasi-judicial land use matters, are not appropriate for agenda review meetings because of required due process hearing procedures.

In addition to the regular City Council meetings, the City as a matter of practice hosts a number of City Council workshops throughout the year. These workshops are scheduled for matters that require significant presentation and discussion in advance of producing an agenda item or information for the City Council to review. Outside of the workshops there are approximately 28 City Council meetings per year including the annual budget process. The formal meetings are outside of town hall meetings, city meetings and community meetings members wish to attend.

STRATEGIC PLAN CONNECTION:

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

Enter text here, same as Requested Action

Legislation Details (With Text)

File #:	20-54	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	1/16/2020			**In control:**	City Council
On agenda:	7/8/2020			**Final action:**	
Title:	Approve an Interlocal Agreement with Brevard County and a Resolution Amending the Fiscal Year 2020 Budget (BAF # 20-084-A1 and A2), to replenish General Fund Balance by accepting $199,840 in revenue, for the facility site improvements at the Dr. Joe Lee Smith Center Project #CP1504. These funds are being reimbursed to the City by Brevard County and deposited back into General Fund Balance. (Interim City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Brevard County Interlocal - Joe Lee Smith Center Improvements Clean Copy.pdf EXHIBIT A W&J Pay App 12 Received 5.13.20.pdf Budget Resolution FY 2020.pdf BAF 20-084-A -Brevard Ct Reimbursement for Dr. JLS pg.1of2 (7-8-20) Agenda 20-054.pdf BAF 20-084-A -Brevard Ct Reimbursement for Dr. JLS pg.2of2 (7-8-20) Agenda 20-054.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: January 16, 2020
Agenda Date: July 8, 2020
Prepared By: Matthew Fuhrer, Interim City Manager
Through:
Requested Action:
Approve an Interlocal Agreement with Brevard County and a Resolution Amending the Fiscal Year 2020 Budget (BAF # 20-084-A1 and A2), to replenish General Fund Balance by accepting $199,840 in revenue, for the facility site improvements at the Dr. Joe Lee Smith Center Project #CP1504. These funds are being reimbursed to the City by Brevard County and deposited back into General Fund Balance.

BACKGROUND:

The City of Cocoa is currently at the completion of constructing of the new Dr. Joe Lee Smith recreational center that includes modifications to the entire park. Included on the site is a public swimming pool that is being resurfaced as part of the original construction scope of work. The existing center and associated park area are maintained and operated by Brevard County through an Interlocal Agreement (expired 2011) and revenues received from the District 4 Recreational District. In order to ensure the facility and park area meet the needs of the District 4 residents, additional facility and site improvements are necessary.

Each year annually the District 4 Recreation Board recommends an annual budget to the Brevard County Commission for adoption. Within this annual process should there be sufficient revenue for capital improvement projects, each municipality in District 4 provides a priority of funding allocation for the identified capital needs. Due to the Dr. Joe Lee Smith recreation center project timing, the City is redirecting the FY 2020 capital funding to support additional improvements to the recreational amenities within the facility and supporting site related improvements. This portion of the project is currently being jointly funded by the City of Cocoa, Housing and Urban Development (CDBG), the Diamond Square Redevelopment Agency and Brevard County.

Since Brevard County will be providing reimbursement for some site improvements, through this agreement, the City will accept the revenue and decrease the use of fund balance in the amount of $199,840 which will replenish the reserves account.

STRATEGIC PLAN CONNECTION:

Enter text here

BUDGETARY IMPACT:

BAF # 20-084-A1

Account Name: Brevard City Dist. 4 Parks - JLS
Account Number: 301-0000-338.10-03
Amount: $199,840

Account Name: Transfer to General Fund
Account Number: 301-3580-581.9101
Amount: $199,840

BAF # 20-084-A2

Account Name: Fund Balance Reserves
Account Number: 001-0000-389.99-50
Amount: ($199,840)

Account Name: Transfer from Capital Projects Fund (301)
Account Number: 001-0000-381.91-30
Amount: $199,840

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

Approve an Interlocal Agreement with Brevard County and a Resolution Amending the Fiscal Year 2020 Budget (BAF # 20-084-A1 and A2), to replenish General Fund Balance by accepting $199,840 in revenue, for the facility site improvements at the Dr. Joe Lee Smith Center Project #CP1504. These funds are being reimbursed to the City, by Brevard County and deposited back into General Fund Balance.

Prepared by and Return to:

Anthony A. Garganese
City Attorney of Cocoa
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566

INTERLOCAL AGREEMENT

(Joe Lee Smith Center)

THIS INTERLOCAL AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 2020 ("**Effective Date**") between the **CITY OF COCOA**, a Florida municipal corporation ("City") and the **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida ("County").

W I T N E S S E T H:

WHEREAS, the County and City desire to continue to cooperate in the provision of recreational services and facilities within the jurisdictional limits of the City in an efficient and economical manner for the joint use and benefit of the residents of the City and the County; and

WHEREAS, the County and the City have common power to provide recreational services and facilities for the benefit of the public; and

WHEREAS, Chapter 71-544 of the Laws of Florida established a Recreational Board to govern the Recreational District 4, which is authorized to impose a tax to not exceed nine tenths of one mil on taxable property within the District boundaries, encompassing the City and areas of the County, and for the purpose of providing and maintaining recreational facilities and programs; and

WHEREAS, the Recreational Board prepares a budget of expenditures, which shall be submitted to the Board of County Commissioners no later than August 1st of each year, and the Board of County Commissioners of Brevard County establishes a budget for the Recreation District 4 for the ensuing fiscal year, which determines the amount of the tax to be assessed for said year; and

WHEREAS, the County and the City previously entered into an Interlocal Agreement on April 29, 1986, for the purposes of joint provision of recreational facilities with Recreational District 4 funds, which expired on April 28, 2011, though the County and City have continued to cooperate in the provision of recreational services and facilities since its expiration; and

WHEREAS, the County and the City find that it is in the best interests of its citizens to construct improvements in association with the City's Dr. Joe Lee Smith Center project; and

WHEREAS, the City and the County desire to enter into this Interlocal Agreement for purposes of authorizing the reimbursement of $199,814.00 to the City by the County for the construction and installation of certain Joe Lee Smith Center improvements; and

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter set forth, to be kept and performed by both parties, the County and the City agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference as a material part of this Agreement.

2. **CONDITIONS PRECEDENT.** All rights, obligations and liabilities of the parties under this Agreement shall be subject to the satisfaction of each of the following conditions precedent:

   2.1 **Approval.** The approval of this Agreement by both the County's Board of County Commissioners and the City Council of the City of Cocoa.

   2.2 **Execution.** The complete execution of this Agreement by the Mayor of the City of Cocoa and the Chair of the Board of County Commissioners.

   2.3 **Recordation.** The filing of this Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida, pursuant to Section 163.01(11), Florida Statutes.

3. **STATUTORY AUTHORITY**. This Agreement shall be considered an Agreement pursuant to Section 163.01, Florida Statutes. With respect to the City, this Agreement shall also be in furtherance of the Florida Municipal Home Rule Powers Act (s. 166.011, Florida Statutes, et. seq.).

4. **JOE LEE SMITH CENTER IMPROVEMENTS.**

   4.1 **Reimbursement for the Joe Lee Smith Center Improvements**. The County agrees to reimburse the City in the amount of $199,814.00 for such construction and installation of the following Joe Lee Smith Center improvements (hereinafter "Improvements"):

   Carpentry Improvements: Rough Carpentry $89,900.00, Frame and Hardi 6 Exterior Columns $2,880.00, Lumber Package $44,045.00, Wood Trusses $32,539.00, and Cabinets $20,050.00;

   Thermal and Moisture Protection Improvements: Dampproofing $8,500.00;

   Doors and Hardware Improvements: Access Doors and Panels $900.00 and Large Mirrors $800.00; and

   Equipment Improvements: Wall Safe (OCI) $200.00**.**

   A copy of the "Application and Certificate for Payment" dated May 7, 2020, which identifies the Improvements and price per Improvement is attached hereto as

Exhibit A and is incorporated by this reference.. Upon completion of the Improvements, the City shall submit to the County an invoice with supporting justification of expenses associated with the Improvements and upon receipt and approval of the County of the invoice, the County shall reimburse the City in the amount of $199,814.00 consistent with the Florida Prompt Payment Act.

4.2 **Joe Lee Smith Center Operations.** Upon completion, the Joe Lee Smith Center shall remain open for public use consistent with Brevard County Parks and Recreation Procedures.

5. **MISCELLANEOUS TERMS AND CONDITIONS.**

5.1 Governmental Disputes. In the event of a conflict under this Agreement, the parties shall adhere to the procedures set forth in Chapter 164, Florida Statutes.

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

5.3 Effective Date. The effective date of this Agreement shall be the date that this Agreement is recorded in the Official Records of Brevard County, Florida pursuant to Section 2.3 of this Agreement.

5.4 Indemnification. To the extent permitted by law, the City agrees to indemnify and hold harmless the County from any and all liability and/or claims of any kind arising out of the City's own negligence associated with the construction of the Improvements. To the extent permitted by law, the County agrees to indemnify and hold harmless the City from any and all liability and/or claims of any kind arising out of the County's own negligence.

Neither party intends, and this Agreement shall not be construed, to waive sovereign immunity or the monetary limits, or the type of damages recoverable, under section 768.28, Florida Statutes, as that section may be amended from time to time.

5.5 Governing Law, Venue and Attorney's Fees. All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the Laws of the State of Florida. Venue shall be in Brevard County, Florida, and any trial shall be non-jury. In the event of any litigation between the Parties arising out of this Agreement, each Party will bear its own attorney's fees and costs.

5.6 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be sent to the following:

County:
Brevard County Parks and Recreation
2725 Judge Fran Jamieson Way, Bldg. B, Suite 203
Viera, Florida 32940

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

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

CITY OF COCOA, FLORIDA

By: _____
JAKE WILLIAMS, Jr., Mayor

ATTEST:

By: _____
CARIE SHEALY
City Clerk

Approved by the City Council on: _____

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
BRYAN LOBER, Chair

ATTEST:

By: _____
SCOTT ELLIS, Clerk to Board of County Commissioners

Approved by the Board of Commissioners on: _____

EXHIBIT A

APPLICATION AND CERTIFICATION FOR PAYMENT

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (instructions on reverse side)

PAGE ONE OF 2 PAGES

TO OWNER: City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

PROJECT: Dr. Joe Lee Smith Community Center
Cocoa, Florida

APPLICATION NO.: 12
PERIOD TO: April 30, 2020
P.O. No. 74150
Project No.

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR

FROM CONTRACTOR: W & J Construction Corporation
1005 Viera Blvd Ste 202, Rockledge, FL 32955

VIA ARCHITECT:

CONTRACT FOR: Design Phase - New Construction

CONTRACT DATE: 1/25/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703 is attached.

1.	**ORIGINAL CONTRACT SUM**		$ 170,144.00
2.	**Net change by Change Orders**		$ 4,459,761.29
2a.	**Net change by Direct Purchase**		$ -
3.	**CONTRACT SUM TO DATE** (Line 1 ± 2)		$ 4,629,905.29
4.	**TOTAL COMPLETED & STORED TO DATE** (Column G on G703)		$ 4,294,237.95
5.	**RETAINAGE: CONSTRUCTION PHASE**		
a.	10% of Const. Completed Work (Column D + E on G703)	$ 429,423.79	
b.	10% of Stored Material (Column F on G703)	$ -	
	Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 429,423.79
6.	**TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		$ 3,864,814.16
7.	**LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		$ 3,386,636.81
8.	**CURRENT PAYMENT DUE**		$ 478,177.35
9.	**BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6)	$ 765,091.13	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 4,459,761.29	$ -
Total approved this Month	$ -	$ -
TOTALS	$ 4,459,761.29	$ -
NET CHANGES by Change Order	$ 4,459,761.29	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: April 29, 2020.
Chad Rossetti, Project Manager

State of: Florida
County of: Brevard
Subscribed and sworn to before me this 29th day of April, 2020.

Notary Public: _____
My Commission expires: 10/1/23

JENNIFER MELO
Notary Public-State of Florida
Commission # GG 918200
My Commission Expires
October 01, 2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 478,177.35

(Attach explanation if amount certified differs from the amount applied for Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: TSARK ARCHITECTURE, LLC

By: _____ Date: 5. 7. 2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT - 1992 EDITION - AIA 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 - **WARNING: Unlicensed photocopying violates US. Copyright laws and will subject the violator to legal prosecution.**

Application No.: 12
Period To: April 30, 2020

DR JOE LEE SMITH COMMUNITY CENTER
P.O. #74150
Cocoa, Florida
Summary

Item No.	Description of Work	Original Scheduled Value		Adjusted Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored to Date	%	Balance to Finish	Retainage
					From Previous Application	This Period					
	DESIGN PHASE: P.O. 74150										
1	A&E Design Services	100,000.00		100,000.00	100,000.00	-		100,000.00	100%	-	10,000.00
2	Early Site Demolition	32,257.00		32,257.00	32,257.00	-		32,257.00	100%	-	3,225.70
3	Erosion Control	6,960.00		6,960.00	6,960.00	-		6,960.00	100%	-	696.00
4	Tree Protection	1,200.00		1,200.00	1,200.00	-		1,200.00	100%	-	120.00
5	General Contractor Design Services	15,264.00		15,264.00	15,264.00	-		15,264.00	100%	-	1,526.40
6	GL/BR/Bond Fees	14,463.00		14,463.00	14,463.00	-		14,463.00	100%	-	1,446.30
	Total Design Phase P.O. 74150	**170,144.00**	-	**170,144.00**	**170,144.00**	-	-	**170,144.00**	**100%**	-	**17,014.40**
	CONSTRUCTION PHASE: P.O.										
	General Conditions										
1	General Conditions	267,031.00	(2,724.71)	264,306.29	222,017.28	20,423.64		242,440.92	92%	21,865.37	24,244.09
1a	A&E Construction Administration	15,200.00		15,200.00	12,768.00	1,174.54		13,942.54	92%	1,257.46	1,394.25
1b	Commissioning	7,500.00		7,500.00	-	-		-	0%	7,500.00	-
	Existing Conditions										
2	Demolition	11,375.00		11,375.00	11,375.00	-		11,375.00	100%	-	1,137.50
	Concrete										
3	Cast-in-Place Concrete	233,920.00		233,920.00	233,920.00	-		233,920.00	100%	-	23,392.00
3a	- Retaining Wall Foundations	15,810.00		15,810.00	15,810.00	-		15,810.00	100%	-	1,581.00
3b	- Mechanical Pads	2,000.00		2,000.00	2,000.00	-		2,000.00	100%	-	200.00
4	Concrete Polishing	7,649.00		7,649.00	-	7,649.00		7,649.00	100%	-	764.90
	Masonry										
5	Masonry Building and Dumpster	319,815.00		319,815.00	319,815.00	-		319,815.00	100%	-	31,981.50
5a	- Retaining Wall Masonry	13,840.00		13,840.00	13,840.00	-		13,840.00	100%	-	1,384.00
	Metals										
6	Structural Steel	144,553.00		144,553.00	144,553.00	-		144,553.00	100%	-	14,455.30
	Carpentry										
7	Rough Carpentry	89,900.00		89,900.00	89,900.00	-		89,900.00	100%	-	8,990.00
7a	- Frame and Hardi 6 Exterior Columns	2,880.00		2,880.00	2,880.00	-		2,880.00	100%	-	288.00
8	Lumber Package	44,045.00		44,045.00	44,045.00	-		44,045.00	100%	-	4,404.50
9	Wood Trusses	32,539.00		32,539.00	32,539.00	-		32,539.00	100%	-	3,253.90
10	Cabinets	20,050.00		20,050.00	-	20,050.00		20,050.00	100%	-	2,005.00
	Thermal and Moisture Protection										
11	CoreFill Insulation	7,052.00	3,110.00	10,162.00	10,162.00	-		10,162.00	100%	-	1,016.20
12	Blown Insulation	5,960.00		5,960.00	5,960.00	-		5,960.00	100%	-	596.00
13	Stucco	143,178.00		143,178.00	143,178.00	-		143,178.00	100%	-	14,317.80
14	Roofing	149,738.00	(3,885.00)	145,853.00	145,853.00	-		145,853.00	100%	-	14,585.30
15	Soffits, Flashings, and Trims	41,618.00		41,618.00	37,456.20	4,161.80		41,618.00	100%	-	4,161.80
16	Joint Sealants	16,240.00	851.00	17,091.00	17,091.00	-		17,091.00	100%	-	1,709.10
16a	Dampproofing	8,500.00		8,500.00	8,500.00	-		8,500.00	100%	-	850.00
	Doors and Hardware										
17	Doors, Frames, and Hardware	67,202.00		67,202.00	58,182.00	-		58,182.00	87%	9,020.00	5,818.20
18	Access Doors and Panels	900.00		900.00	900.00	-		900.00	100%	-	90.00
19	Rolling Counter Door (Aluminum)	2,997.00		2,997.00	-	-		-	0%	2,997.00	-
20	Aluminum Framed Entrances	87,612.00		87,612.00	87,612.00	-		87,612.00	100%	-	8,761.20
21	Large Mirrors	800.00		800.00	-			-	0%	800.00	-

DR JOE LEE SMITH COMMUNITY CENTER
P.O. #74150
Cocoa, Florida
Summary

Item No.	Description of Work	Original Scheduled Value		Adjusted Scheduled Value	Work Completed: From Previous Application	Work Completed: This Period	Materials Presently Stored	Total Completed and Stored to Date	%	Balance to Finish	Retainage
	Finishes										
22	Gypsum Board and Framing	146,815.00		146,815.00	146,815.00	-		146,815.00	100%	-	14,681.50
23	Acoustic Ceilings	16,300.00		16,300.00	8,150.00	5,705.00		13,855.00	85%	2,445.00	1,385.50
24	Flooring and Tile	41,200.00		41,200.00	30,900.00	10,300.00		41,200.00	100%	-	4,120.00
25	Epoxy Flooring	5,980.00		5,980.00	-	-		-	0%	5,980.00	-
26	Sports Flooring By Conner	54,750.00		54,750.00	54,750.00	-		54,750.00	100%	-	5,475.00
27	Painting	36,900.00		36,900.00	31,365.00	5,535.00		36,900.00	100%	-	3,690.00
	Specialties										
28	Signage for Interior	800.00		800.00	-	-		-	0%	800.00	-
28a	Digital Sign Board - Allowance	30,000.00		30,000.00	-	-		-	0%	30,000.00	-
29	Knox Box	475.00		475.00	-	-		-	0%	475.00	-
30	Toilet Compartments	7,650.00		7,650.00	-	7,650.00		7,650.00	100%	-	765.00
30a	Toilet Accessories and RR Signs	5,870.00		5,870.00	-	5,870.00		5,870.00	100%	-	587.00
31	Corner Guards	735.00		735.00	-	735.00		735.00	100%	-	73.50
32	Fire Extinguishers and Cabinets	1,033.00		1,033.00	-	1,033.00		1,033.00	100%	-	103.30
	Equipment										
33	Kitchen Equipment	25,499.00		25,499.00	-	25,499.00		25,499.00	100%	-	2,549.90
34	Sports Equipment	20,050.00		20,050.00	20,050.00	-		20,050.00	100%	-	2,005.00
34a	- Bleachers	28,000.00	2,500.00	30,500.00	30,500.00	-		30,500.00	100%	-	3,050.00
34b	- Wall Pads	3,500.00	4,000.00	7,500.00	6,300.00	1,200.00		7,500.00	100%	-	750.00
34c	- Scoreboards - Allowance	9,000.00		9,000.00	8,133.99	0.01		8,134.00	90%	866.00	813.40
35	Wall Safe (OFCI)	200.00		200.00	-	-		-	0%	200.00	-
	Fire Suppression										
36	Fire Sprinkler	44,500.00		44,500.00	42,500.00	2,000.00		44,500.00	100%	-	4,450.00
	Plumbing										
37	Plumbing	143,480.00		143,480.00	107,610.00	35,870.00		143,480.00	100%	-	14,348.00
	HVAC										
38	HVAC	376,829.00	33,515.62	410,344.62	307,758.47	86,172.37		393,930.84	96%	16,413.78	39,393.08
	Electrical										
39	Electrical	323,927.00	36,994.41	360,921.41	288,737.13	36,092.14		324,829.27	90%	36,092.14	32,482.93
39a	- Reinstall One Ball Field Light for BB - Allowance	5,000.00		5,000.00	-	-		-	0%	5,000.00	-
40	PA System - Allowance	10,000.00		10,000.00	-	-		-	0%	10,000.00	-
	Site Construction										
41	Landscape and Irrigation	46,835.00		46,835.00	-	2,341.75		2,341.75	5%	44,493.25	234.18
42	- Plan Check Modification - Allowance	3,800.00		3,800.00	-	-		-	0%	3,800.00	-
43	Earthmoving	370,411.00		370,411.00	259,287.70	92,602.75		351,890.45	95%	18,520.55	35,189.05
44	Surveying	24,630.00		24,630.00	12,315.00	7,389.00		19,704.00	80%	4,926.00	1,970.40
45	Termite Control	777.00		777.00	777.00	-		777.00	100%	-	77.70
46	Fences and Gates	5,342.00		5,342.00	2,671.00	-		2,671.00	50%	2,671.00	267.10
47	Bike Rack	900.00		900.00	-	900.00		900.00	100%	-	90.00
48	Relocate Benches	614.00		614.00	-	-		-	0%	614.00	-
49	Resurface Pool and Decks - Allowance	220,000.00	(69,135.00)	150,865.00	150,865.00	-		150,865.00	100%	-	15,086.50
49a	Other Pool Improvements	-	41,045.25	41,045.25	-	-		-	0%	41,045.25	-
	-POOL COR 06 - Leak Detection and Repair		1,100.00	1,100.00	1,100.00	-		1,100.00	100%	-	110.00
	-POOL COR 07 - Labor Demolition'		1,596.49	1,596.49	1,596.49	-		1,596.49	100%	-	159.65

DR JOE LEE SMITH COMMUNITY CENTER
P.O. #74150
Cocoa, Florida
Summary

Item No.	Description of Work	Original Scheduled Value		Adjusted Scheduled Value	Work Completed: From Previous Application	Work Completed: This Period	Materials Presently Stored	Total Completed and Stored to Date	%	Balance to Finish	Retainage
	-POOL COR 08 - Stucco/Paint Retainaing Wall		4,840.00	4,840.00	4,840.00	-		4,840.00	100%	-	484.00
	-POOL COR 09 - New Fence for Pool		9,638.00	9,638.00	4,819.00	-		4,819.00	50%	4,819.00	481.90
	-POOL COR 10 - Cut and Remove Pool Deck Edge		2,200.00	2,200.00	2,200.00	-		2,200.00	100%	-	220.00
	-POOL COR 11 - Plumbing		7,003.26	7,003.26	-	7,003.26		7,003.26	100%	-	700.33
	67,423.00										
50	Paint Pool Building to Match New	4,200.00		4,200.00	-	-		-	0%	4,200.00	-
51	Resurface Basketball Court	9,400.00		9,400.00	-	9,400.00		9,400.00	100%	-	940.00
52	Playground - Allowance	100,000.00		100,000.00	43,000.00	52,000.00		95,000.00	95%	5,000.00	9,500.00
53	Relocate Prefab Restroom - Allowance	25,000.00		25,000.00	9,154.61	-		9,154.61	37%	15,845.39	915.46
	Subtotal - Construction Phase	3,910,306.00	72,649.32	3,982,955.32	3,236,551.87	448,757.26	-	3,685,309.13	93%	297,646.19	368,530.91
54	General Liability Insurance	28,469.00		28,469.00	23,182.16	3,108.54		26,290.70	92%	2,178.30	2,629.07
55	Builders' Risk Insurance	14,454.00		14,454.00	9,328.00	-		9,328.00	65%	5,126.00	932.80
56	Bonds	48,723.00	(851.00)	47,872.00	44,039.50	-		44,039.50	92%	3,832.50	4,403.95
57	Contingency	130,000.00	(129,413.17)	586.83	-	-		-	0%	586.83	-
58	Construction Manager Fee	247,917.00		247,917.00	201,877.54	27,070.11		228,947.65	92%	18,969.35	22,894.76
59	COR 01 - Add Lightning Protection	-	17,748.00	17,748.00	17,748.00	-		17,748.00	100%	-	1,774.80
60	COR 02 - Crane for Pavillion Move	-	5,507.25	5,507.25	5,507.25	-		5,507.25	100%	-	550.73
61	COR 03 - Add Mansard Trusses	-	7,738.00	7,738.00	7,738.00	-		7,738.00	100%	-	773.80
62	COR 04 - Light Pole Removal	-	9,104.46	9,104.46	9,104.46	-		9,104.46	100%	-	910.45
63	Permit Fees pd to City of Cocoa	-	514.19	514.19	514.19	-		514.19	100%	-	51.42
64	COR 10 - Add Flag Pole	-	4,187.00	4,187.00	-	2,093.50		2,093.50	50%	2,093.50	209.35
65	COR 14 - Add Wireless Module for Fire Alarm	-	1,082.95	1,082.95	-	541.48		541.48	50%	541.47	54.15
66	COR 15 - Add 2-Way Radio Testing	-	1,950.00	1,950.00	-	1,170.00		1,170.00	60%	780.00	117.00
67	COR 16 - Add 6' Fence along West Boundary	-	9,783.00	9,783.00	-	5,869.80		5,869.80	60%	3,913.20	586.98
	SUBTOTAL CONSTRUCTION PHASE	**4,379,869.00**	**-**	**4,379,869.00**	**3,555,590.97**	**488,610.69**	**-**	**4,044,201.66**	**92%**	**335,667.34**	**404,420.17**
	Change Orders:										
	Pool COR 01 - Roof Replacement	14,944.89		14,944.89	14,944.89	-		14,944.89	100%	-	1,494.49
	Pool COR 02 - Add Heater to Pool	23,611.94		23,611.94	-	23,611.94		23,611.94	100%	-	2,361.19
	Pool COR 03 - Doors and Frames at Pool House	19,085.53		19,085.53	-	19,085.53		19,085.53	100%	-	1,908.55
	Pool COR 04 - Spray Texture and Paint Pool Beam	5,024.05		5,024.05	5,024.05	-		5,024.05	100%	-	502.41
	Pool COR 05 - Misc Carpentry at Pool House	17,225.88		17,225.88	17,225.88	-		17,225.88	100%	-	1,722.59
	79,892.29										
	TOTAL CONSTRUCTION PHASE	**4,459,761.29**	**-**	**4,459,761.29**	**3,592,785.79**	**531,308.16**	**-**	**4,124,093.95**	**92%**	**335,667.34**	**412,409.39**
	TOTAL P.O. 74150	**4,629,905.29**	**-**	**4,629,905.29**	**3,762,929.79**	**531,308.16**	**-**	**4,294,237.95**	**93%**	**335,667.34**	**429,423.79**

DR. JOE LEE SMITH
P.O. 74150
CONTINGENCY SUMMARY

BT #	Contengency Items	Chg in Scope Items	Additional Fee	Vendor	Cost Code	Explanation	Line #
	130,000.00			Beginning Balance			
COR 01		(17,748.00)		Randall Electric	26 00 00	section below original scope	58
COR 02		(5,507.25)		Beyel Brothers	32 33 05	crane rental for pavillion move	60
COR 03		(7,738.00)		TrussWood	06 17 31	add mansard trusses	61
COR 04		(9,104.46)		Beyel Brothers	32 33 05	light pole removal	62
COR 04		5,500.00		Randall Electric	26 00 00	existing light pole demo in electrical sub	39
COR 05	(3,110.00)			Southern Foam	07 21 19	insulation contract buyout	11
				92,292.29	Contingency Balance at 7/31/2019- Pay App #3		
				92,292.29	Contingency Balance at 8/31/2019- Pay App #4		
COR 06		(2,500.00)		Storagecraft	11 66 23	change bleacher configuration	34a
		(514.19)		City of Cocoa	01 41 26	permit fees paid	63
				89,278.10	Contingency Balance at 9/30/2019- Pay App #5		
COR 09		(1,500.00)		Storagecraft	11 66 23	protective padding for volleyball	34b
COR 09		(2,500.00)		Storagecraft	11 66 23	additional wall panels	34b
COR 10		(4,187.00)		Florida Flag and Pennant	10 75 00	add flag pole	64
COR 12		(33,515.62)		HM2	23 00 00	Rev 5 changes	38
COR 13		(39,769.70)		Randall Electrical	26 00 00	Rev 5 changes	39
				7,805.78	Contingency Balance at 10/31/2019- Pay App #6		
				7,805.78	Contingency Balance at 11/30/2019- Pay App #7		
		3,885.00		G&G Roofing	07 25 01	change from premium to pro shingles	14
	49,200.00			Family Pools, Inc.	32 18 40	contract buyout	49
				60,890.78	Contingency Balance at 12/31/2019- Pay App #8		

DR. JOE LEE SMITH
P.O. 74150
CONTINGENCY SUMMARY

				60,890.78	Contingency Balance at 1/31/2020- Pay App #9		
	(47,488.00)				32 18 40	put pool contract buyout back in pool funds	49a
				13,402.78	Contingency Balance at 2/29/2020- Pay App #10		
				13,402.78	Contingency Balance at 3/31/2020- Pay App #11		
COR 14		(1,082.95)		Randall Electric	26 00 00	add wirelss module for fire alarm	65
COR 15		(1,950.00)		Modern Media		add 2-way radio testing	66
COR 16		(9,783.00)		American Fence	32 31 00	add 6' chain link along west boundary	67
				586.83	Contingency Balance at 4/30/2020- Pay App #12		
	128,602.00	**(128,015.17)**	**-**	**Subtotal**			
	$ 586.83			**Current Contingency Balance**			

RESOLUTION NO. 2020-173

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; 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, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; 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 2019-2020 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

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

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 8th day of July, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa Budget Adjustment Form FY 2020 - 20-084-A1

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 06/30/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 199,840	301-0000-338.10-03		Brevard Cty Dist 4 Parks - JLS Center	$ 0	$ 0	$ 199,840	$ 199,840
$ 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
$ 199,840	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 199,840	301-3580-581.91-01		Transfer to General Fund (001)	$ 0	$ 0	$ 199,840	$ 199,840
$ 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
$ 199,840	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Brevard County is providing reimbursement for the improvements made to the Dr. Joe Lee Smith Center. The City funded the project through the use of General Fund fund balance. The City is now receiving the revenue from Brevard County and replenishing fund balance to the general fund in the amount of $199,840. Agenda 20-54.

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/08/20 *RESOLUTION #:* 2020-173

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.

6/30/20	Lea Malarae Digitally signed by Lea Malarae Date: 2020.06.30 16:34:57 -04'00'	7/1/20	Lea Malarae Digitally signed by Lea Malarae Date: 2020.07.01 14:31:21 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
7/1/20	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2020.07.01 14:56:37 -04'00'	7/1/20	Lora Howell Digitally signed by Lora Howell Date: 2020.07.01 15:01:29 -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 #: _____

City of Cocoa Budget Adjustment Form FY 2020 - 20-084-A2

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 06/30/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 199,840)	001-0000-389.99-50		Fund Balance Reserves	$ 1,816,523	$ 2,404,996	$ 2,205,156	$ 2,205,156
$ 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
($ 199,840)	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 199,840	001-0000-381.91-30		Transfer from Capital Project Fund (301)	$ 0	$ 0	$ 199,840	$ 199,840
$ 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
$ 199,840	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Brevard County is providing reimbursement for the improvements made to the Dr. Joe Lee Smith Center. The City funded the project through the use of General Fund fund balance. The City is now receiving the revenue from Brevard County and replenishing fund balance to the general fund in the amount of $199,840. Agenda 20-54.

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 07/08/20 *RESOLUTION #:* 2020-173

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.

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Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
7/1/20	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2020.07.01 14:57:59 -04'00'	7/1/20	Lora Howell Digitally signed by Lora Howell Date: 2020.07.01 15:02:47 -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 #:	20-233	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	4/17/2020		**In control:**	City Council	
On agenda:	7/8/2020		**Final action:**		
Title:	Authorize the Interim City Manager to execute a multi-year contract addendum between the City of Cocoa and First Mobile Trust, LLC, for credit card settlement and utility bill printing, mailing, and online presentment. The expenditure for the bill printing and postage is pending the Approval of the FY2021 Budget. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City_of_cocoa_ext_4_20_2020.pdf First Amendment to Master Services Agreement.pdf 10_24_17 Master Services Agreement-fully executed.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: April 17, 2020
Agenda Date: July 8, 2020
Prepared By: Jessica Dovale, Utility Support Service Manager
Through: Rebecca Bowman, Finance Director
Requested Action:
To authorize the Interim City Manager to execute a multi-year contract addendum between the City of Cocoa and First Mobile Trust, LLC, for credit card settlement and utility bill printing, mailing, and online presentment. The expenditure for the bill printing and postage is pending the Approval of the FY2021 Budget.

BACKGROUND:

The City currently contracts with First Mobile Trust, LLC, formerly First Billing Service, LLC, to provide credit card payment settlement, utility pay by text, utility bill statement printing and mailing, utility e-bill presentment, interactive voice recording platform, and a call center with live agents to assist with payment taking. These services, with the exception of utility bill statement printing and mailing, have been implemented at no cost to the City of Cocoa. The cost of bill printing and postage for mailing amounts to about $498,000 per year.

An additional $7,500 has been budgeted for routine bill insert expenses, should an insert be needed in FY2021, as well as $5,000 for any system interface or bill redesign programming expenses should they be necessary.

The credit card payment aspect on the contract includes a Convenience Fee Program, which was implemented in 2014. This Convenience Fee (Interchange rates and banking fees) is passed on to the customers who choose to pay by credit card. The credit card companies charge a percentage fee on every credit card transaction, which can range from 2% or higher. The City charges the convenience fee for every credit card paying customer in the regional utility system, which includes customers with service addresses in Brevard County, Viera, Cape Canaveral, Cocoa Beach, Merritt Island and other areas outside of the City. At this time, approximately 4% (1,440) of the City's utility credit card payments are made by Cocoa citizens. In 2014, the City of Cocoa paid the fees instead of passing the cost on to the customers who choose to pay their utility bill via a credit card. At that time, the cost to the City was $250,000 annually. The cost of these fees is an estimated $564,000 annually today based on the usage.
Customers who choose not to pay this convenience fee benefit from the on-line bill presentment and e-billing features and have the following options to pay at no cost: mail-in lockbox service, ACH withdrawal or electronic check through their banking institution. Should the convenience fee be absorbed by the enterprise utility, the credit card percentage fee cost would then be spread over all customers through the annual rate making model since it is an operational cost.

The existing three (3)-year contract expires October 30, 2020 and includes a two (2) year renewal option. Staff is requesting Council to authorize the City Manager execute a two (2) year renewal addendum to the contract.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes

Estimated FY2021, pending Council approval of budget

Amount Requested $5,000 (bill enhancement or system interfacing)
Account Number 001-1510-536-34-00
Account Name Contract Services

Amount Requested $114,000 (bill printing estimated $9,500/month x12)
Account Number 001-1510-536-34-00
Account Name Contract Services

Amount Requested $384,000 (bill postage estimated $32,000/month x12)
Account Number 001-1510-536-42-00
Account Name Freight & Postage

Amount Requested $7,500 (bill inserts)
Account Number 001-1510-536-42-00
Account Name Freight & Postage

Estimated FY2022, pending Council approval of budget

Amount Requested $5,000 (bill enhancement or system interfacing)
Account Number 001-1510-536-34-00
Account Name Contract Services

Amount Requested $114,000 (bill printing estimated $9,500/month x12)
Account Number 001-1510-536-34-00
Account Name Contract Services

Amount Requested $384,000 (bill postage estimated $32,000/month x12)
Account Number 001-1510-536-42-00
Account Name Freight & Postage

Amount Requested $7,500 (bill inserts)
Account Number 001-1510-536-42-00
Account Name Freight & Postage

PREVIOUS ACTION:

On October 15, 2018, Cocoa City Council approved the City Manager to execute and Assignment and Assumption of the Master Service Agreement with First Billing Services, LLC to First Mobile Trust, LLC effective through October 24, 2020.

On October 24, 2017, Cocoa City Council approved the City Manager to negotiate and sign a 36 month contract with First Billing, a Billing and Payment Solutions Company expiring October 30, 2020.

On April 21, 2016, Cocoa City Council approved a multi-year contract renewal to participate in a cooperative purchase agreement for printing, sorting, stuffing and mailing billing for monthly water customers, utilizing the City of Melbourne, service agreement number 12-133-0-2012 expiring May 31, 2018.

On December 9, 2014, Cocoa City Council approved the City Manager to negotiate and sign a 36 month contract with First Billing, a Billing and Payment Solutions Company expiring December 12, 2017.

RECOMMENDED MOTION:

To authorize the Interim City Manager to execute a mutli-year contract addendum between the City of Cocoa and First Mobile Trust, LLC, for credit card settlement and utility bill printing, mailing, and online presentment. The expenditure for the bill printing and postage is pending the Approval of the FY2021 Budget

First Mobile Trust, LLC Agreement Extension
to Agreement Executed October 30, 2017
Between the City of Cocoa and First Mobile Trust, LLC

THIS AGREEMENT is made and entered into this **8th day July of 2020**, by and between First Mobile Trust, LLC (f/k/a First Billing Services, LLC) an Ohio limited liability company, hereafter referred to as "FMT" and the City of Cocoa, a Florida municipal corporation, hereafter referred to as the "City".

Extension Provisions

WHEREAS, the City elects to exercise Section 9.1 (Term and Termination) to extend said agreement for a period of twenty-four (24) additional months beginning October 30, 2020 through October 30, 2022.

All other matters to said agreement remain the same.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Digital or electronic signatures shall have the same force and effect as an original.

The parties to this Agreement have caused it to be executed on the date indicated above.

First Mobile Trust, LLC

By: _____
Patrick Dorsey
Title: Chief Executive Officer

CITY:
CITY OF COCOA, FLORIDA:

By: _____
Matt Fuhrer
Interim City Manager

FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, MASTER SERVICES AGREEMENT

THIS FIRST AMENDMENT TO, AND ASSIGNMENT AND ASSUMPTION OF, MASTER SERVICES AGREEMENT (this "Amendment and Assignment") is entered into as of the 15th day of October, 2018, (the "Effective Date") by and between The City of Cocoa, a Florida municipal corporation ("City"), First Billing Services, LLC, an Ohio limited liability company ("FBS"), and First Mobile Trust, LLC, an Ohio limited liability company ("FMT"),

WHEREAS, FBS and City entered into a Master Services Agreement dated October 30, 2017, (the "Agreement");

WHEREAS, FMT is a wholly owned subsidiary of FBS;

WHEREAS, FBS wishes to assign the Agreement to FMT, and FMT wishes to accept the assignment of the Agreement and all obligations therein (the "Assignment"); and

WHEREAS, FBS and City desire to amend the Agreement as set forth in this Amendment and Assignment.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto, intending legally to be bound, do hereby covenant and agree as follows:

1. Recitals; Defined Terms. The foregoing recitals are hereby incorporated by this reference and made a substantive part hereof. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

2. Assignment of Agreement to FMT. FBS hereby assigns and transfers to FMT all of FBS' right, title, claim, and interest in Agreement (the "Assignment"), and City hereby accepts and agrees to the Assignment.

3. Assumption. FMT hereby acknowledges and agrees to all of the terms of the Agreement, accepts the Assignment, and assumes any and all obligations of FBS under the Agreement, in accordance with the terms thereof.

4. Authority. FBS, FMT, and City represent and warrant that they each have the authority to enter into and to perform the terms of this Amendment and Assignment.

5. Binding Effect. This Amendment and Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

6. Ratification. Except as modified hereby, the Agreement is hereby ratified and confirmed for all purposes and in all respects, and remains in full force and effect.

7. Counterparts. This Amendment and Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement; provided, that delivery of a signature of this Amendment and Assignment by facsimile transmission or other form of electronic mail attachment shall be effective as delivery of a manually executed counterpart hereof prior to and in the absence of manual delivery.

IN WITNESS WHEREOF, FBS, FMT, and City have executed this Amendment and Assignment as of the Effective Date.

FIRST BILLING SERVICES, LLC,
an Ohio limited liability company

By: _____

Name: PATRICK S. DURSEY

Its: CEO

Date: 9/27/2018

THE CITY OF COCOA,
a Florida municipal corporation

By: _____

Name: John Titkanich

Its: City Manager

Date: 10/15/18

FIRST MOBILE TRUST, LLC,
an Ohio limited liability company

By: _____

Name: PATRICK S. DURSEY

Its: CEO

Date: 9/27/2018

First BILLING
Customer service is our business.

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Master Agreement") is entered into as of the Effective Date below, by and between The City of Cocoa, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 32922, ("Client") and **First Billing Services, LLC** an Ohio Limited Liability Company, whose address is 10510 Springboro Pike, Miamisburg, Ohio, 45342 ("First Billing").

WHEREAS First Billing provides electronic bill payment services to utilities, municipalities, insurance and other businesses and First Billing desires to provide and the Client desires to receive certain related services under the terms and conditions set forth in this Agreement .

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows.

GENERAL TERMS AND CONDITIONS

1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them herein unless the context clearly indicates otherwise.

1.1 "**Agreement**" or "**Contract**" shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this contract for First Billing to be the exclusive provider of services, stated herein, to the Client.

1.2 "**Average Bill Amount**" shall mean the total Payment Amounts collected through the First Billing system in a given month divided by the number of the Payments for the same month. "

1.3 "**Card**" shall mean a credit card or debit card.

1.4 "**Effective Date**" shall be the last date upon which all parties have signed this Agreement.

1.5 "**First Billing Authorized Processor**" shall mean a First Billing authorized merchant account provider and payment processing gateway.

1.6 "**IVR**" means interactive voice response

1.7 **"Launch Date"** shall be the date on which Client launches this service to the Users, which shall occur within 30 days of the date of Merchant Account Set-up as provided in Section 4.3 hereof.

1.8 **"Payment"** shall mean a payment by a User for Client services or Client bills.

1.9 **"Payment Amount"** shall mean the amount of any Payment.

1.10 **"Reversed or Charged-back Transactions"** shall mean cancelled transactions due to User error, or a User's challenge to First Billing authenticity.

1.11 **"Services"** shall consist of the Services detailed in Section 2.1 of this Agreement.

1.12 **"User"** shall mean the users of the Client's services.

2 Description of Services to be Performed

2.1 Scope of Service

First Billing shall provide to Client the services detailed in Schedule A of this Agreement, including providing Users the opportunity to make Payments by Visa, MasterCard, Discover, E-Check and other payment methods as deemed appropriate by First Billing, via IVR interface, Text and Pay and mobile,(the "Services"). Payments may be made by secure Internet interface provided at the First Billing website or other websites ("Websites") as part of First Billing's First Cloud™ payment services, (such payment methods collectively referred to as the "System. "). The Payment channels available for use by the Users shall be a secure online web portal directly linked from the Client website, an agent portal hosted by First Billing for First Billing and Client agents to take payments over the phone, an IVR number for automated payments by the Users, a mobile payment platform and Text-and-pay payment option. Users will be able to make payments auto payments, recurring payments and stored payments by registering their accounts or make a one-time payment as a guest. First Billing shall send eBills to the Users on behalf of the Client and have the bills available (ePresentment) for online access by Users.

First Billing will send daily, weekly and monthly reports to the Client which will include the Payment Details, Deposit Reconciliation and Batch Reconciliation Details. First Billing will train Client representatives on the features and functionality available to Client. First Billing will assign a Project Leader who will serve as a single point of contact between the Client and First Billing.

2.2 Professionalism

First Billing shall perform in a professional manner all Services required to be performed under this Agreement.

3 Compensation

3.1 No Cost Installation

First Billing will charge no fees related to the initial setup and personalization of its standard service for Web, Mobile, and IVR interfaces and for eBilling and ePresentment. If the Client desires work beyond the initial set-up and personalization of Web, mobile, and IVR interfaces, the Client and First

Billing will agree to additional scope of work document with estimated costs provided to the Client for approval. The rates charged for this work are included in Schedule A.

3.2 First Billing Service Fee

Per Schedule A – Convenience Fee Program - First Billing will change a convenience fee for each transaction processed (hereinafter called "First Billing Convenience Fee"). Such First Billing Convenience Fee is to be collected in addition to the corresponding Payment Amount as part of the transaction.

For each Payment, the First Billing Convenience Fee collected will be used in part to pay the corresponding Credit Card transaction fees or transaction fees associated with Debit Cards or E-Checks (hereinafter called "Transaction Fees") except for the return items (E-Check returns or Credit/Debit Card chargebacks).

A First Billing Fee Schedule is attached hereto as Schedule A. The First Billing Convenience Fee is based on the Average Bill Amount (as set forth on Schedule A), which Average Bill Amount is calculated on assumptions of the total number of payments, the total Payment Amount collected, and a mix of 70 % debit card and 30% credit cards on all cards used by user to pay their invoice each month . First Billing can amend this schedule upon prior written notice to and consent from the Customer due to changes in the Visa, MasterCard, Discover or other Card regulations, changes in card fees, changes in the Average Bill Amount or changes in the total number of monthly Payments. First Billing may also amend this schedule if debit or credit card mix changes by 5% or more. If there warrants a change in fee, the Customer can charge the user the additional convenience fee.

Per Schedule A – Absorption Fee Program - First Billing will charge the Client a monthly service fee as set forth in Schedule A – Absorption Fee Program (hereinafter called "First Billing Service Fee").

Notwithstanding the above, Client acknowledges that Client bears ultimate responsibility for payment to First Billing of all Services provided hereunder.

4 Payment Processing

4.1 Integration with Client's Billing System

At no cost to Client, First Billing's FirstIntegration™ product team will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide First Billing with the one file format specification and will fully cooperate with First Billing during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to First Billing security requirements Client will use First Billing's specified integration process. If the Client desires work beyond the scope of 1 file format interface, the Client and First Billing will agree to additional scope of work document with estimated costs provided to the Client for approval. The rates charged for this work are included in Schedule A.

If the Client chooses to use a different Customer Information System during the term of this agreement, the Client and First Billing will agree to create an additional scope of work document. Costs associated with the integration, up to a maximum of $10,000 will be covered by First Billing Services.

4.2 Explicit User Confirmation

First Billing shall confirm the dollar amount of all Payments and the corresponding First Billing Convenience Fee to be charged, and electronically obtain User approval of such charges prior to initiating Card or other authorizing transactions. First Billing will provide User with electronic confirmation of all transactions.

4.3 Merchant Account

First Billing will arrange for the Client to have a merchant account with the First Billing Authorized Processor for processing and settlement of Card transactions (a "Merchant Account Set-up").

4.4 Card Authorization

For authorization purposes, First Billing will electronically transmit all Card transactions to the appropriate Card-processing center, in real time as the transactions occur.

4.5 Settlement

First Billing, together with its authorized Card processor, shall forward the Payment Amounts to the appropriate Card organizations for settlement directly to the Client's depository bank account(s) previously designated by the Client (hereinafter the "Client Bank Account").

First Billing, together with First Billing Authorized Processor, will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and First Billing agree to fully cooperate with each other if First Billing were to change its settlement and invoicing processes.

4.6 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions, the Client authorizes First Billing and First Billing Authorized Processor (and/or the respective card organization) to debit the Client Bank Account for the Payment Amount and the Chargeback fee. First Billing shall credit back to the User the corresponding First Billing Convenience Fee, including any Client challenge approved by the Card organization. Subsequently, First Billing will refund all chargeback charges to the Client.

Client and First Billing agree to reasonably cooperate with each other if First Billing desires to change its settlement and invoicing processes for such transactions.

5 General Conditions of Services

5.1 Service Reports

First Billing shall provide Client with reports summarizing use of the Services by Users for each reporting period.

5.2 User Adoption Communication by Client

Client will make First Billing's Services available to its Users by multiple means of Client communication including: a) through bills, invoices and other notices; b) by providing details on the Client's website on a mutually agreed upon prominent place on the website; or c) other channels required by First Billing and reasonably acceptable to the Client. Client will provide all data required by First Billing to process Statements for print and mail.

First Billing shall provide Client with logos, graphics and other marketing materials for Client's use in its communications with its Users regarding the Services and/or First Billing.

Both parties agree that First Billing will be presented as an exclusive payment method option. Client will communicate the First Billing payment option to its Users wherever Client usually communicates its other payment methods.

Both parties agree that First Billing will be the exclusive provider of payment services and the only provider listed on the Client website, IVR, and communications.

5.3 Independent Contractor

Client and First Billing agree and understand that the relationship between both parties is that of an independent contractor.

5.4 Client's Responsibilities

In order for First Billing to provide Services outlined in this Agreement, in addition to the steps described in Section 5.2 hereof the Client shall reasonably cooperate with First Billing, including by:

(i) Entering into all applicable Card or cash management agreements if the City determines such agreements are appropriate, in its discretion.

(ii) Adding the phone number for the IVR payment method to its Website.

(iii) Adding the IVR payment and agent assisted payment options as part of the Client's general phone system.

(iv) For the purpose of providing a posting file for posting to Client's billing system, Client will provide to First Billing the file format specification currently used to post its payments to the billing system. Client will fully cooperate with First Billing and provide the information required to integrate with Client's billing system.

6 Governing Law and Venue

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

7 Communications

7.1 Authorized Representative

Each party shall designate an individual to act as representative for the respective party, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

7.2 Notices

All notices of any type hereunder shall be in writing and shall be given by (i) Certified or Registered Mail, return receipt, (ii) a national overnight carrier, or (iii) hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

To Client:

John Titkanich, City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922
Phone: (321) 433-8686

To First Billing:
Sharmi Rao, VP Operations
10510 Springboro Pike
Miamisburg, OH 45342
(888) 670-3488 (Phone)
(937) 436-5745 (Fax)

Notices shall be declared to have been given or received on the date delivered. Any party hereto, by giving notice in the manner set forth herein, may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

7.3 Amendment of Agreement

Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

7.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement and this Agreement shall be read as if said word, sentence or paragraph did not exist.

7.5 Attorney's Fees

Should any litigation arise concerning this Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

7.6 Confidentiality and Public Records

Except to the extent required by law, Client will not disclose to any third party, or use for any purpose inconsistent with this Agreement, any confidential or proprietary non-public information it obtains during the term of this Agreement, In accordance with section 119.0701, Florida Statutes, First Billing agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. First Billing agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. First Billing also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes or as otherwise provided by law. First Billing shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, First Billing shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of First Billing upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If First Billing does not comply with a public records request, the City shall have the right to enforce the provisions of this paragraph. In the event that First Billing fails to comply with the provisions of this paragraph, and the City is required to enforce the provisions of this paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to First Billing's failure to comply with the provisions of this paragraph, the City shall be entitled to collect from First Billing prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against First Billing. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of First Billing's failure to comply with the provisions of this Paragraph. This paragraph shall survive the termination of this Agreement.

7.7 Intellectual Property

In order that the Client may promote the Services and First Billing's role in providing the Services, First Billing grants to Client a revocable, non-exclusive, royalty-free, license to use First Billing's logo and other service marks (the "First Billing Marks") for such purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by First Billing on the IVR or the Website) or other intellectual property right of First Billing ("First Billing Intellectual Property"). All First Billing Marks, First Billing Intellectual Property, and the System and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to First Billing.

7.8 Force Majeure

First Billing and the Client will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond First Billing's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extraordinary losses of utilities (including telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

7.9 Time of the Essence

First Billing and Client acknowledge and agree that time is of the essence for the completion of the Services to be performed and each party's respective obligations under this Agreement.

7.11 Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed and transmitted by facsimile, with such facsimile signatures fully binding and deemed an original.

7.12 Entire Agreement

This Agreement represents the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of First Billing or Client with respect to the subject matter hereof and may be changed only by agreements in writing signed by the authorized representatives or parties. Client agrees to extend the pricing, terms, optional services and conditions of this contract to other governmental entities at the discretion of First Billing.

8 Indemnification

8.1 First Billing Indemnification and Hold Harmless

a. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Billing shall indemnify, hold harmless and defend the City of Cocoa, its officers, agents, officials, representatives, employees and attorneys (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of First Billing, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees in the execution, performance or non-performance or failure to adequately perform First Billing's obligations pursuant to this Agreement.

b. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Billing shall indemnify, hold harmless and defend the City of Cocoa, its officers,

agents, officials, representatives, employees and attorneys (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of First Billing, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees with respect to patent or copyright infringements.

8.2 Client Indemnification and Hold Harmless

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless First Billing, its affiliates, officers, directors, stockholders, agents, employees, and representatives, (collectively, the "First Billing Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including without limitation, reasonable attorney's fees and expenses) incurred by any First Billing Indemnity as a result or arising out of (i) the willful misconduct or negligence of Client related to the Services or (ii) a material breach of Client's covenants.

8.3 Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FIRST BILLING DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO THE CLIENT OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

8.4 Limitation of Liability

Notwithstanding the foregoing, the parties agree that neither party shall be liable to the other for any lost profits, lost savings or other special, indirect or consequential damages, even if the party has been advised of or could have foreseen the possibility of such damages. First Billing's total liability for damages for any and all actions associated with this Agreement or the Services shall in no event exceed the aggregate dollar amount of the First Billing Service Fee paid to First Billing for the twelve (12) month period immediately preceding the particular payment transaction which is the subject matter of the claim of damage. The preceding limit shall not apply to any Payment Amount erroneously collected and returned.

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that the City's liability for any breach never exceeds the sum of $100. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Billing expresses its willingness to enter into this Agreement with the knowledge that the First Billing's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of $100 less the amount of all funds actually paid by the City to First Billing pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, First Billing agrees that the City shall not be liable to First Billing for damages in the amount in excess of $100, which amount shall be reduced by the amount actually paid by the City to First Billing pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this

Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

9 Term and Termination

9.1 Term

The initial term of this agreement shall be a period of thirty-six (36) months commencing on the Launch Date. Subsequent to the conclusion of the initial thirty-six (36) month term, the agreement may be renewed for an additional twenty-four (24) months by written agreement of both parties. The City may terminate this Agreement for convenience upon thirty (30) days prior written notice to First Billing.

9.2 Material Breach

A material breach of this Agreement shall be cured within ninety (90) days ("Cure Period") after a party notifies the other of such breach. In the event such material breach has not been cured within the Cure Period, either party can terminate this Agreement by providing the other party with a 60 day notice to the other party.

9.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, First Billing shall cease all Services being provided hereunder unless otherwise directed by the Client in writing.

10 Insurance

In the performance of work and services under this Agreement, First Billing agrees to comply with all federal, state and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to First Billing, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

First Billing shall maintain in full force and effect during the life of the Agreement, Workers' Compensation insurance covering all employees in performance of work under the Agreement. First Billing shall make this same requirement of any of its subcontractors. First Billing shall indemnify and save the City harmless for any damage resulting to it for failure of either First Billing or any subcontractor to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage which the First Billing agrees to maintain during the term of this Agreement:

COVERAGE	MINIMUM LIMITS
General Liability	$500,000 per person/incident $1,000,000 incident
Professional Liability (if applicable)	$1,000,000
Worker's Compensation	Statutory

Neither First Billing nor any subcontractor shall commence work under this Agreement until they have obtained all insurance required under this section and have supplied the City's Agreement administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall approve such certificates. All insurers shall be licensed to conduct business in the State of Florida. Insurers must have, at a minimum, a policyholders' rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception. All policies provided shall be per Occurrence, not Claims Made, forms. First Billing's insurance policies shall be endorsed to add the City of Cocoa as an Additional Insured. First Billing shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice have been given to the City by certified mail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Client:

By: _____

John Titkanich, City Manager

Date: 10/24/17

First Billing Services, LLC

By: _____

Patrick Dorsey, Chief Executive Officer

Date: 10/30/2017

Schedule A – First Billing Service Fee Schedule

First Billing Service Fee charged to the Client and Convenience Fee charged to the User will be based on the selected program checked below:

Client Name: The City of Cocoa
Client Address: 65 Stone Street, Cocoa, FL 32922
Contact: Lora Howell

____X_____ **Convenience Fee Program**

Average Bill Amount - $91.00 Number of Billable Client Accounts : 85,000

Package Includes:

- All payment channels and types outlined below, E-billing and E-presentment

Payments Channels

- Web Portal (User and Agent)
- IVR
- Text and Pay & Mobile
- Agent-assisted
- In-office

Bill Design – Redesign bill with new graphic using existing SunGard print export – $1,875.00

Payment Types (Visa, MasterCard, Discover, American Express and E-Checks)

- Credit/Debit Card (Residential accounts): **$2.99** per transaction (maximum: $300.00/transaction)
- E-Check **$2.99** per transaction
- Credit/Debit Card (Residential accounts): **$3.25** per transaction (max: $300.00/transaction) (Agent-Assisted Channel only)
- Credit/Debit card (Commercial accounts): **$2.99** per transaction (*up to $300.00*)
- Credit/Debit card (Commercial accounts): **2.65% + $0.10** per transaction (*over $300.00*)

In-office Terminals

- E3 Pin pad terminals (6): No charge for first 6 pads – $299.00 per pad

Optional Services

- Lockbox : **$0.25** per transaction
- eLockbox: **$0.10** per transaction
- Statement printing: **$0.10** per page, $.075 per additional page, $.001 per insert
  - Each statement includes single 8.5" x 11" sheet Laser, duplex on perforated paper
  - Multi-Color front, 1 color back
  - #10 Double window envelope, #9 Single window return envelope
  - Mailing (postage paid by customer)

Software Services Included:

- FirstAgent™ , FirstChoice™, FirstIVR™, FirstMobile™ , FirstSecure™, Text and Pay

Professional Services (optional):

- 145.00 per hour for software development, 175.00 per hour for project management

Absorbed Fee Program (All charges paid by the client – City of Cocoa)

Average Bill Amount - $91.00 Number of Billable Client Accounts : 85,000

Package Includes:

- All payment channels and types outlined below

Payment Types (Visa, MasterCard, Discover, American Express and E-Checks)

Bill Design – Redesign bill with new graphic using existing SunGard print export – $1,875.00

Payments Channels

- Web Portal : Credit/Debit/E-check fee + $0.15 per transaction
- IVR: Credit/Debit/E-check fee + $0.15 per transaction
- Text and Pay / Mobile: Credit/Debit/E-check fee + $0.15 per transaction
- Agent-assisted: Credit/Debit/E-check fee + $0.25 per transaction
- In-Office: Credit/Debit/E-check fee + $0.15 per transaction

In-office Terminals

- E3 Pin pad terminals(6): No charge for first 6 pads – $299.00 per pad

Services

- Monthly hosting: **$500.00** per month
- PCI Compliance / First Secure: **$250.00** per month
- E-payment processing fee: **$0.10** per item
- ACH returns: **$1.00** per item
- Online document archival: **$0.12** per item
- E-presentment: **$0.12** per item
- E-billing: **$0.15** per item

Optional Services

- Lockbox : **$0.25** per item
- eLockbox: **$0.10** per item
- Statement printing: **$0.10** per page, $.075 per additional page, $.001 per insert
  - Each statement includes single 8.5" x 11" sheet Laser, duplex on perforated paper.
  - Multi-Color front, 1 color back
  - #10 Double window envelope, #9 Single window return envelope
  - Mailing (postage paid by customer)

Software Services Included:

- FirstAgent™ , FirstChoice™, FirstIVR™, FirstMobile™ , FirstSecure™, Text and Pay

Professional Services (optional):

- 145.00 per hour for software development, 175.00 per hour for project management



MASTER SERVICES AGREEMENT

This Master Services Agreement ("Master Agreement") is entered into as of the Effective Date below, by and between The City of Cocoa, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 32922, ("Client") and **First Billing Services, LLC** an Ohio Limited Liability Company, whose address is 10510 Springboro Pike, Miamisburg, Ohio, 45342 ("First Billing").

WHEREAS First Billing provides electronic bill payment services to utilities, municipalities, insurance and other businesses and First Billing desires to provide and the Client desires to receive certain related services under the terms and conditions set forth in this Agreement .

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows.

GENERAL TERMS AND CONDITIONS

1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them herein unless the context clearly indicates otherwise.

1.1 "**Agreement**" or "**Contract**" shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this contract for First Billing to be the exclusive provider of services, stated herein, to the Client.

1.2 **"Average Bill Amount"** shall mean the total Payment Amounts collected through the First Billing system in a given month divided by the number of the Payments for the same month. "

1.3 "**Card**" shall mean a credit card or debit card.

1.4 "**Effective Date**" shall be the last date upon which all parties have signed this Agreement.

1.5 **"First Billing Authorized Processor"** shall mean a First Billing authorized merchant account provider and payment processing gateway.

1.6 "**IVR**" means interactive voice response

1.7 "**Launch Date**" shall be the date on which Client launches this service to the Users, which shall occur within 30 days of the date of Merchant Account Set-up as provided in Section 4.3 hereof.

1.8 "**Payment**" shall mean a payment by a User for Client services or Client bills.

1.9 "**Payment Amount**" shall mean the amount of any Payment.

1.10 "**Reversed or Charged-back Transactions**" shall mean cancelled transactions due to User error, or a User's challenge to First Billing authenticity.

1.11 "**Services**" shall consist of the Services detailed in Section 2.1 of this Agreement.

1.12 "**User**" shall mean the users of the Client's services.

2 Description of Services to be Performed

2.1 Scope of Service

First Billing shall provide to Client the services detailed in Schedule A of this Agreement, including providing Users the opportunity to make Payments by Visa, MasterCard, Discover, E-Check and other payment methods as deemed appropriate by First Billing, via IVR interface, Text and Pay and mobile,(the "Services"). Payments may be made by secure Internet interface provided at the First Billing website or other websites ("Websites") as part of First Billing's First Cloud™ payment services, (such payment methods collectively referred to as the "System. "). The Payment channels available for use by the Users shall be a secure online web portal directly linked from the Client website, an agent portal hosted by First Billing for First Billing and Client agents to take payments over the phone, an IVR number for automated payments by the Users, a mobile payment platform and Text-and-pay payment option. Users will be able to make payments auto payments, recurring payments and stored payments by registering their accounts or make a one-time payment as a guest. First Billing shall send eBills to the Users on behalf of the Client and have the bills available (ePresentment) for online access by Users.

First Billing will send daily, weekly and monthly reports to the Client which will include the Payment Details, Deposit Reconciliation and Batch Reconciliation Details. First Billing will train Client representatives on the features and functionality available to Client. First Billing will assign a Project Leader who will serve as a single point of contact between the Client and First Billing.

2.2 Professionalism

First Billing shall perform in a professional manner all Services required to be performed under this Agreement.

3 Compensation

3.1 No Cost Installation

First Billing will charge no fees related to the initial setup and personalization of its standard service for Web, Mobile, and IVR interfaces and for eBilling and ePresentment. If the Client desires work beyond the initial set-up and personalization of Web, mobile, and IVR interfaces, the Client and First

Billing will agree to additional scope of work document with estimated costs provided to the Client for approval. The rates charged for this work are included in Schedule A.

3.2 First Billing Service Fee

Per Schedule A – Convenience Fee Program - First Billing will change a convenience fee for each transaction processed (hereinafter called "First Billing Convenience Fee"). Such First Billing Convenience Fee is to be collected in addition to the corresponding Payment Amount as part of the transaction.

For each Payment, the First Billing Convenience Fee collected will be used in part to pay the corresponding Credit Card transaction fees or transaction fees associated with Debit Cards or E-Checks (hereinafter called "Transaction Fees") except for the return items (E-Check returns or Credit/Debit Card chargebacks).

A First Billing Fee Schedule is attached hereto as Schedule A. The First Billing Convenience Fee is based on the Average Bill Amount (as set forth on Schedule A), which Average Bill Amount is calculated on assumptions of the total number of payments, the total Payment Amount collected, and a mix of 70 % debit card and 30% credit cards on all cards used by user to pay their invoice each month . First Billing can amend this schedule upon prior written notice to and consent from the Customer due to changes in the Visa, MasterCard, Discover or other Card regulations, changes in card fees, changes in the Average Bill Amount or changes in the total number of monthly Payments. First Billing may also amend this schedule if debit or credit card mix changes by 5% or more. If there warrants a change in fee, the Customer can charge the user the additional convenience fee.

Per Schedule A – Absorption Fee Program - First Billing will charge the Client a monthly service fee as set forth in Schedule A – Absorption Fee Program (hereinafter called "First Billing Service Fee").

Notwithstanding the above, Client acknowledges that Client bears ultimate responsibility for payment to First Billing of all Services provided hereunder.

4 Payment Processing

4.1 Integration with Client's Billing System

At no cost to Client, First Billing's FirstIntegration™ product team will develop one (1) file format interface with Client's billing system using Client's existing text file format currently used to post payments to Client's billing system. Client will be responsible to provide First Billing with the one file format specification and will fully cooperate with First Billing during the development of the said interface. If Client chooses to create an automated file integration process to download the posting file, due to First Billing security requirements Client will use First Billing's specified integration process. If the Client desires work beyond the scope of 1 file format interface, the Client and First Billing will agree to additional scope of work document with estimated costs provided to the Client for approval. The rates charged for this work are included in Schedule A.

If the Client chooses to use a different Customer Information System during the term of this agreement, the Client and First Billing will agree to create an additional scope of work document. Costs associated with the integration, up to a maximum of $10,000 will be covered by First Billing Services.

4.2 Explicit User Confirmation

First Billing shall confirm the dollar amount of all Payments and the corresponding First Billing Convenience Fee to be charged, and electronically obtain User approval of such charges prior to initiating Card or other authorizing transactions. First Billing will provide User with electronic confirmation of all transactions.

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For authorization purposes, First Billing will electronically transmit all Card transactions to the appropriate Card-processing center, in real time as the transactions occur.

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First Billing, together with First Billing Authorized Processor, will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and First Billing agree to fully cooperate with each other if First Billing were to change its settlement and invoicing processes.

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With respect to all Reversed or Chargeback Transactions, the Client authorizes First Billing and First Billing Authorized Processor (and/or the respective card organization) to debit the Client Bank Account for the Payment Amount and the Chargeback fee. First Billing shall credit back to the User the corresponding First Billing Convenience Fee, including any Client challenge approved by the Card organization. Subsequently, First Billing will refund all chargeback charges to the Client.

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Both parties agree that First Billing will be presented as an exclusive payment method option. Client will communicate the First Billing payment option to its Users wherever Client usually communicates its other payment methods.

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In order for First Billing to provide Services outlined in this Agreement, in addition to the steps described in Section 5.2 hereof the Client shall reasonably cooperate with First Billing, including by:

(i) Entering into all applicable Card or cash management agreements if the City determines such agreements are appropriate, in its discretion.

(ii) Adding the phone number for the IVR payment method to its Website.

(iii) Adding the IVR payment and agent assisted payment options as part of the Client's general phone system.

(iv) For the purpose of providing a posting file for posting to Client's billing system, Client will provide to First Billing the file format specification currently used to post its payments to the billing system. Client will fully cooperate with First Billing and provide the information required to integrate with Client's billing system.

6 Governing Law and Venue

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

7 Communications

7.1 Authorized Representative

Each party shall designate an individual to act as representative for the respective party, with the authority to transmit instructions and receive information. The parties may from time to time designate other individuals or change the individuals.

7.2 Notices

All notices of any type hereunder shall be in writing and shall be given by (i) Certified or Registered Mail, return receipt, (ii) a national overnight carrier, or (iii) hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

To Client:

John Titkanich, City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922
Phone: (321) 433-8686

To First Billing:
Sharmi Rao, VP Operations
10510 Springboro Pike
Miamisburg, OH 45342
(888) 670-3488 (Phone)
(937) 436-5745 (Fax)

Notices shall be declared to have been given or received on the date delivered. Any party hereto, by giving notice in the manner set forth herein, may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received.

7.3 Amendment of Agreement

Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

7.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement and this Agreement shall be read as if said word, sentence or paragraph did not exist.

7.5 Attorney's Fees

Should any litigation arise concerning this Agreement between the parties hereto, the parties agree to bear their own costs and attorney's fees.

7.6 Confidentiality and Public Records

Except to the extent required by law, Client will not disclose to any third party, or use for any purpose inconsistent with this Agreement, any confidential or proprietary non-public information it obtains during the term of this Agreement, In accordance with section 119.0701, Florida Statutes, First Billing agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes. First Billing agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. First Billing also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes or as otherwise provided by law. First Billing shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, First Billing shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of First Billing upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If First Billing does not comply with a public records request, the City shall have the right to enforce the provisions of this paragraph. In the event that First Billing fails to comply with the provisions of this paragraph, and the City is required to enforce the provisions of this paragraph, or the City suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to First Billing's failure to comply with the provisions of this paragraph, the City shall be entitled to collect from First Billing prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against First Billing. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of First Billing's failure to comply with the provisions of this Paragraph. This paragraph shall survive the termination of this Agreement.

7.7 Intellectual Property

In order that the Client may promote the Services and First Billing's role in providing the Services, First Billing grants to Client a revocable, non-exclusive, royalty-free, license to use First Billing's logo and other service marks (the "First Billing Marks") for such purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by First Billing on the IVR or the Website) or other intellectual property right of First Billing ("First Billing Intellectual Property"). All First Billing Marks, First Billing Intellectual Property, and the System and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to First Billing.

7.8 Force Majeure

First Billing and the Client will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond First Billing's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walk-outs, extraordinary losses of utilities (including telecommunications services), external computer "hacker" attacks, and/or delays of common carrier.

7.9 Time of the Essence

First Billing and Client acknowledge and agree that time is of the essence for the completion of the Services to be performed and each party's respective obligations under this Agreement.

7.11 Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement may be executed and transmitted by facsimile, with such facsimile signatures fully binding and deemed an original.

7.12 Entire Agreement

This Agreement represents the entire understanding between the parties hereto with respect to its subject matter and supersedes all other written or oral agreements heretofore made by or on behalf of First Billing or Client with respect to the subject matter hereof and may be changed only by agreements in writing signed by the authorized representatives or parties. Client agrees to extend the pricing, terms, optional services and conditions of this contract to other governmental entities at the discretion of First Billing.

8 Indemnification

8.1 First Billing Indemnification and Hold Harmless

a. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Billing shall indemnify, hold harmless and defend the City of Cocoa, its officers, agents, officials, representatives, employees and attorneys (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of First Billing, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees in the execution, performance or non-performance or failure to adequately perform First Billing's obligations pursuant to this Agreement.

b. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Billing shall indemnify, hold harmless and defend the City of Cocoa, its officers,

agents, officials, representatives, employees and attorneys (hereinafter the "City") against any and all liability, loss, cost, damages, expenses, claim or actions, of whatever type, including but not limited to attorney's fees and suit costs, for trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of First Billing, its agent(s), vendors, contractors, subcontractor(s), representatives, servants or employees with respect to patent or copyright infringements.

8.2 Client Indemnification and Hold Harmless

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless First Billing, its affiliates, officers, directors, stockholders, agents, employees, and representatives, (collectively, the "First Billing Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including without limitation, reasonable attorney's fees and expenses) incurred by any First Billing Indemnity as a result or arising out of (i) the willful misconduct or negligence of Client related to the Services or (ii) a material breach of Client's covenants.

8.3 Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FIRST BILLING DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO THE CLIENT OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

8.4 Limitation of Liability

Notwithstanding the foregoing, the parties agree that neither party shall be liable to the other for any lost profits, lost savings or other special, indirect or consequential damages, even if the party has been advised of or could have foreseen the possibility of such damages. First Billing's total liability for damages for any and all actions associated with this Agreement or the Services shall in no event exceed the aggregate dollar amount of the First Billing Service Fee paid to First Billing for the twelve (12) month period immediately preceding the particular payment transaction which is the subject matter of the claim of damage. The preceding limit shall not apply to any Payment Amount erroneously collected and returned.

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that the City's liability for any breach never exceeds the sum of $100. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, First Billing expresses its willingness to enter into this Agreement with the knowledge that the First Billing's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of $100 less the amount of all funds actually paid by the City to First Billing pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, First Billing agrees that the City shall not be liable to First Billing for damages in the amount in excess of $100, which amount shall be reduced by the amount actually paid by the City to First Billing pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this

Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

9 Term and Termination

9.1 Term

The initial term of this agreement shall be a period of thirty-six (36) months commencing on the Launch Date. Subsequent to the conclusion of the initial thirty-six (36) month term, the agreement may be renewed for an additional twenty-four (24) months by written agreement of both parties. The City may terminate this Agreement for convenience upon thirty (30) days prior written notice to First Billing.

9.2 Material Breach

A material breach of this Agreement shall be cured within ninety (90) days ("Cure Period") after a party notifies the other of such breach. In the event such material breach has not been cured within the Cure Period, either party can terminate this Agreement by providing the other party with a 60 day notice to the other party.

9.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. Upon termination, First Billing shall cease all Services being provided hereunder unless otherwise directed by the Client in writing.

10 Insurance

In the performance of work and services under this Agreement, First Billing agrees to comply with all federal, state and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to First Billing, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

First Billing shall maintain in full force and effect during the life of the Agreement, Workers' Compensation insurance covering all employees in performance of work under the Agreement. First Billing shall make this same requirement of any of its subcontractors. First Billing shall indemnify and save the City harmless for any damage resulting to it for failure of either First Billing or any subcontractor to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage which the First Billing agrees to maintain during the term of this Agreement:

COVERAGE	**MINIMUM LIMITS**
General Liability	$500,000 per person/incident $1,000,000 incident
Professional Liability (if applicable)	$1,000,000
Worker's Compensation	Statutory

Neither First Billing nor any subcontractor shall commence work under this Agreement until they have obtained all insurance required under this section and have supplied the City's Agreement administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall approve such certificates. All insurers shall be licensed to conduct business in the State of Florida. Insurers must have, at a minimum, a policyholders' rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception. All policies provided shall be per Occurrence, not Claims Made, forms. First Billing's insurance policies shall be endorsed to add the City of Cocoa as an Additional Insured. First Billing shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice have been given to the City by certified mail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Client:

By: _____

John Titkanich, City Manager

Date: 10/24/17

First Billing Services, LLC

By: _____

Patrick Dorsey, Chief Executive Officer

Date: 10/30/2017

Schedule A – First Billing Service Fee Schedule

First Billing Service Fee charged to the Client and Convenience Fee charged to the User will be based on the selected program checked below:

Client Name: The City of Cocoa
Client Address: 65 Stone Street, Cocoa, FL 32922
Contact: Lora Howell

____X_____ **Convenience Fee Program**

Average Bill Amount - $91.00 Number of Billable Client Accounts : 85,000

Package Includes:

- All payment channels and types outlined below, E-billing and E-presentment

Payments Channels

- Web Portal (User and Agent)
- IVR
- Text and Pay & Mobile
- Agent-assisted
- In-office

Bill Design – Redesign bill with new graphic using existing SunGard print export – $1,875.00

Payment Types (Visa, MasterCard, Discover, American Express and E-Checks)

- Credit/Debit Card (Residential accounts): **$2.99** per transaction (maximum: $300.00/transaction)
- E-Check **$2.99** per transaction
- Credit/Debit Card (Residential accounts): **$3.25** per transaction (max: $300.00/transaction) (Agent-Assisted Channel only)
- Credit/Debit card (Commercial accounts): **$2.99** per transaction (*up to $300.00*)
- Credit/Debit card (Commercial accounts): **2.65% + $0.10** per transaction (*over $300.00*)

In-office Terminals

- E3 Pin pad terminals (6): No charge for first 6 pads – $299.00 per pad

Optional Services

- Lockbox : **$0.25** per transaction
- eLockbox: **$0.10** per transaction
- Statement printing: **$0.10** per page, $.075 per additional page, $.001 per insert
  - Each statement includes single 8.5" x 11" sheet Laser, duplex on perforated paper
  - Multi-Color front, 1 color back
  - #10 Double window envelope, #9 Single window return envelope
  - Mailing (postage paid by customer)

Software Services Included:

- FirstAgent™ , FirstChoice™, FirstIVR™, FirstMobile™ , FirstSecure™, Text and Pay

Professional Services (optional):

- 145.00 per hour for software development, 175.00 per hour for project management

Absorbed Fee Program (All charges paid by the client – City of Cocoa)

Average Bill Amount - $91.00 Number of Billable Client Accounts : 85,000

Package Includes:

- All payment channels and types outlined below

Payment Types (Visa, MasterCard, Discover, American Express and E-Checks)

Bill Design – Redesign bill with new graphic using existing SunGard print export – $1,875.00

Payments Channels

- Web Portal : Credit/Debit/E-check fee + $0.15 per transaction
- IVR: Credit/Debit/E-check fee + $0.15 per transaction
- Text and Pay / Mobile: Credit/Debit/E-check fee + $0.15 per transaction
- Agent-assisted: Credit/Debit/E-check fee + $0.25 per transaction
- In-Office: Credit/Debit/E-check fee + $0.15 per transaction

In-office Terminals

- E3 Pin pad terminals(6): No charge for first 6 pads – $299.00 per pad

Services

- Monthly hosting: **$500.00** per month
- PCI Compliance / First Secure: **$250.00** per month
- E-payment processing fee: **$0.10** per item
- ACH returns: **$1.00** per item
- Online document archival: **$0.12** per item
- E-presentment: **$0.12** per item
- E-billing: **$0.15** per item

Optional Services

- Lockbox : **$0.25** per item
- eLockbox: **$0.10** per item
- Statement printing: **$0.10** per page, $.075 per additional page, $.001 per insert
  - Each statement includes single 8.5" x 11" sheet Laser, duplex on perforated paper.
  - Multi-Color front, 1 color back
  - #10 Double window envelope, #9 Single window return envelope
  - Mailing (postage paid by customer)

Software Services Included:

- FirstAgent™ , FirstChoice™, FirstIVR™, FirstMobile™ , FirstSecure™, Text and Pay

Professional Services (optional):

- 145.00 per hour for software development, 175.00 per hour for project management

Legislation Details (With Text)

File #:	20-375	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	6/24/2020			**In control:**	City Council
On agenda:	7/8/2020			**Final action:**	
Title:	Consider approval of a multi-year contract between the School Board of Brevard County and the City of Cocoa for renewal of the School Resource Officer program for the 2020-2021 school year and the 2021-2022 school year, beginning July 1, 2020 and ending June 20, 2022 and authorize the City Manager and City Attorney to finalize and execute the contract with the School Board. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2yr Cocoa SRO MOU 2020-22.pdf FY21 SRO Employee Detail (06-25-20).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 24, 2020
Agenda Date: July 8, 2020
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:
To consider approval of a multi-year contract between the School Board of Brevard County and the City of Cocoa for renewal of the School Resource Officer program for the 2020-2021 school year and the 2021-2022 school year, beginning July 1, 2020 and ending June 20, 2022 and authorize the City Manager and City Attorney to finalize and execute the contract with the School Board.

BACKGROUND:

The School Board of Brevard County and Cocoa Police Department desire the renewal of the multi-year agreement to provide a School Resource Officers for the 2020-2021 and for the 2021-2022 school years. During the 2018 legislative session the Marjory Stoneman Douglas High School Safety Act was signed into law and requires a number of school safety initiative. Of the more pressing initiatives is for assignment of one or more safe-school officers at each school facility.

Cocoa Schools Receiving a School Resource Officer

- Endeavour Elementary
- Cambridge Elementary
- Cocoa High School

Staff is requesting Council's approval of this multi-year contract for the FY20/FY21 and the FY21/FY22 budget years, pending final approval of the City of Cocoa's budget and the Brevard County School Board budget. Brevard County School Board is requesting that there be two (2) signed originals. Once two (2) fully executed contracts are complete, one (1) original will be sent to our agency.

STRATEGIC PLAN CONNECTION:

By assigning a School Resource Officer to Cocoa High School, Endeavour Elementary School and Cambridge Elementary School we are able to prevent juvenile delinquency by promoting positive relations between youth and law enforcement. The School Resource Officer position encompasses three major components which allow the School Resource Officer to achieve this goal: law enforcement, education and counseling. These three components allow the School Resource Officer to take a proactive approach to law enforcement. School Resource Officers are not just 'cops' on campus. School Resource Officers provide all law enforcement duties on their campus. They educate the students by teaching law related classes and other related subjects in the classrooms and counsel both students and parents on various topics. The School Resource Officer becomes involved in the students' lives as a positive role model. The intent is that the positive experiences students have with the School Resource Officer will bridge the gap between juveniles and law enforcement, and in doing so, help prevent juvenile crime. This agenda item specifically affects Crime and Public safety.

BUDGETARY IMPACT:

Reimbursement from Brevard County Schools will be on a Budgeted 190 school day basis with the City of Cocoa placing one Officer at Cocoa High School, one Officer at Endeavour Elementary School and one Officer at Cambridge Elementary School beginning July 1, 2020 and ending June 30, 2021. During this time the Brevard County School Board will reimburse the City of Cocoa $171,000 for School Resource Officers services.

Reimbursement from Brevard County Schools will be on a Budgeted 190 school day basis with the City of Cocoa placing one Officer at Cocoa High School, one Officer at Endeavour Elementary School and one Officer at Cambridge Elementary School beginning July 1, 2021 and ending June 30, 2022. During this time the Brevard County School Board will reimburse the City of Cocoa $186,000 for School Resource Officers services. Revenue and expenses have been budgeted for FY2020 and are included in the Proposed FY2021 and will be included in the proposed FY2022 budgets.

Revenue2020-2021:

Resource Officer-City Contract
Account Number 001-0000-331.20-01
Amount $171,000

Expense:

The expense accounts are the various salary and benefit lines for the three Officers within the Police Departments FY20 and FY21 Budgets, at approximately = $288,349 annually

Revenue2021-2022:

Resource Officer-City Contract
Account Number 001-0000-331.20-01
Amount $186,000

Expense:

The expense accounts are the various salary and benefit lines for the three Officers within the Police Departments FY20 and FY21 Budgets, at approximately = $288,349 annually.

PREVIOUS ACTION:

Council previously approved agenda item 19-357 last fiscal and school year.

RECOMMENDED MOTION:
To consider approval of a multi-year contract between the School Board of Brevard County and the City of Cocoa for renewal of the School Resource Officer program for the 2020-2021 school year and the 2021-2022 school year, beginning July 1, 2020 and ending June 20, 2022 and authorize the City Manager and City Attorney to finalize and execute the contract with the School Board.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), is entered into and made effective this 1st day of July, 2020, irrespective of when signed, by and between **THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA,** hereinafter called the "**BOARD**," and the **CITY OF COCOA, FLORIDA**, hereinafter called the "**CITY,"** each individually a "Party," collectively "Parties**."**

WITNESSETH:

WHEREAS, the BOARD and the CITY desire to assign School Resource Officers ("SROs") to school campus(es) within the CITY for a period of not more than 190 days during the school year; and

WHEREAS, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the BOARD and the CITY believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers, and the Brevard Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies, and provide/expand opportunities for safety and security training and awareness for the BOARD's staff members, as well as the faculty and students attending the schools under the jurisdiction of the BOARD and the parents of such students;

NOW, THEREFORE, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.

2. This MOU shall be effective commencing July 1, 2020, and terminate on June 30, 2022, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2022, this Agreement may be renewed by the Parties for successive two-year periods (commencing on July 1st and ending on June 30th of each successive year) upon the written agreement of the Parties. Thus, the Agreement will not automatically renew and any renewal can only occur upon the written agreement of the Parties.

Either Party may terminate this MOU upon thirty (30) days' written notice to the other Party. Any termination of this MOU that results in overpayment to the CITY will result in the return of funds to the BOARD equal to the proportionate amount of time remaining in the MOU.

3. The CITY shall assign up to four (4) SRO(s), each a sworn law enforcement officer(s), to work at least a total of One Hundred Ninety (190) days, concurrent to the School Board of Brevard County's teacher work calendar and inclusive of student attendance days. Each SRO shall be assigned to designated Brevard Public School campuses to provide security, preparation drills, safety training, and safety awareness related programs to the respective school campus, students, employees, volunteers, and visitors of the Brevard Public School District. The CITY will provide a minimum of three (3) SRO(s) for the start of the 2020-21 and 2021-22 school years. Assignments of SRO(s) to school campuses shall be coordinated with ***Major Brandon Lanza,*** *Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.* Assignments will be made to support the following schools: Cocoa High, Endeavour Elementary, Cambridge Elementary, and Clearlake Education Center.

4. **Consideration Clause FY 2020-2021:** With respect to the first year of the two-year term commencing on July 1, 2020, and terminating on June 30, 2021, the BOARD agrees to reimburse the CITY a flat-fee of Fifty-Seven Thousand and 00/100 Dollars ($57,000.00) per SRO for the salary, benefits, and associated costs of the CITY as agreed upon for up to the assigned three (3) SRO(s), for a total not to exceed amount of One Hundred Seventy-One Thousand and 00/100 Dollars ($171,000.00). If additional SROs become available to be assigned, beyond the initial three (3) (and up to four (4)), and adequate funding is available to the BOARD, the BOARD will reimburse the CITY prorated amount based upon the flat-fee of Fifty-Seven Thousand and 00/100 ($57,000.00) and the number of school days remaining in the school year per SRO. In the event the CITY is unable to assign an SRO officer to fill any of the four SRO positions under this Agreement due to the resignation, dismissal, reassignment, or long term absence of an assigned SRO officer in excess of five days (not including approved sick, vacation or training time), or because the CITY does not have a qualified officer to serve in an SRO position, payment will only be made for the unfilled SRO position on a prorated basis based on the number of days remaining in a school year once the SRO is assigned to a school (or based on days SRO services are provided).

5. **FY 2020-2021:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). The BOARD shall reimburse the CITY in four (4) equivalent installments calculated to include the following: the quarterly cost of each assigned SRO contemplated in Paragraph 3 and 4 above due on or before August 1, 2020 (covering the period beginning July 1, 2020, through September 30, 2020); November 1, 2020 (covering the period beginning October 1, 2020, through December 31, 2020); February 1, 2021 (covering the period beginning January 1, 2021, through March 31, 2021); and April 1, 2021 (covering the period beginning April 1, 2021, through June 30, 2021). *All invoices should be submitted to **Major Brandon Lanza,** Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*

6. **Consideration Clause FY 2021-2022:** With respect to the second year of the two-year term commencing on July 1, 2021, and terminating on June 30, 2022, the BOARD agrees to reimburse the CITY a flat-fee of Sixty-Two Thousand and 00/100 Dollars ($62,000.00) per SRO for the salary, benefits, and associated costs of the CITY as agreed upon for up to the assigned three (3) SRO(s), for a total not to exceed amount of One Hundred Eighty-Six Thousand and 00/100 Dollars ($186,000.00). If additional SROs become available to be assigned, beyond the initial three (3) (and up to four (4)), and adequate funding is available to the BOARD, the BOARD will reimburse the CITY prorated amount based upon the flat-fee of Sixty-Two Thousand and 00/100 ($62,000.00) and the number of school days remaining in the school year per SRO. In the event the CITY is unable to assign an SRO officer to fill any of the four SRO positions under this Agreement due to the resignation, dismissal, reassignment, or long term absence of an assigned SRO officer in excess of five days (not including approved sick, vacation or training time), or because the CITY does not have a qualified officer to serve in an SRO position, payment will only be made for the unfilled SRO position on a prorated basis based on the number of days remaining in a school year once the SRO is assigned to a school (or based on days SRO services are provided).

7. **FY 2021-2022:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). The BOARD shall reimburse the CITY in four (4) equivalent installments calculated to include the following: the quarterly cost of each assigned SRO contemplated in Paragraph 3 and 6 above due on or before August 1, 2021 (covering the period beginning July 1, 2021, through September 30, 2021); November 1, 2021 (covering the period

beginning October 1, 2021, through December 31, 2021); February 1, 2022 (covering the period beginning January 1, 2022, through March 31, 2022); and April 1, 2022 (covering the period beginning April 1, 2022, through June 30, 2022). *All invoices should be submitted to* ***Major Brandon Lanza,*** *Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*

8. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO(s).

9. The Parties understand and agree that the SRO(s), in rendering services provided for by this MOU, is/are doing so as an employee of the CITY and not as an officer, agent, or employee of the BOARD.

10. BOARD members or any employee under the jurisdiction of the BOARD shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Superintendent or designee to the Chief of Police or designee.

11. The SRO(s) shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).

12. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO(s) may be assigned other law enforcement duties by the Chief of Police.

13. During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Brevard County Commission, Brevard County Emergency Operations Center Policy Group, or CITY, the Parties shall discuss the specific role and activities of the SROs to accomplish the needs of the BOARD and the CITY throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU, and Exhibit I and Exhibit II, to include funding, without mutually agreed written agreement. However, if the CITY is unable due to the nature of the critical incident, not due to any action or directive from the BOARD or employees, representatives or agents of the BOARD, to provide the services for which the

CITY is obligated to provide pursuant to this MOU, the BOARD shall not be obligated to pay for services that are not being rendered or offered to be rendered by the CITY.

14. At all material times, the SRO(s) shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.

15. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence or intentional acts of such Party or such Party's employees, officers, agents, or attorneys.

16. The BOARD and CITY acknowledge that each entity is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19), Florida Statutes, each Party shall indemnify, defend, and hold harmless, and free from the liability, the other Party, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the services contemplated hereunder except to the extent caused by the sole negligence of a Party.

17. The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.

18. The CITY agrees to the goals and guidelines stipulated in the attached Exhibits I and II, which are incorporated by reference herein and made a part hereof.

19. This MOU and respective Exhibits I and II, constitute the entire agreement between the Parties and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Exhibits I and II.

20. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.

21. This MOU is for the benefit of BOARD and the CITY. No other person is intended to be a beneficiary under this MOU. No employee of the CITY shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the CITY nor the BOARD assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.

22. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.

23. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the election or appointment of a Chief of Police who succeeds the CITY in office. This MOU shall be binding on the Parties' respective successors.

24. Notwithstanding any provisions in this MOU to the contrary, if the BOARD does not provide funding to the CITY to provide services pursuant to this MOU or any appendix contained or referenced, the CITY may terminate this MOU without incurring any further liability or obligations to the BOARD.

25. The BOARD has designated the Major and the CITY has designated the Chief of Police for the purpose of implementing the terms of this MOU.

26. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.

27. This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.

28. This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

29. The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.

30. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE BOARD SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY _____) AT 321-_____ OR AT EMAIL: _____ OR AT ADDRESS: _____, (ATTENTION: RECORDS). IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CITY SHALL CONTACT THE BOARD'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY AMY LEWANDOWSKI) AT 321-633-1000, EXT. 11453, OR AT lewandowski.amy@brevardschools.org OR AT SCHOOL BOARD OF BREVARD COUNTY, ATTENTION: RECORDS, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FLORIDA 32940.**

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the authorized representatives of the each of the Parties hereto sign this MOU below on the date specified below, but in all events effective July 1, 2020.

CITY OF COCOA, FLORIDA

BY_____

Dated: _____, 2020

Approved as to form:

_____

Dated: _____, 2020

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BY_____
Misty Belford, Chairperson

Dated: _____, 2020

BY_____
Mark W. Mullins, Ed.D.
Superintendent

Dated: _____, 2020

Approved as to form:

_____
Paul Gibbs, General Counsel
School Board of Brevard County, Florida

Dated: _____, 2020

Attachments: Exhibit I
Exhibit II

Exhibit I

SCHOOL RESOURCE OFFICER
PROGRAM GOALS

1. To enhance student safety and improve the security of school campuses;

2. To develop and promote positive relationships between students and law enforcement officers;

3. To foster a better understanding of law enforcement officers in the community;

4. To develop positive concepts of law enforcement;

5. To identify and prevent delinquent behavior through counseling and referral;

6. To provide assistance and support for victims of crime identified within the school setting, including abused children;

7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities;

8. To provide information about crime prevention;

9. To enhance knowledge of the fundamental concepts and structure of the law;

10. To provide materials and consultative assistance to teachers and parents on various law education topics.

Exhibit II

SCHOOL RESOURCE OFFICER
PROGRAM GUIDELINES

1. The School Resource Officer (SRO) is a CITY police officer, and shall remain exclusively an employee of the CITY and responsible to the police department chain of command.

2. Prior to the first day of school, the SRO will present to the Principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for District pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.

3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.

4. The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.

5. The SRO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, and after school during student dismissal.

6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a substantial portion of the school day, the SRO shall notify the Principal and provide the Principal with a means of contacting the SRO or the appropriate law enforcement agency.

7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as

appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If at all possible, the SRO should coordinate arrest and other operational strategies with the Principal.

8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the Principal, parents shall be notified by school staff, and police department policy will be followed.

9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program.

10. After consultation and approval of the Chief of Police or his/her designee, the Principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or the District. These after-school activities will be under the supervision of school personnel. The District will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).

11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY and not the District.

12. As determined by the police department, the SRO shall submit activity reports to be reviewed by the Principal and the Director of District and School Security.

13. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:

A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the Principal. A copy of that request must also be provided to the Chief of Police or his/her designee and the Director of the Office of District and School Security.

B. Within a reasonable period of time after receiving the request for review from the SRO, the Director of the Office of District and School Security will meet with the Chief of Police, or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

1. With the approval of the Chief of Police or his/her designee, and the Director of the Office of District and School Security, the SRO, and specified members of the school staff, may be required to be present at a mediation meeting.

2. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Chief of Police, and the Director of the Office of District and School Security, or designees thereof, a reasonable alternative action will be identified and agreed upon in writing.

14. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedure should be followed:

A. The Principal will meet with the SRO, and the SRO's law enforcement supervisor and express the concerns and needs of the school. The Principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.

B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the Principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the Principal may request the SRO be reassigned from their position at their assigned school.

C. The Principal shall contact the Director of District and School Security and request that the SRO be removed from the program at his/her school.

15. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The Principal or any other BOARD employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department Internal Affairs function.

16. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.

Payroll Projection Report
Program : PR815L 9/28/20 to 9/26/21
Dp/Dv/Act: 2100-521 POLICE ADMINISTRATION

Position / Employee	Seq	Start Rate	Review Amount	General Amount	End Rate	Starting Grd/Stp	End Stp	Description	Amount	
Percent Project Account										
100.000 001-2100-521.12-00										
POLICE OFFICER	18	27.5100	.0000	.8300	28.3400	PU 9	9	REGULAR PAY	58,947.20	
BRADSHAW, CHRISTOPHER B			12/21/20	10/01/20				Total wages	58,947.20	*
								EDU-STATE	728.00	
								SCHOOL RESOURCE OFC, REG	1,040.00	
								SHOE ALLOWANCE - POLICE	125.00	
								Total additional pays	1,893.00	*
								DENTAL FAMILY	847.20	
								GROUP LIFE BASIC	219.36	
								HEALTH OA FAMILY	20,434.08	
								LONG TERM DISABILITY	223.20	
								MEDICARE	742.56	
								RETIREMENT-POLICE	13,761.28	
								SOCIAL SECURITY	3,175.64	
								VISION FAMILY	139.20	
								WORKERS COMP	2,083.12	
								Total benefits	41,625.64	*
								Total expense	102,465.84	**
Percent Project Account										
100.000 001-2100-521.12-00										
POLICE OFFICER	18	26.2300	.0000	.7900	27.0200	PU 9	9	REGULAR PAY	56,201.60	
CARPENTER, VICTOR J			6/16/21	10/01/20				Total wages	56,201.60	*
								EDU-STATE	478.40	
								S.W.A.T. TEAM	1,040.00	
								SHOE ALLOWANCE - POLICE	125.00	
								Total additional pays	1,643.40	*
								DENTAL SINGLE	380.64	
								GROUP LIFE BASIC	207.84	
								HEALTH OA SINGLE	10,014.24	
								LONG TERM DISABILITY	212.64	
								MEDICARE	825.24	
								RETIREMENT-POLICE	13,070.20	
								SOCIAL SECURITY	3,529.24	
								VISION SINGLE	75.84	
								WORKERS COMP	1,979.64	
								Total benefits	30,295.52	*
								Total expense	88,140.52	**
Percent Project Account										
100.000 001-2100-521.12-00										
POLICE OFFICER	18	25.3200	.0000	.7600	26.0800	PU 9	9	REGULAR PAY	54,246.40	
RHOADES, DANIEL W			4/06/21	10/01/20				Total wages	54,246.40	*
								EDU-CITY K-9 OFFICER	520.00	
								EDU-STATE	1,206.40	
								NO HEALTH INSURANCE	1,100.00	

Payroll Projection Report
Program : PR815L 9/28/20 to 9/26/21
Dp/Dv/Act: 2100-521 POLICE ADMINISTRATION

Position / Employee	Seq	Start Rate	Review Amount	General Amount	End Rate	Starting Grd/Stp	End Stp	Description	Amount
POLICE OFFICER	18	19.4400	.0000	.5800	20.0200	PU 9	9	WORKERS COMP	1,428.44
HOUCHENS, MATTHEW J			5/01/21	10/01/20				Total benefits	25,009.84 *
								Total expense	66,776.44 **
Percent Project Account									
100.000 001-2100-521.12-00									
POLICE OFFICER	18	18.7500	.0000	.5600	19.3100	PU 9	9	REGULAR PAY	40,164.80
HOLLAND, CHARIS M			7/01/21	10/01/20				Total wages	40,164.80 *
								EDU-STATE	977.60
								NO HEALTH INSURANCE	1,100.00
								SHOE ALLOWANCE - POLICE	125.00
								Total additional pays	2,202.60 *
								DENTAL SINGLE	380.64
								GROUP LIFE BASIC	147.36
								LONG TERM DISABILITY	152.16
								MEDICARE	614.12
								RETIREMENT-POLICE	9,487.40
								SOCIAL SECURITY	2,626.52
								VISION SINGLE	75.84
								WORKERS COMP	1,448.20
								Total benefits	14,932.24 *
								Total expense	57,299.64 **
Percent Project Account									
100.000 001-2100-521.12-00									
POLICE OFFICER	18	20.4000	.0000	.6100	21.0100	PU 9	9	REGULAR PAY	43,700.80
SALLEY, JAMES M			11/27/20	10/01/20				Total wages	43,700.80 *
								CRISIS NEGOTIATION UNIT	1,040.00
								EDU-STATE	249.60
								SCHOOL RESOURCE OFC, REG	1,040.00
								SHOE ALLOWANCE - POLICE	125.00
								Total additional pays	2,454.60 *
								DENTAL SINGLE	380.64
								GROUP LIFE BASIC	162.72
								HEALTH OA SINGLE	10,014.24
								LONG TERM DISABILITY	165.60
								MEDICARE	669.24
								RETIREMENT-POLICE	10,134.80
								SOCIAL SECURITY	2,861.56
								VISION SINGLE	75.84
								WORKERS COMP	1,578.72
								Total benefits	26,043.36 *
								Total expense	72,198.76 **
Percent Project Account									
100.000 001-2100-521.12-00									
POLICE OFFICER	18	26.8900	.0000	.8100	27.7000	PU 9	9		

Payroll Projection Report
Program : PR815L 9/28/20 to 9/26/21
Dp/Dv/Act: 2100-521 POLICE ADMINISTRATION

Position / Employee	Seq	Start Rate	Review Amount	General Amount	End Rate	Starting Grd/Stp	End Stp	Description	Amount
POLICE OFFICER	18	22.5600	.0000	.6800	23.2400	PU 9	9	MARRIED VISION CREDIT	202.56
THOMPSON JR, DAVID M			8/06/21	10/01/20				MEDICARE	703.56
								RETIREMENT-POLICE	11,286.08
								SOCIAL SECURITY	3,008.72
								WORKERS COMP	1,678.56
								Total benefits	47,458.84 *
								Total expense	96,526.24 **
Percent Project Account									
100.000 001-2100-521.12-00									
POLICE OFFICER	18	19.3100	.0000	.5800	19.8900	PU 9	9	REGULAR PAY	41,371.20
ZUNIGA, CHRISTOPHER A			2/05/21	10/01/20				Total wages	41,371.20 *
								EDU-CITY TRAFFIC HOMICIDE	520.00
								SHOE ALLOWANCE - POLICE	125.00
								Total additional pays	645.00 *
								DENTAL SINGLE	380.64
								GROUP LIFE BASIC	177.60
								HEALTH OA SINGLE	10,014.24
								LONG TERM DISABILITY	180.00
								MEDICARE	609.44
								RETIREMENT-POLICE	9,540.44
								SOCIAL SECURITY	2,605.20
								VISION SINGLE	75.84
								WORKERS COMP	1,437.80
								Total benefits	25,021.20 *
								Total expense	67,037.40 **
Percent Project Account									
100.000 001-2100-521.12-00									
POLICE OFFICER	18	28.2100	.0000	.8500	29.0600	PU 9	9	REGULAR PAY	60,444.80
MARCHICA, BRANDA S			6/25/21	10/01/20				Total wages	60,444.80 *
								EDU-STATE	478.40
								SCHOOL RESOURCE OFC, REG	1,040.00
								SHOE ALLOWANCE - POLICE	125.00
								Total additional pays	1,643.40 *
								GROUP LIFE BASIC	223.20
								LONG TERM DISABILITY	228.96
								MARRIED DENTAL CREDIT	1,313.28
								MARRIED HEALTH OA CREDIT	28,905.60
								MEDICARE	900.64
								RETIREMENT-POLICE	14,048.84
								SOCIAL SECURITY	3,850.08
								WORKERS COMP	2,126.28
								Total benefits	51,596.88 *
								Total expense	113,685.08 **
Percent Project Account									
100.000 001-2100-521.12-00									