City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, June 13, 2017

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 17-248 Approve the Agenda for the Regular meeting of June 13, 2017, as presented or with amendments.

Attachments: 06-13-17.pdf

MINUTES:

II.2a 17-249 Approve the Minutes for the Regular meeting of May 9, 2017, as written or with amendments.

Attachments: 05-09-17 Minutes.pdf

EXHIBIT A-Sister City Presentation 001.pdf

EXHIBIT B- PHOTOS OF DOCK AT LEE WENNER PARK 001.pdf

III. AWARDS AND PRESENTATIONS:

III.1 17-260 Public Works Program and Project Summary. (Public Works Director)

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 17-240 Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 4218-2 OQ Effective January 1, 2017 through December 31, 2019. (Utilities Director)

Attachments: All Terrain OUC Contract 4218-2 OQ Asphalt & Concrete ISSUED 1_1_2017

All Terrain Tractor Service, Inc COI Exp 11.30.17

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 17-247 Approve a Code Enforcement Lien Reduction request in the amount of $750.00 for the property located at 903 Kensington Drive (Chief of Police)

Attachments: Lien Reduction Application.pdf

VII.2 17-251 Consider the appointment of Ms. Sylvia Thomas as a Regular member of the Diamond Square Redevelopment Agency through June, 2021. (Administrative Services Director)

Attachments: 05_09_17 Thomas Application.pdf

Thomas Consideration letter.pdf

Diamond Square RDA Roster.pdf

VII.3 17-254 Consider the reappointment of Ms. Linda Graham as a member of the Affordable Housing Committee through May, 2020. (Administrative Services Director)

Attachments: 05_31_17 Graham Reappointment response.pdf

05_31_17 Graham Consideration letter.pdf

Affordable Housing Committee Roster.pdf

VIII. CITY BUSINESS:

VIII.1 17-258 Approve entering into, and authorize the City Manager to execute, a Development Agreement and Covenant with the developer of the Dollar General site at Barbara Jenkins St and Fiske Blvd. for connection to the Diamond Square Regional Stormwater Facility. (Public Works Director)

Attachments: (Draft) Emma Jewel Regional Stormwater Facility Development Agreement - D

MULTI-YEAR CONTRACTS:

IX. INFORMATIONAL AGENDA:

IX.1 17-243 Cocoa Police Department District Event Statistics for the months of March and April, 2017. (Chief of Police)

Attachments: Mar 2017 Council Report by District

April 2017 Council Report by District

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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Legislation Details (With Text)

File #:	17-248	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	5/31/2017			**In control:**	City Council
On agenda:	6/13/2017			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of June 13, 2017, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	06-13-17.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 31, 2017
Agenda Date: June 13, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of June 13, 2017, as presented or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of June 13, 2017, as presented or with amendments.

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

DATE: June 13, 2017	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of June 13, 2017 (17-248)
2. Minutes: (a) Regular Meeting of May 9, 2017 (17-249)

III. AWARDS AND PRESENTATIONS:

1. Public Works Program and Project Summary. (17-260). (Public Works Director)

IV. DELEGATIONS:

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

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V. CONSENT AGENDA:

1. Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 4218-2 OQ Effective January 1, 2017 through December 31, 2019. (17-240). (Utilities Director)

VI. PUBLIC HEARINGS:

None.

VII. COUNCIL BUSINESS:

1. Approve a Code Enforcement Lien Reduction request in the amount of $750.00 for the property located at 903 Kensington Drive. (17-247). (Chief of Police)

2. Consider the appointment of Ms. Sylvia Thomas as a Regular member of the Diamond Square Redevelopment Agency through June, 2021. (17-251)/ (Administrative Services Director)

3. Consider the reappointment of Ms. Linda Graham as a member of the Affordable Housing Committee through May, 2020. (17-254). (Administrative Services Director)

VIII. CITY BUSINESS:

1. Approve entering into, and authorize the City Manager to execute, a Development Agreement and Covenant with the developer of the Dollar General site at Barbara Jenkins St and Fiske Blvd. for connection to the Diamond Square Regional Stormwater Facility. (17-258). (Public Works Director)

MULTI-YEAR CONTRACTS:

None.

IX. INFORMATIONAL AGENDA:

1. Cocoa Police Department District Event Statistics for the months of March & April, 2017. (17-243). (Chief of Police)

X. REPORTS:

Advisory Boards and Committees

City Administration
City Attorney
City Manager
City Council

XI. ADJOURNMENT.

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Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 31, 2017
Agenda Date: June 13, 2017
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Regular meeting of May 9, 2017, as written or with amendments

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes for the Regular meeting of May 9, 2017, as written or with amendments

MINUTES

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

May 9, 2017

A Regular City Council meeting was held on Tuesday, May 9, 2017, in City Council Chambers, located in Cocoa City Hall, 65 Stone Street, in Cocoa, Florida as publicly noticed.

I. OPENING MATTERS:

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

Councilman Whipple provided the invocation and Mayor Parrish led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Henry U. Parrish III	Mayor
	Don Boisvert	Deputy Mayor
	Jeri Blanco	Councilwoman
	Clarence Whipple, Jr.	Councilman
	Anthony Garganese	City Attorney
	Matt Fuhrer	Assistant City Manager
	Carie Shealy	City Clerk
ABSENT:	Brenda Warner	Councilwoman
	John Titkanich	City Manager

OTHER STAFF MEMBERS PRESENT:

Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Steve Belden, Community Services Director; Gene Prince, Fire Chief; Mike Cantaloupe, Chief of Police; Teri Butler, Finance Director; Ed Wegerif, Public Works Director; Samantha Senger, Public Relations Specialist; Tre Folston, Helpdesk Support Tech; Nancy Bunt, Deputy Community Services Director; and Don Downs, Water Conservation Specialist.

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of May 9, 2017 (17-189)
2. Minutes: (a) Regular Meeting of April 11, 2017 (17-190)
   (b) District 1 Town Hall Meeting of April 18, 2017 (17-191)

Mr. Belden amended the agenda to move Public Hearing Item VI.1 (17-154) to a date certain of May 23, 2017. The public hearing has been advertised.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to a amend the agenda by moving Public Hearing Item VI.1 (File 17-154) to a date certain of May 23, 2017, and to approve the Minutes for the Regular meeting of April 11, 2017 and the District 1 Town Hall meeting of April 18, 2017 as written.**

Assistant City Manager Fuhrer further noted that under the Consent agenda and item needed to be clarified prior to approval.

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

III. AWARDS AND PRESENTATIONS:

1. Presentation of the TDC co-op marketing campaign and video analytics. (17-183). (Samantha Senger)

Ms. Senger advised that she was in attendance to speak about the co-op program that the City was a part of with the tourism office. She provided a presentation with billboards that are located in Brevard County and also provided their approximate locations.

She further showed a video promoting Cocoa Village that has been shown on YouTube, Facebook, and other social media sites.

Mr. Erik Garvey thanked Council for allowing them to do this presentation and provided results of the video. He mentioned that the majority of viewers were through Facebook and Instagram. He explained in detail the costs of being a part of the digital advertisements on Facebook. He further advised that the tourism office runs campaigns for many cities and Cocoa has the highest view rating at this time.

To date, Mr. Garvey pointed out that there had been over 1 million impressions and 445,000 views of the video. He felt that was remarkable.

Mr. Garvey congratulated Ms. Senger on the work she did with their creative team when compiling the video.

Mayor Parrish believed they were doing a great job.

Councilwoman Blanco noted that she had seen the video and was excited about it. She congratulated both of them and felt it was very well done.

Mayor Parrish felt it was quality work and invited visitors to a growing old town. Cocoa was the heartbeat of central Brevard County.

2. Proclamation of the National Drinking Water Week from May 7 through May 13, 2017. (17-188). (Utilities Director)

Mr. Downs, Water Conservation Specialist, read a proclamation in to the record proclaiming May 7-13, 2017 as "National Drinking Water Week." He pointed out that this year's theme was "Your Water, to Know It, Is to Love It."

Mr. Downs advised that some schools through Brevard County participated in a poster contest called the "Drop Savers Poster Contest." The participating schools were Suntree Elementary, Quest Elementary, McNair Magnet Middle School. He provided two winners of the contest who were in attendance with certificates and gift cards. Those winners were from Quest Elementary School. The third winner, who was not in attendance was from McNair Magnet Middle School.

Mayor Parrish thanked Mr. Downs and mentioned that the City had reinvested in the water system to make it the best. He believed it was great water and appreciated the job that Mr. Walsh had done over the years.

3. Sister City Presentation. (17-192). (Kathy Mardirosian)

Kathy Mardirosian thanked Council for allowing them to speak and advised that they were speaking about their "Gifts of Love" program[1]. The program makes quilts and donates them to people in need, both in the Sister City and within the City of Cocoa. Additionally, they send them to Israel, donate to the Salvation Army, Senior Care of Brevard, and other places.

[1] EXHIBIT A: Sister City Presentation

Members of the Sister City displayed quilts and bags that have been made to Council and the audience.

She stated that they utilize the Civic Center for a place to meet and were happy to be able to meet there. She thanked Council for their support and stressed that without them they would not be able to do this.

They presented Mayor Parrish with a quilt made for the City of Cocoa.

4. Presentation to Captain Ed Lanni by Mayor Parrish. (17-193). (Mayor Parrish)

Mayor Parrish acknowledged Capt. Ed Lanni for all of his contributions to the City of Cocoa. He advised that he had received every award possible, including a Key to the City. He pointed out that May 11th was his 92nd birthday.

Capt. Ed Lanni spoke about his history with the City and reminded all that his nickname used to be "Cocoa". He felt he was brought to this city for a reason and thanked everyone for acknowledging him.

IV. DELEGATIONS:

Randy Foster, 1837 Palm Place Drive, Palm Bay, spoke on behalf of a Citizen Police Review Board. He noted that he had 25 years of law enforcement experience and believed that a board like this was important for both civilians and law enforcement. He explained what the review board would entail and believed that police could not investigate themselves. He recommended that Council move forward with the creation of a review board.

Assistant City Manager Fuhrer advised that Mr. Dennis had come before Council and staff was looking into this. He noted that at the meeting they committed to a time of early to mid-summer. Currently, an outside evaluator was working with the police department to look at practices that would build trust in the community. They were hoping for preliminary results very soon and would hopefully develop a program off of that.

Mr. Foster assured the City that they need this for the community. Assistant City Manager Fuhrer assured him that they had his contact information and would value his opinion when it came to the development of the board.

Reverend J. B. Dennis, 3710 Catalina Drive, Cocoa, stated that if he had to do an evaluation of Chief Cantaloupe and the police department he would give them an A+. He asked for an update on the Citizen Review Board, advising that on February 14, 2017 he came before council with the proposal. It had been about two months and he had not received any phone calls and nothing else had been done.

In response, Assistant City Manager Fuhrer assured him it was being looked into and Mayor Parrish advised that it was being worked on.

Councilman Whipple explained that there was a process going on with the police department and they wanted to see what comes out of the analysis in order to see what the best practices were for the police department. Councilman Whipple requested that a monthly update be given to Mr. Dennis. Mr. Dennis mentioned that they had both attorneys and former police officers on their staff.

Councilman Whipple explained that in government there was a way that things were done. He stressed that they were not against their proposal and would provide a monthly update.

Mr. Dennis requested that Mr. Foster be on board with this also.

Chief Cantaloupe further noted that he and Mr. Dennis had spoken since the February 14th meeting and he had provided Mr. Dennis with all of his phone numbers so that he could contact him.

Mike Arnold, 511 Delannoy Avenue #2, Cocoa, represented Cocoa Rotary. He spoke about the Party in the Park event and believed it was very successful and they had beautiful weather. He thanked both Public Works and Leisure Services for their help. He mentioned that he was in attendance tonight regarding the Boys and Girls Club on Dixon Boulevard and announced that to date, they had raised approximately $350,000 for them. They were looking for a little help with their event fees and would like the City to consider waiving the fees for the event.

Assistant City Manager Fuhrer thanked Mr. Arnold for the work that they were doing in the community and felt strongly that the Boys and Girls Club was an asset to the community. He assured him that they recognize the difficulties in putting on special events.

Furthermore, he reminded Council of the Dooby Brothers concert that was held in 2015, in which the Rotary Club requested a reduction of fees in order to increase their donation to the Boys and Girls Club. It was Council's decision to draft an agreement at that time. Council unanimously approved the agreement. Additionally, last year, they hosted Robert Cray at the Cocoa Village Playhouse, where they had a street closure for that event, in which they paid for.

For this current event, Grand Funk Railroad, the City did not get together in advance about doing an agreement. Financials are still being completed. His recommendation to City Council would be to allow staff time to get together with the Cocoa Rotary with those direct costs and come back to Council in the form of an agenda item.

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to accept staff's recommendation.**

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

Mr. Arnold thanked Mr. Deuterman for this help and thanked staff again.

Allan Chapman, 600 Florida Avenue, Cocoa, HCVA, thanked Cocoa and announced that this weekend was the Summer Arts and Crafts Fair. There would be approximately 160 exhibitors, including many non-profits. It was being sponsored by Wuesthoff Health Systems and there would be live entertainment. It would be Saturday, 10- 5 p.m. and Sunday, 10-4 p.m.

Brad Whitmore, 351 Rockledge Drive, Cocoa, HCVA, provided a waterfront update. He advised that there was increased traffic coming in off of the river. HCVA intended to purchase ladders to ease the dinghy situation. The problem that was becoming more apparent was that there was a not a good means for keeping boats from going under the docks. Additionally, inflatable boats get punctured. This is also damaging to the docks and he provided pictures[2] for Council to see. He believed that fender boards would provide a quick and easy fix to this problem.

[2] EXHIBIT B: Photos of dock at Lee Wenner Park

Mayor Parrish advised that he had spoken with the county commissioner and was told to have staff call the county in order to help speed along the T-Dock and other projects.

Mr. Whitmore pointed out that there was a tremendous amount of money available but warned of deadlines for submittals. He suggested going that route.

V. CONSENT AGENDA:

1. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making a Sole Source Purchase of Three Solar-Bee Aerators from Medora Corporation, Dickinson, North Dakota; To Approve a Resolution Amending the FY2017 Budget. (17-163). (Utilities Director)

   Assistant City Manager Fuhrer clarified that this item was for the purchase of the item, however, there was an option noted in the agenda item that they could treat it as a rental if they were unhappy with the equipment.

2. Approve Task Order 2017-81 with CH2M Hill Engineers, Inc. for SCADA System Surface Water Clearwell Automation. (17-195). (Utilities Director)

3. Approve the Stone Street Utility Easement Relocation Agreement. (17-200). (Community Services Director)

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

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

VI. PUBLIC HEARINGS:

1. Conduct final Public Hearing to approve the City of Cocoa FY 2017/2018 CDBG & HOME Action Plan; Authorize submission of the Plan to the U.S. Department of Housing and Urban Development (HUD) upon final grant award allocation; and Authorize the Mayor to sign all subsequent certifications and agreements. (17-154). (Community Services Director)

*** THIS ITEM WAS TABLED UNTIL A TIME CERTAIN DATE OF MAY 23, 2017.**

VII. COUNCIL BUSINESS:

1. Approve the Code Enforcement Lien Reduction Agreement between the City of Cocoa, YAD Assets, LLC, and Tim and Arlet Levensaler a.k.a. Sophlex Properties which conditionally provides a reduction of the code enforcement liens associated with 909 School Street to $1,996.66. This is the amount of the fixed liens, plus $750 for administrative costs. (17-185). (Community Services Director)

   Chief Cantaloupe presented the item and advised that the City had been approached by Tim and Arlet Levensaler to purchase 909 School Street. This property had been under code enforcement action since 2010 and the city continually received complaints on the property due to it being vacant and unsecured and for overgrowth. The current market value is $35,570 according to the Brevard County Property Appraiser.

   The Levensaler's have reached an agreement with YAD Assets, LLC who are the current property owners of 909 School Street to purchase the property if they are assured that the City will reduce the total amount owned under the code liens if the buyer brings the property into compliance within sixty days of the closing date.

   At the April 20, 2017 Code Enforcement Board meeting, the Board unanimously approved the agreement which was drafted by the City Attorney's office.

   Staff was requesting that City Council approve the Code Enforcement Lien Reduction Agreement, which conditionally agrees to reduce the code enforcement liens associated with 909 School Street to $1,996.66, which is the amount of the fixed liens, plus $750 for administrative costs.

   Discussion was held on the exact amount of the lien reduction, which was $1,996.66.

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

   AYES: Parrish, Boisvert, Blanco, Whipple

   THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Consider the Reappointment of Mr. Bruce Gilmore as a Regular member of the Board of Adjustment through May, 2020. (17-196). (Administrative Services Director)

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

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Consider the Appointment of Mr. Wesley Park as a Regular member of the Utilities Advisory Board through November, 2019. (17-198). (Administrative Services Director)

* **MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to approve the appointment of Mr. Wesley Park as a Regular member of the Utilities Advisory Board through November, 2019.**

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

VIII. CITY BUSINESS:

1. Approve Amendment #1 to Task Order 2017-35 (Change Order #1 to P.O. 69956) with CDM Smith, Inc., Maitland, Florida to Cover Additional Expenses for the MCC and Conduit Replacement, Project WS1222; To Approve a Resolution Amending the FY2017 Budget. (17-161). (Utilities Director)

Mr. Walsh explained that this and the next time were related to the same project were both being done at the waste water plant. This was for basic construction services as required by law due to it being a specialty area.

This was for support for basic services and for a project manager with a heavy electrical background.

* **MOTION by Councilwoman Blanco; Seconded by Councilman Whipple, to approve the item.**

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

2. Approve Amendment 1 to Task Order 2017-33 (Change Order #1 to P.O. 69956) with CDM Smith, Inc., Maitland, Florida, to Cover Additional Expenses to Extend the Construction Administration Services for the Sellers Water Reclamation Facility MCC and Conduit Replacement, Project No. WS1222; To Approve a Resolution Amending the FY2017 Budget. (17-162). (Utilities Director)

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

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

3. Approval for the Utilities Department to pay for the services of the awarded contractor on the utility line extensions within the Fire Station 3 project, Bid B-16-08-COC with W&J Construction Corporation, Rockledge, Florida; To Approve a Resolution Authorizing the City Manager to Approve Change Orders in an amount not to exceed $34,214 (10% of the Contract Amount); and To Approve a Resolution Adjusting the FY2017 Budget by use of Water/Sewer Contingency. (17-176). (Utilities Director)

Mr. Walsh advised that this project was in regards to funding for Fire Station #3 and they were asking permission to have contingency assigned to the project.

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

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

4. Approve a Resolution to implement performance measures to achieve eligibility for the Community Rating System. (17-197). (Community Services Director)

Mr. Belden presented the item and explained what the item entailed.

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

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

MULTI-YEAR CONTRACTS:

5. Approve the Fifth Amendment to Purchase Agreement to the Water Resource Consulting Services Agreement with Water Resource Associates, Inc. (WRA), Tampa, Florida, effective April 27, 2017 through September 30, 2018. (17-182). (Utilities Director)

* **MOTION by Councilman Whipple; Seconded by Councilwoman Blanco, t approve the item.**

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

IX. INFORMATIONAL AGENDA:

1. Review of the Employee Health Center utilization report provided by CareATC for March 2017. (17-194). (Administrative Services Director)

X. REPORTS:

Chief Cantaloupe reminded Council and those in attendance that Saturday, May 13th was the Diamond Square Neighborhood Outreach Event.

Mr. Belden advised that this would be his last meeting with the City, as his last day would be May 19th. He assured Council that it had been a pleasure to work with each and every one of them, including past Council members and felt that he had learned a lot. He thanked his department and staff for their support and especially thanked Nancy Bunt for serving as Acting director. He believed she would do an outstanding job.

Mayor Parrish thanked him and reiterated that he was responsible for many projects that had been started. Deputy Mayor Boisvert thanked him and noted he would do great in his new position.

Mr. Walsh provided information related to the current drought from St. John's River Water Management, where he had attended a meeting earlier in the afternoon. He reminded citizens to be mindful of water times and that water needed to be conserved. He advised that there were links for information on the City's website under the conservation tab, and also on the St. John's website.

Additionally there would be information posted in the Cocoa News Connection and a notice would be sent out in this month's bills with water restrictions and helpful websites.

In closing, he announced that the new fence was going up around the base of the water tank and the section on Peachtree was already up.

Assistant City Manager advised he was getting back to messages and all as he has been out for two weeks. He spoke about Mr. Belden and noted he was a very valuable of the leadership team and the city and did an excellent job with what he has done. He will come back and see these projects he has been involved with and he will be the one to thank in the future. He thanked Mr. Belden again for the great job that he had done.

Councilman Whipple thanked Mr. Belden for his service and noted he appreciated him. He believed he always got things done and paid attention to his concerns. He wished him well.

Councilman Whipple inquired with Mr. Walsh about a temporary solution to a problem, and asked if a permanent solution was being worked on. In response, Mr. Walsh advised that the customers were happy with the quick response and they would work with contractors to fix the sewer that was filled with concrete.

Councilman Whipple believed that the City had valuable employees who can take care of citizens on a 24 hour basis. He thanked Mr. Walsh and Mr. Wegerif for the job they did.

He invited Ms. Victoria Michner up to speak in regards to the event she was hosting titled the "2017 Black Business Expo" at the Cocoa Civic Center on May 13, 2017. It would be open to the public and was the same weekend as the Arts and Crafts Fair.

Councilman Whipple thanked her for bringing the business back to the City.

Councilwoman Blanco thanked Mr. Belden for his guidance and support since she had been on Council. He always was available to answer questions and was sorry to see him go, but knows that he was going to bigger and better things.
Councilwoman Blanco further mentioned the drought and reminded everyone that there was a countywide burn ban in effect. She warned everyone to be

cautious because as residents we all need to do our part in protecting our neighborhoods and City as a whole.

She had been communicating with Dennis Bunt in Code Enforcement and commended him on a job well done. As in all districts, District 4 had issues and he had been helping her with that.

She was glad they now have a Code Enforcement Manager and that he department would run efficiently. He had an aggressive agenda and he had her full support. It takes everyone to make improvements, not just one person. She encouraged all to do their part.

Lastly, she mentioned that she would be attending the IEMO (Institute for Elected Municipal Officials) in Tampa on June 2-4, 2017. She would be out of the area during that time.

Mayor Parrish sent well wishes to Councilwoman Warner.

Deputy Mayor Boisvert spoke of his attendance at the swearing in of two new police officers. He thanked Mr. Belden for his service to the City and wished him well.

Mayor Parrish thanked Mr. Belden again and spoke about his attendance at the Rotary concert. He thought it was really good and was looking forward to the Memorial Day event. He asked if there was a legislative update.

In response, Assistant City Manager Fuhrer advised that he would leave that up to Jerry Sansom and City Manager Titkanich.

Mayor Parrish asked for updates on the old ice house site, Factory Street and Florida Avenue. He thought that Florida Avenue looked great.

He asked Mr. Belden about the old Winn Dixie property on SR 524. In response, Mr. Belden noted they closed on the property but no plans or contact had been made recently. There were a few anchors but nothing that can be divulged at this time. Mr. Belden provided updates on Wawa and the stormwater pond as well.

Mayor Parrish inquired about the trailer park property in the Village and Mr. Belden advised that there was discussion about doing master planning for the

site which would expedite it and move it forward. They can move on the market study right away like they did on the old City Hall property and put out an RFP to see the interest they get. Mayor Parrish felt that they needed to move on the property and the right thing needed to be done with it.

The ½ Lagoon Tax was discussed in detail and Assistant City Manager Fuhrer explained the plan in place which included a number of projects which were prioritized based on nitrate and phosphate levels.

Mayor Parrish wanted to know when they would begin to dredge the muck. Other areas had been done, however, Cocoa and Merritt Island and various others had not. He believed complaints should be made in order to get dredgers here.

Assistant City Manager Fuhrer assured him that he would inquire with the Brevard County Natural Resources Division.

Mayor Parrish spoke about the Strategic Plan and thought everyone should receive another copy in order to look at the milestones that have been made since its inception. He thought next year would be a good time to review it to see what needed to be fixed, improved, etc. Assistant City Manager Fuhrer agreed.

Mayor Parrish was confident in the City, noting that it was growing. He reiterated his sentiments in past meetings that a parking structure was needed, the Joe Lee Smith Center for Justice needed to be completed, and the need for a new Civic Center. He asked Council to support all of those projects.

Councilwoman Blanco congratulated all of the Cocoa High School graduates. She along with other councilmembers would be attending the graduation on May 19, 2017.

XI. ADJOURNMENT.

*** MOTION by Deputy Mayor Boisvert; Seconded by Councilman Whipple, to adjourn the Regular meeting of May 9, 2017.**

AYES: Parrish, Boisvert, Blanco, Whipple

THE MOTION CARRIED UNANIMOUSLY (4-0)

The meeting adjourned at 7:49 p.m.

_____

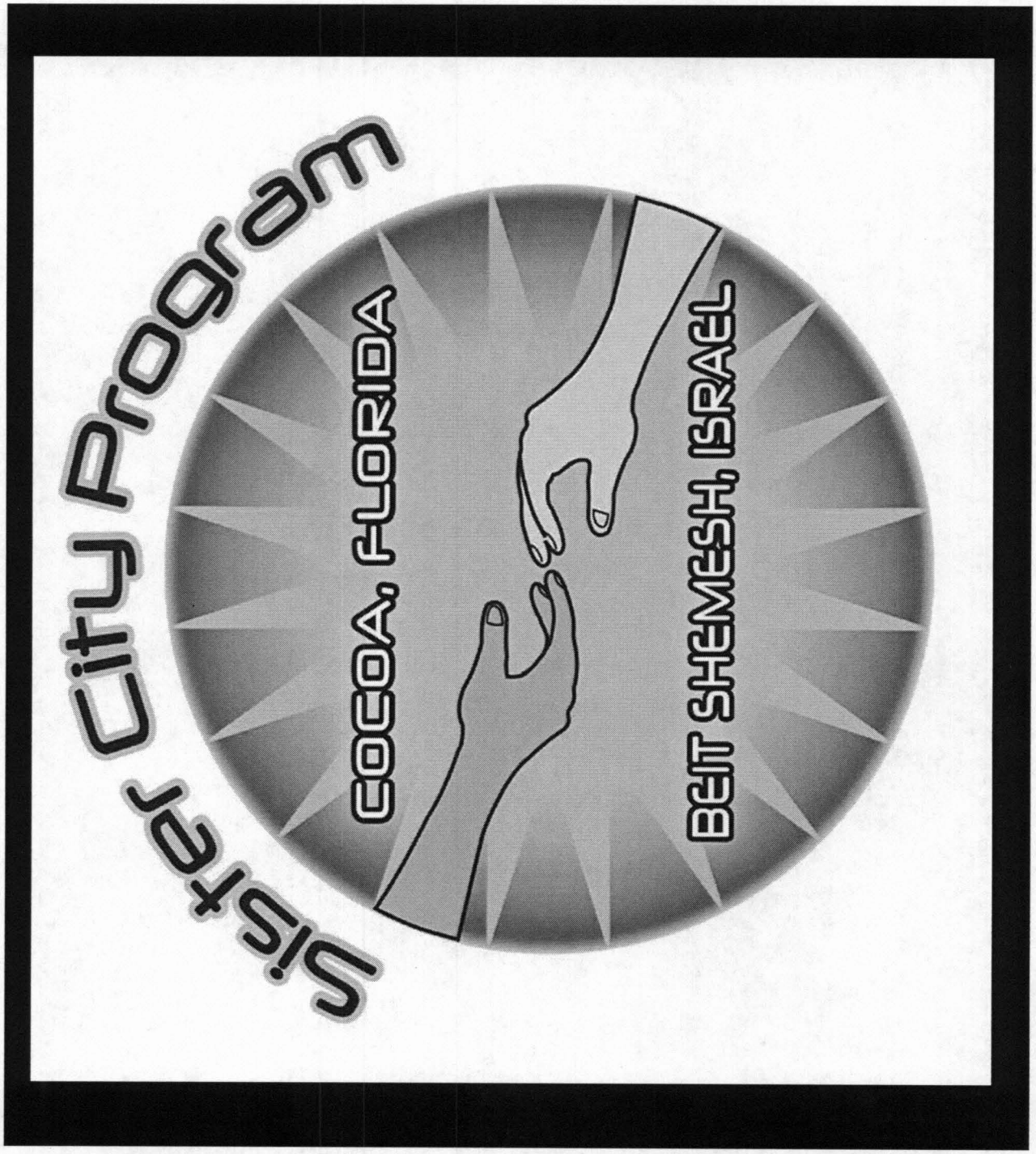
Henry U. Parrish III, Mayor

ATTEST:

_____

Carie Shealy, City Clerk

EXHIBIT A: Sister City Presentation




Gifts of Love






For I am the Lord
your God, who
takes hold of your
hand and says to
you, "Do not fear;
I will help you."
Isaiah 41:13


YEDIDIM
YEDIDIM
YEDIDIM



Westminster
Communities
of Florida

Over 400 quilts made and donated
Over 350 walker bags made and donated

THE SALVATION ARMY

DOING THE MOST GOOD℠

An Adult Day Care Center
We believe "Everyone Has Absolute Value"
Senior Care of Brevard










Estes Park, Colorado
Gifts of Love


EXHIBIT B: Photos of Dock at Lee Wenner Park
DINGHY DOCK AREA ONLY
Docking restrictions:




YAMAHA


FL 5751 PV


YAMAHA



Legislation Details (With Text)

File #:	17-260	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	6/7/2017			**In control:**	City Council
On agenda:	6/13/2017			**Final action:**	
Title:	Public Works Program and Project Summary. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

powered by Legistar™

Legislation Details (With Text)

File #:	17-240	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	5/18/2017			**In control:**	City Council
On agenda:	6/13/2017			**Final action:**	
Title:	Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 4218-2 OQ Effective January 1, 2017 through December 31, 2019. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	All Terrain_OUC Contract 4218-2 OQ Asphalt & Concrete ISSUED 1_1_2017 All Terrain Tractor Service, Inc COI Exp 11.30.17				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 18, 2017
Agenda Date: June 13, 2017
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 4218-2 OQ Effective January 1, 2017 through December 31, 2019

BACKGROUND:

The Water Field Operations Division (WFO) provides repair services associated with potable water distribution system water main breaks and service line failures. The damage caused by these water infrastructure failures includes Florida Department of Transportation (FDOT) and Brevard County roadways as well as public and private property. The WFO Restoration Crew completes restoration tasks in areas affected by distribution system failures, but they are not authorized to permanently repair FDOT and Brevard County roads. These repairs must be performed by authorized contractors who are qualified to mill and repave state and county roads.

In October 2015, the City contracted with All Terrain Tractor through the use of Orlando Utilities Commission (OUC) Contract No. 3398-2 OQ for restoration services that cannot be completed by the WFO Restoration Crew. This contract was reviewed by the City and determined to be applicable to the services required by WFO. OUC Contract No. 3398-2 OQ has expired and is now replaced with OUC Contract No. 4218-2 OQ.

Staff recommends approval of the continued use of the OUC contract with All Terrain Tractor to

perform restoration services, and to authorize a budgeted expenditure for these services not to exceed $250,000.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$250,000
Account Number	421-4025-536.46-00
Account Name	Repairs & Maintenance
Source of Funds	Operating Revenue

PREVIOUS ACTION:

On October 27, 2015, City Council approved the participation in a cooperative purchase agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 3398-2 OQ effective March 12, 2013 through March 11, 2016.

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with All Terrain Tractor for Restoration Services Utilizing Orlando Utilities Commission Contract No. 4218-2 OQ Effective January 1, 2017 through December 31, 2019.

ORLANDO UTILITIES COMMISSION
ORLANDO, FLORIDA

ASPHALT AND CONCRETE SERVICES

ALL TERRAIN TRACTOR SERVICE, INC.

4218-2 OQ

COMMISSIONERS

GREGORY D. LEE	President
CESAR E. CALVET	First Vice President
DAN KIRBY	Immediate Past President
(Vacant)	Commissioner
BUDDY DYER	Mayor/Commissioner
KENNETH P. KSIONEK	General Manager & CEO

CONFORMED CONTRACT

Asphalt and Concrete
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W-9 Form	1 Page
Insurance Certificate	1 Page
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Instructions to RFP	13 Pages
General Terms and Conditions	16 Pages
SUPPLIER'S PROPOSAL (With Pricing Sheet)	37 Pages

CONTRACT DOCUMENTS

CONTRACT

THIS CONTRACT, made effective as of this January 1, 2017, ("Effective Date") is by and between the **Orlando Utilities Commission** with its principal office located at 100 W. Anderson Street, Orlando, Florida, Party of the First Part and hereinafter called ("OUC"), and **All Terrain Tractor Service, Inc.**, a Florida corporation with its principal office in Orange City, Florida, Party of the Second Part and hereinafter called the ("Supplier"), jointly referred herein as the Parties.

WITNESSETH:

THAT WHEREAS, OUC has caused to be prepared, in accordance with law, specifications, drawings and other contract documents for the work as herein specified; and

WHEREAS, the said Supplier has submitted to OUC a proposal in accordance with the terms of this Contract; and

WHEREAS, OUC, in the manner prescribed by law, has determined the Supplier to be the most responsive and responsible bidder for the work and has awarded to the Supplier a contract therefore, for the sum or sums named in the Supplier's proposal or as otherwise amended by the Basis of Contract, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Supplier and of the mutual agreements herein contained, the Parties to these presents hereby agree, OUC for itself and its successors, and the Supplier for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators, as follows.

ARTICLE I. That the Supplier shall provide all labor, material and equipment necessary to provide Asphalt and Concrete Services beginning January 1, 2017 through December 31, 2019 in accordance with the Contract Documents including any Basis of Contract attached and made a part hereof, and shall execute and complete all work included in OUC's official award of this Contract to the Supplier. This Contract at the option of OUC may be extended for two (2) consecutive one (1) year periods starting January 1, 2020. Both Parties hereto agree that "Contract Documents" shall include the Contract, including any Basis of Contract, the Certificate of Counsel, the General Conditions, the General Requirements, the Technical Specifications, Drawings, the Bidding Documents associated with this Contract, and any other document included as part of the above referenced documents.

In the event there is a conflict or contradiction among any of the Contract Documents, the order of precedence shall govern any contracts initiated under this Contract and all services rendered hereunder:

A. This Contract, including any Basis of Contract.

B. OUC's General Conditions included in the RFP document.

C. OUC's Request for Proposal (RFP16 4218 OQ) with a RFP due date of September 28, 2016.

D. Supplier's response to the Request for Proposal dated September 28, 2016.

ARTICLE II. That OUC will pay to the Supplier for the work embraced in this Contract, and the Supplier will accept as full compensation therefore, the sum (subject to adjustments as provided by the Contract) as submitted in the Supplier's Proposal for Asphalt and Concrete Services, RFP16 4218-2 OQ dated September 28, 2016, for all work included in the Contract, designated in the foregoing Article I; payment to be made in the manner provided in the proposal attached hereto.

ARTICLE III. That time of completion is of the essence of the Contract, and that the Supplier shall proceed with the specified work and shall conform to the schedule specified in General Requirements, or elsewhere in the specifications, which has been made a part of this Contract.

ARTICLE IV. Supplier acknowledges and agrees that (i) all material and information which has or will come into its possession or knowledge in connection with this Contract or the performance hereof, consists of confidential and proprietary information of OUC, of its affiliates or third party vendors who have licensed the information to

OUC under an obligation of confidentiality, and (ii) the disclosure to third parties or use by Supplier or third parties of such information will damage OUC. Supplier therefore agrees to hold such material and such information in strictest confidence, not to make use thereof other than for the performance of this Contract, and not to release such information or material to any person except for Supplier's personnel who have a need to know such information for the purposes of this Contract and who have signed a written Contract expressly agreeing not to use or disclose it. This confidentiality obligation shall survive termination of this Contract.

IN WITNESS WHEREOF, the Parties agree the Effective Date of this Contract shall be the day and year first above written.

Orlando Utilities Commission

Signature _____ (SEAL)
Kenneth P. Ksionek, General Manager & CEO

Date _____

Attest _____
ELIZABETH M MASON ASSISTANT SECRETARY

All Terrain Tractor Service, Inc.

Signature _____ (SEAL)

Title VP

Date 12/16/16

Witness Marsha Evans

Title Office manager

Witnesses Melissa R Joseph

_____

Awarded by the Orlando Utilities Commission on December 13, 2016.

The form of execution of the foregoing contract is hereby approved:

As to Orlando Utilities Commission:

_____
Attorney for Orlando Utilities Commission

As to Supplier:

_____
Attorney for Supplier

CERTIFICATE OF COUNSEL
(Where Supplier is a Corporation)

I do hereby certify that the Contract has been duly and lawfully executed by the Supplier acting by and through all officers and agents thereunto respectively required for the valid execution thereof, and that the same respectively constitutes a valid and binding obligation of such party. In lieu of Counsel Certification, a letter of signatory authority from the Corporate Secretary on official letterhead bearing the corporate seal may be submitted.

Signature of Counsel for Principal (Supplier)

James T. Crow

Type or print name of Counsel

949 Shadick Dr
Orange City FL 32763

Type or print address of Counsel

CERTIFICATE OF COUNSEL
(Where Supplier is an individual or partnership)

I hereby certify that the Contract has been duly and lawfully executed by the Supplier, or if the Supplier be a partnership by a partner thereunto duly and lawfully authorized and that such person, officers and agents were thereunto lawfully authorized and that the same respectively constitutes a valid and binding obligation of such party.

Signature of Counsel for Principal (Supplier)

Type or print name of Counsel

Type or print address of Counsel

COMPLIANCE FORMS

SWORN STATEMENT UNDER SECTION 287.133 (3) (a) and 287.135, FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Volusia

Before me, the undersigned authority, personally appeared James T. Crow who, being by me first duly sworn, made the following statement:

1. The business address of All Terrain Tractor Service is 949 Shaddick Dr Orange City FL 32763

2. My relationship to James T. Crow is Vice President

[Relationship such as sole proprietor, partner, president, vice president].

3. I understand that any company listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Section as defined by Florida Statute 215.473 may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more. If found to be on the list, I understand that any contract with the governmental agency or entity will be terminated and that civil penalties as outlined in Florida Statute 287.135 will apply.

4. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

7. Neither the bidder or Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or Contractor nor any affiliate of the bidder or Contractor has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 7 if paragraph 8 below applies.]

8. There has been a conviction of a public entity crime by the bidder or Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or Contractor who is active in the management of the bidder or Contractor or an affiliate of the bidder or Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is

N/A. A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 8 if paragraph 7 above applies.]

Signed by: _____

Printed Name: James Crow

Sworn to and subscribed before me in the state and county first mentioned above on the 28 day of September 20 16.

Melissa R. Tompkins
Notary Public

(Affix Seal)

MELISSA R. TOMPKINS
Notary Public - State of Florida
Commission # FF 199807
My Comm. Expires Feb 15, 2019
Bonded through National Notary Assn.

Melissa R Tompkins
Type or Printed Name

2/15/19
My Commission Expires

DISPUTE DISCLOSURE for Solicitation #:_____

Answer the following questions by placing an "X" in the appropriate "YES" or "NO" box. If you answer "YES", please explain In the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐ NO ☒

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐ NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project.

All Terrain Tractor Service Inc — Firm

9-28-16 — Date

[signature] — Authorized Signature

VP/owner — Officer Title

James T Crow — Printed or Typed Name

The undersigned hereby declares that only the persons or firms interested in this proposal/bid response as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this proposal/bid response or in the contract to be entered into; that this proposal/bid response is made without connection with any other person, company, or parties likewise submitting a proposal/bid response; and that it is in all respects for and in good faith, without collusion or fraud.

Proposals shall be prepared in accordance with the Instructions to Proposers document. Failure to submit the necessary forms may cause a rejection of the proposal. The undersigned hereby agrees to provide the services and/or items specified in the solicitation packet form at the prices quoted pursuant to the requirements of this document.

Authorized Signature:	Name & Title (printed) James T. Crow - President
Respondent Name: All Terrain Tractor SVC	Federal I.D. 86-1160001
Address: 949 Shaddick Dr	
City Orange City	State FL Zip 32763
Telephone: (386) 218-6969	E-Mail Address: Mike@allterraintractorservice.com
Date of Proposal: 9-28-16	Contact Person Mike Alvarez

NOTE: This form must be completed and returned with your proposal. All proposals must be signed by an officer or employee having authority to legally bind the Respondent(s). Thank you for your interest in doing business with the Orlando Utilities Commission.

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CUC1225243

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

MASIARCZYK, JOHN CARLIN JR
ALL TERRAIN TRACTOR SERVICE, INC.
949 SHADICK DR
ORANGE CITY FL 32763

ISSUED: 06/16/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606160001025

2016/ 2017

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

Volusia County
FLORIDA

Account # 200604050012 **Expires: September 30, 2017**
Business Location: 949 SHADICK DR

Business Name: ALL TERRAIN TRACTOR SERVICE INC
Owner Name: CHRISTINE CROW
Mailing Address: P O BOX 390958
DELTONA, FL 32739

BUSINESS TYPE	CODE	COUNT	TAX
Demolition - Excavating	200		$22.00
Fence Installation	471FI	6	$54.00
Hazardous Waste Fee	820		$37.00
Business Service	471	18	$112.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

CITY OF ORANGE CITY
LOCAL BUSINESS TAX RECEIPT

LICENSE # LIC-7-11-6279
License Type: Unclassified Categories
Amt. Paid: $ 115.25
Stipulations:

Date Issued: 07/27/2015
Expires: 09/30/2016

Annual Inspections	**$25.00**
Small Sign Fee	**$30.00**
Unclassified - 0950 - FYa	**$60.25**

All Terrain Tractor Service, Inc.
949 Shadick Dr
Orange City FL 32763-8904

CITY OF ORANGE CITY *205 E. Graves Avenue* *Orange City, FL 32763*

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
All Terrain Tractor Service, Inc.

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
919 Shadick Drive

Requester's name and address (optional)

City, state, and ZIP code
Orange City, FL 32763

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ - ___ - ____

Employer identification number
86 - 1160001

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 6-13-16

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2016

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 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
Caton-Hosey Insurance
3731 Nova Rd.
Port Orange FL 32129

CONTACT NAME: Kelly Whitaker
PHONE (A/C, No, Ext): (386)767-3161 **FAX (A/C, No):** (386)760-1770
E-MAIL ADDRESS: kelly@catonhosey.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern Owners	10190
INSURER B : Auto-Owners Ins Co	18988
INSURER C : Bridgefield Employers	10701
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
All Terrain Tractor Service, Inc.
949 Shadick Dr
Orange City FL 32763-8904

COVERAGES **CERTIFICATE NUMBER:** CL16112116282 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X XCU Inculded X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X		72553323	11/30/2016	11/30/2017	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS	X		5055253900 HIRED AUTO PHYS.DAMAGE DED Comp $100/Coll $250	11/30/2016	11/30/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			5055332300	11/30/2016	11/30/2017	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		830-54947	11/30/2016	11/30/2017	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
A	Rented & Leased Equipment			72553323	11/30/2016	11/30/2017		$400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Orlando Utilities Commission and their partners, commissioners, directors, officers, agents, and employees are included as an Additional Insured for Auto and General Liability with respects to operations of the Named Insured. Waiver of Subrogation applies with respect to General Liability and Auto Liability.

CERTIFICATE HOLDER
(407)434-4338 mrhoden@ouc.com
Orlando Utilities Commission
5971 Pershing Avenue
Orlando, FL 32822

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
John Hosey/ATHOMP

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RFP DOCUMENTS

Solicitation Packet Form

ORLANDO UTILITIES COMMISSION ORLANDO, FLORIDA
Commissioners:

LINDA FERRONE	**President**
GREGORY D. LEE	**First Vice President**
DAN KIRBY	**Immediate Past President**
CESAR E. CALVET	**Commissioner**
BUDDY DYER	**Mayor/Commissioner**
KENNETH P. KSIONEK	**General Manager & CEO**

RFP16 4218 OQ Asphalt and Concrete	
DATE OF ISSUE:	**9/1/2016**
QUESTIONS/COMMENTS DUE DATE:	**09/13/2016**
ADDENDUM DUE DATE:	**09/16/2016**
RFP DUE DATE:	**09/28/2016**
RFP DUE TIME: 2:00 p.m., EST. ***Proposals will not be accepted after 2:00 P.M. Electronic submittals are preferred. Any non-electronic submittal after the solicitation due time will be returned unopened.***	
ELECTRONIC SUBMITTAL DELIVERY IS PREFERRED. **LOCATION FOR SEALED PROPOSALS IF NEEDED:** ***Solicitation Opening will be held at same location***	Orlando Utilities Commission Reliable Plaza Attn: 1st Floor Security Guard 100 West Anderson Street Orlando, Florida 32801
DIRECT ALL INQUIRIES TO BUYER OF RECORD:	Amy J. Rossi arossi@ouc.com
THIS CONTRACT MAY BE UTILIZED BY OTHER GOVERNMENTAL AGENCIES AT THE SUPPLIER'S DISCRETION.	
BID BOND REQUIRED: YES [ ] - NO [X]	
PAYMENT AND PERFORMANCE BOND REQUIRED: YES [ ] - NO [X]	
NOTE: THE AWARDED SUPPLIER WILL BE REQUIRED TO SUBMIT ONE HARD COPY PROPOSAL WITH WET SIGNATURES, PRIOR TO CONTRACT EXECUTION.	

The undersigned hereby declares that only the persons or firms interested in this proposal/bid response as principal or principals are named herein, and that no other persons or firms than herein mentioned have any interest in this proposal/bid response or in the contract to be entered into; that this proposal/bid response is made without connection with any other person, company, or parties likewise submitting a proposal/bid response; and that it is in all respects for and in good faith, without collusion or fraud.

Proposals shall be prepared in accordance with the Instructions to Proposers document. Failure to submit the necessary forms may cause a rejection of the proposal. The undersigned hereby agrees to provide the services and/or items specified in the solicitation packet form at the prices quoted pursuant to the requirements of this document.

Authorized Signature:	Name & Title (printed)
Respondent Name:	Federal I.D.
Address:	
City	State Zip
Telephone:	E-Mail Address:
Date of Proposal:	Contact Person

NOTE: This form must be completed and returned with your proposal. All proposals must be signed by an officer or employee having authority to legally bind the Respondent(s). Thank you for your interest in doing business with the Orlando Utilities Commission.

ACKNOWLEDGEMENT

- The Supplier agrees to obtain prior to award, if selected, Worker's Compensation, General Liability, Automotive, and other insurance requirements in accordance to the requirements as set forth in the solicitation packet form documents, attached hereto.

  All policies shall be subject to approval by OUC and issued by companies authorized by and in good standing with the Department of Insurance of the State of Florida to conduct business in the State of Florida, whether standard companies, excess/surplus lines carriers or self-insured programs such as Worker's Compensation authorized as a group self-insurer by F.S. 440.57, Florida Statutes.
- The Supplier agrees that it as well as its Subcontractors has a Drug-Free Workplace Program and said program complies with the requirements of Florida Statute §§ 287.087 and 440.101 et. seq., the Omnibus Employee Testing Act of 1991, 49 Code of Federal Regulation § 391 and 40 (operation of commercial motor vehicles).
  - In addition, all Subcontractors must implement a controlled substance and alcohol testing policy for safety sensitive positions as defined by the Commission's Alcohol and Controlled Substance Testing Policy for Safety Sensitive Positions.
  - The Supplier's employees as well as its Subcontractor employees are further prohibited from being under the influence or impairment of alcohol on Commission property or work sites or at any time or place while conducting business with or on behalf of the Commission.
- Only one proposal/bid response for the above project is being submitted and that the named entity has no financial interest in other entities submitting proposals/bid responses for the same project.
- Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, business relationships or property interests for this project. The Supplier shall disclose to OUC the name(s) of any OUC employee or OUC Board member who has a direct or indirect financial interest in the Supplier or in the proposed transaction. An OUC employee or Board member has a direct or indirect financial interest in the Supplier or in the proposed transaction if presently or in the preceding twelve (12) months the employee/Board member or a close relative has an ownership interest in the Supplier (other than as owner of less than 1% of the stock of a publicly traded corporation); works for the Supplier, is a partner, officer, director, trustee or consultant to the Supplier, has received grant, travel, honoraria or other similar support from the Supplier, or has a right to receive royalties from the Supplier.
- No member of the entity's ownership, management, or staff has a vested interest in any aspect of the Orlando Utilities Commission nor any business or other relationship with any of its employees, officers, directors or Board members that create a conflict of interest or the appearance of a conflict of interest.
- No member of the entity's ownership or management is presently applying for an employee position or actively seeking an appointment within the Orlando Utilities Commission.
- In the event that a conflict of interest is identified in the provision of services, the signatory, on behalf of the above named entity, will immediately notify the Orlando Utilities Commission in writing.

Statement of No Bid
The Procurement Department is committed to continuously improve its processes to receive maximum participation from the industry/market. Please click on No-Bid Form and take a few minutes to briefly explain to us why you will not be responding to OUC's solicitation and email the form to the Buyer of records.

No Contact Period
From the Date of Issue of this solicitation packet until a decision to approve the notice of recommended award, rejection of all bids or other notice is made, no unauthorized contact, related to this solicitation will be allowed between a bidder, their employees or Subcontractors and any OUC commissioner, officer, director, or staff, with the exception of the Buyer of Record. Any unauthorized contact will disqualify the bidder from further consideration.

Proposal Label: Electronic submittals are preferred. If you wish to submit a hard copy submittal, please use the label below to be placed on front of envelope.

DO NOT OPEN - SEALED RESPONSES - DO NOT OPEN

From: _____

Address: _____

_____

NUMBER: **RFP16 4218 OQ**
TITLE: ASPHALT AND CONCRETE

PROPOSAL TO BE SUBMITTED ON: SEPTEMBER 28, 2016 BY 2:00 PM

DELIVER TO:
ORLANDO UTILITIES COMMISSION
PROCUREMENT DEPARTMENT
AMY J. ROSSI
100 WEST ANDERSON STREET
ORLANDO, FL 32801

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SECTION I

INTRODUCTION

The Orlando Utilities Commission (OUC) is an electric and water municipal utility serving Orlando, Florida and portions of surrounding Orange County. OUC also has an Inter-local agreement with the City of St. Cloud, Florida for the management of its electric utility. Currently we serve more than 313,000 customers. To obtain general information about OUC go to www.ouc.com.

SCOPE OF WORK The purpose of this solicitation is to perform the following types of work in accordance with the requirement which may include the following but not be limited to, lime rock base, asphalt concrete surfaces, Portland cement, concrete pavement and driveway, sidewalk, concrete curb restoration, debris removal, and removal of brick base or underlayment in regards to street restoration.

TERM OF CONTRACT From the effective date through a three year term with two (2) additional one year renewal options for OUC.

PRICE AND COSTS Prices as listed on the solicitation proposal pages must remain firm throughout the contract period of three years.

INVOICES Send all invoices to **Accounts Payable, Attention: Manager,** Orlando Utilities Commission, PO Box 3193, Orlando, FL 32802 or e-mail to accountspayable@ouc.com . In order to insure prompt payment, the Purchase Order (PO) number must be referenced on the invoice.

- Upon completion of a project, the Supplier MUST invoice within 30 days.
- Payment will be made only on completed projects.
- The invoicing must include the name and address of the project for each project, along with the PO number.

PAYMENTS OUC shall have the option to make payments by check, procurement card, wire transfer or Automated Clearing House to the bank account(s) identified by the Supplier.

CONTRACT SAMPLE Please click here.

EVALUATION CRITERIA Please refer to the instruction to Proposers document; item A.14.

SECTION II

Supplier Information

1. Prime Consultant shall provide the following background data on their firm:

   Firm Name_____

   Name of Parent Company_____

   Complete Business Address _____

   _____

   _____

   State of Incorporation _____

   Name, Address, Telephone
   Number of Contact
   Personnel _____

   Office Number, Cell/Mobile
   Number and Email of
   Contact Personnel _____

   Size of company _____

   Years in Business _____

   Organization Management Overview

   _____

   _____

   _____

   Ownership

   _____

   _____

   _____

2. Number of offices / locations _____ Number of employees _____
3. Dun & Bradstreet Number _____
4. Is the firm licensed to conduct business in the State of Florida?

   Yes ( ); No ( ) If Yes is checked, provide:

   Current License Information: _____

State Certification Number: _____

Certification Categories: _____

(Provide a copy of your firm's business licensees with your response)

If not, (Bidder must be registered to do business in the State of Florida by the time Notice of Intent to Award is sent). The link to the site is: http://www.sunbiz.org

5. Are you a Women Owned or Minority Owned business?
   Yes ( ) No ( )

   If yes, explain which one_____

6. Does your company have an affirmative action plan in utilizing small business / minority / disadvantaged entrepreneur and local participation in pre-qualifying vendors and subcontractors? Will you report your efforts on an annual basis? Yes ( ) No ( )
7. Is your company currently involved in any unsettled litigation? Yes ( ); No ( )
   If yes, please explain:
8. Has your company ever been issued a warning or violation by a regulatory agency for noncompliance with Federal or State regulations? Yes ( ); No ( )

   Dates: _____ Describe: _____
9. Does your company have employee incentive programs to reward safety, productivity, quality, performance, and/or longevity? If so, describe.
10. Have you ever had a contract terminated? If yes, provide the name of the company, when the event happened, and reasons.
11. Has the Company ever been in a lawsuit where the company or one of its employees was accused of a wrong doing? If yes, provide name of plaintiff, when the event occurred and reasons.

Approach to perform work

A. Please list the equipment you own, and which you intend to use in the execution of this contract: (Please attach separate pages)

B. Where are the current construction offices located that you would plan to provide these services?

C. What are your current crew resources planned to support this service?

D. Please provide an org chart and list the key personnel responsible for executing the services including their resume, current title, how long they have been in this position.

Safety Record

A. Do you have a Safety Training Program for your employees? Yes ( ); No ( )
If yes, please provide an outline or attach a copy of program.

B. Please provide a copy of your safety manual.

C. Does your firm have a Drug Free Workplace Policy? (Yes or No). If yes, provide a brief summary and/or copy of your Policy.

D. Does your Firm performs any or all of the following employee pre-screening requirements:

Drug Screening Tests: Yes ( ); No ( )
Workers' Compensation History Review: Yes ( ); No ( )
Driver's License Verification: Yes ( ); No ( )
Pre-employment Physical Exam: Yes ( ); No ( )
Criminal History Review: Yes ( ); No ( )

E. Workman's Compensation Information:
   a. Provide experience modification rating for the last 3 years.
   b. OSHA Information:
      - OSHA Incidence Rate for the last 3 years
      - OSHA Frequency Rate for the last 3 years
        (Number of Lost Time Cases x 200,000/Total Man-hours)
      - OSHA Severity Rate for the last 3 years
        (Number of Lost Work Days x 200,000/Total Man-hours)

REQUIREMENTS

1.0 GENERAL REQUIREMENTS

1.1 The Supplier shall perform the following types of work in conjunction with this bid:

- Lime rock base
- Asphalt concrete surfaces
- Portland cement concrete pavement and driveway
- Sidewalk
- Concrete curb restoration
- Debris removal
- Removal of brick base or underlayment in regards to street restoration
- Flowable fill

1.2 All projects must be completed in accordance with the best commonly acceptable practices and the appropriate City, County and /or State road construction requirements.

1.3 The Supplier is responsible for providing all labor, materials, equipment and incidentals necessary to perform and complete assigned projects. The Supplier shall provide the use of competent, qualified personnel.

1.4 The Supplier will be responsible for the scheduling and the procurement of the necessary proctor and soil density tests as well as the replacement of necessary applicable highway markings as required.

1.5 Proctor and soil density tests that are the result of Supplier compaction error are the sole responsibility of the Supplier.

1.6 The concrete on sidewalks and driveways should withstand 3000psi or per the appropriate city, county and/or state road construction requirements.

1.7 It shall be the Supplier's responsibility to verify that the information provided on the equipment list is accurate and to advise OUC, before the proposal opening date, of conflicting requirements or omissions of information, which require clarification.

1.8 The Supplier must employ sufficient full-time employees to provide the services described herein.

2.0 RESPONSE TIME

All concrete and asphalt repair and restoration on a specific project must be started and completed within five (5) calendar days including weekends and holidays from date of notification by OUC.

Exceptions to this response time would be work that is considered a priority
This includes emergency work and Supplier must be capable of mobilization within a four (4) hour timeframe and MUST make continuous progress until final completion of work.

3.0 LEAVE BLANK INTENTIONALLY

4.0 REMOVAL/DISPOSAL OF TRASH/DEBRIS

4.1 The Supplier, without charge, shall clean the working areas each day of all trash and waste materials and shall maintain the site in a neat and orderly condition throughout the work period. The Supplier will be compensated for the rubble dump fee as per the Bid Proposal Pages.

4.2 The pricing to be submitted for the rubble dump fee should include all costs and fees associated with removing, transporting, and dumping rubble in a properly licensed, local, state, or federal dump site. Proof of receipt for disposal shall accompany invoicing.

5.0 WORK SCHEDULE

In general all work will need to be completed from 7:00 am to 4:00 pm Monday through Friday. Supplier must schedule and receive approval by the OUC project coordinator prior to beginning any work outside the normal working hours. Supplier must be willing to work weekend and holiday hours if deemed necessary by OUC personnel.

6.0 TERMINATION OF PERSONNEL

OUC does reserve the right to immediately remove from the site any person felt to be an immediate safety risk. A request of this nature will be handled by the OUC representative informing the Supplier's key personnel verbally or in writing.

6.1 If the Supplier persistently fails to perform the work in accordance with the contract documents (including, but not limited to, failure to supply skillful workers or suitable materials or equipment or failure to adhere to response time).

6.2 If the Supplier disregards laws or regulations of any public body having jurisdiction.

6.3 If the Supplier disregards the authority of the OUC representative/inspector.

6.4 If any of these events occur, OUC has the right to terminate this contract with 7 days written notice to the Supplier.

7.0 TRAFFIC CONTROL

7.1 The Supplier shall provide all traffic control plans and secure permits as required by the governing agency. Work zone requiring traffic control will be in accordance with Manual on Uniform Traffic Control Devices and the State of Florida Utility Accommodation Guide. The Supplier will provide the necessary trained traffic control personnel as set forth in the Utility Accommodation Guide. An estimate shall be submitted for prior approval for any project designated by OUC needing requirements for Traffic Control.

7.2 The Supplier will be responsible for all traffic control devices such as barricades, lights, steel plates, and arrow boards. The use of such devices shall be considered incidental to the overall project and the cost for the use of such devices shall be included.

7.3 All traffic control devices must conform to the State of Florida DOT “Roadway & Traffic Design Standards” and the Manual on Uniform Traffic Control Devices”.

8.0 MATERIALS

All materials supplied by the Supplier must meet OUC requirements. The Supplier may substitute materials with prior OUC approval. OUC reserves the right to reject any substitutions submitted. Supplier will be responsible to coordinate and substitute material approvals with the appropriate city, county and/or state agency and must receive approval from same prior to supplying the material.

9.0 INSPECTION

9.1 Material quality and project workmanship will be to the satisfaction of OUC, as determined by the OUC Inspector or designated representative.

9.2 Private property shall be restored to both OUC's and the property owners' satisfaction.

10.0 PROJECT COMPLETION

10.1 OUC will provide all permits for this project, as applicable. The Supplier is responsible to perform as per the regulations associated with all permits provided.

10.2 The Supplier shall be responsible for contacting the proper authorities when work is to be scheduled and/or inspected.

10.3 The OUC Water Distribution unit will provide the Supplier with a copy of the Field Work Area Information Sheet.

10.4 No payment will be made until approval and applicable permit signatures by the appropriate governmental agencies (City, County, State, etc.), as well as the submitted quantities and measurements are verified by the appropriate OUC personnel.

10.5 There shall be no invoicing until job completion, including site clean-up.

10.6 Proctor and soil density test results will be provided to OUC no later than five (5) business days following completion of the test.

11.0 LICENSES / QUALITY ASSURANCE

11.1 The Supplier shall provide OUC copies of its current City of Orlando and Orange County Occupational Licenses and a valid General Contractor's License.

11.2 The Supplier shall be licensed as required by City, County, State and/or Federal government to perform the work requested by OUC.

11.3 The Supplier shall have been in the business of providing similar services for over three years, and offer technical services upon written request.

11.4 The Supplier shall submit to OUC, at least three job references where the Supplier has successfully performed similar services. Current contracts/ agreements may be submitted as references. The following information MUST be submitted with EACH reference:

- Company Name
- Contact Name
- Address
- Phone Number
- Fax Number
- Email Address

12.0 LEAVE BLANK INTENTIONALLY

13.0 SUPPLIER COMMUNICATIONS

13.1 Supplier shall provide OUC with a single contact person for all communications dealing with performance under the terms and conditions of the contract.

13.2 Supplier shall enable communications to be principally carried out by electronic e-mail; followed by phone confirmation. OUC will e-mail or fax a project description and its location. Throughout the duration of this contract, each project will be assigned in this manner. Any special instructions will also be given in the same manner.

The Supplier shall have a regular telephone number and a cellular phone number throughout the duration of this contract. Both phone numbers will be made available to OUC personnel at all times. The Supplier is also required to maintain a fax number and voice mail (or answering machine). It is required that the Supplier have an e-mail address available. Contact information for the subcontractor must also be made available to OUC personnel at all times.

13.3 Supplier, OUC or senior management shall participate in periodic review meetings to review performance issues and conduct property reviews as required.

Miscellaneous

A. Work will be done throughout OUC's territory. This is primarily within the City of Orlando, City of St. Cloud, and Orange County.

B. The Supplier shall be licensed as required by the City, County, State and/or Federal government to perform the work requested by OUC. The Supplier must be approved to perform FDOT road repairs.

C. All of the Supplier's vehicles must have the company logo clearly visible somewhere on its exterior body.

D. The Supplier shall assign a qualified and experienced single point of contact identified as key personnel to direct the field crew.

E. OUC reserves the right to employ a Third Party Inspector. The Third Party Inspector shall have the authority of OUC to ensure the Supplier's compliance with the requirements.

F. There is to be no communication between the Suppliers, his employees, subcontractors other representative with any local, state, or federal agencies, as well as the press or social media. All aforementioned communication will be conducted by an OUC designee. Failure to comply with this requirement can result in immediate cancellation of this contract.

G. If subcontractors are to be utilized in this project, their names and references must be included in the initial contract response. Responsibility for the performance of the contract remains with the main Supplier exclusively. Subcontracts may be added to this contract during the contract period with PRIOR WRITTEN PERMISSION from OUC only.

H. OUC reserves the right to contact references for recommendations prior to award.

I. While on OUC property or while conducting services on OUC's behalf, the Supplier must adhere to all applicable OSHA requirements and OUC safe work practices.

J. All Supplier employees must wear uniforms or other means to identify themselves as employees of the Supplier.

K. Any damage to facilities or equipment caused by the Supplier shall be repaired by the Supplier at their expense to a condition agreeable to OUC.

L. The Supplier shall grant OUC access to its premises and facilities as to enable OUC, or designee, to determine that the Supplier's equipment and materials are in good working order to ensure effective response to a hazardous waste spill related emergency

SECTION III
PROPOSAL SUBMITTAL FORMAT

Please click on Instruction to Proposers to assist you in preparing your proposal.

THE FOLLOWING DOCUMENTS CONSTITUTE YOUR SUBMITTAL:
Bidder shall print and complete all the data forms "checked" below and make them part of their submittal package (by clicking on the links provided below) together with any other required information.

All original forms shall have a wet signature and when required a notary stamp. They should be scanned and uploaded with your submittal. You will have to provide these signed original forms if your firm is recommended for award.	
Technical Response File	
[x]	**Signature Page on Page 2 of this document**
[x]	**Cover Page**
[x]	**Sworn Statement on Public Entity Crimes and Scrutinized Companies Under Florida Statutes, Section 287.133 (3) (a) and 287.135**
[ ]	**Bid Bond**
[ ]	**Payment And Performance Bond**
[x]	**Dispute Disclosure**
[x]	**Exceptions**
[x]	**Addenda**
[x]	**Supplier Information (pages 6-9)**
[x]	**Copy of Company's Business License**
[x]	**Copy of Insurance Certificate**
[x]	**W-9 Form**
[x]	**Subcontractors and Potential Cost Savings Alternative**
[x]	**References**
[x]	**Response to all requirements (pages 10-14)**
Cost File	
[x]	**Pricing Sheet (use MS Excel Sheet provided in VendorLink)**

Please use the links provided below to access some of OUC's Policies and procedures that the suppliers need to read and be aware of as suppliers make their decision to bid on this formal solicitation opportunity:

- Click on, **"**Contractor Security Policy**"**
- Click on, **"**Bid Protest Procedure**"**
- Click on, **"**Contractor Orientation for Stanton Energy Center**"**
- Click on , **"**Alcohol and Controlled Substance Abuse Policy**"**
- Click on , **"**Alcohol and Controlled Substance Testing Policy**"**
- Click on, "OUC Travel and Expense Guidelines"

THESE POLICIES AND ANY SUPPLEMENTAL POLICIES PROVIDED AT CONTRACTOR ORIENTATION ARE HEREBY FULLY INCORPORATED INTO THIS CONTRACT BY REFERENCE AND TO THE EXTENT APPLICABLE TO THE SUPPLIER IN THE PERFORMANCE OF THE WORK. SUPPLIER AND ITS SUBCONTRACTORS, SUPPLIERS, AGENTS, AND EMPLOYEES SHALL FULLY COMPLY WITH ALL SUCH POLICIES AS AMENDED FROM TIME TO TIME.

These Policies may be found on the OUC – Procurement Services department website among additional important information.

SECTION IV
PRICE SCHEDULE
(Use the MS Excel file provided for your submittal)

The unit pricing shall be firm for the initial three (3) year period of the contract.
Pricing may be renegotiated prior to renewing the Contract at the end of that initial period.

Pricing shall include all labor, material, equipment rental, consumables, tools, overhead and profit required to perform the projects as described herein.

In the event an error in calculations is found, the unit price bid will be used to determine the correct extended price.

4218 OQ Concrete and Aspault Services

LINE ITEM	DESCRIPTION	3 YEAR ESTIMATED QUANTITY	UNIT OF MEASURE	COST PER UNIT
Asphalt pavement per 1.5" layer				
1	10 sq. yds. or less	215	sq. yd.	
2	10.1 to 30 sq. yds.	210	sq. yd.	
3	Over 30 sq. yards	750	sq. yd.	
Ashpalt pavement per each add'l. 1/2" layer thickness				
4	10 sq. yds. or less	150	sq. yd.	
5	10.1 to 30 sq. yds.	200	sq. yd.	
6	Over 30 sq. yards	2500	sq. yd.	
Asphalt pavement 1" thickness (overlay)				
7	10 sq. yds. or less	15	sq. yd.	
8	10.1 to 30 sq. yds.	15	sq. yd.	
9	Over 30 sq. yards	15	sq. yd.	
FC-4 Asphalt Friction Course 1" thickness (overlay)				
10	10 sq. yds. or less	15	sq. yd.	
11	10.1 to 30 sq. yds.	15	sq. yd.	
12	Over 30 sq. yards	15	sq. yd.	
FC-2 Asphalt Friction Course 5/8" thickness (overlay)				
13	10 sq. yds. or less	15	sq. yd.	
14	10.1 to 30 sq. yds.	15	sq. yd.	
15	Over 30 sq. yards	15	sq. yd.	
4" Concrete (Sidewalk or Driveway)				
16	10 sq. yds. or less	15	sq. yd.	
17	10.1 to 20 sq. yds.	30	sq. yd.	
18	Over 20 sq. yards	30	sq. yd.	
6" Concrete (Sidewalk or Driveway)				
19	10 sq. yds. or less	15	sq. yd.	
20	10.1 to 20 sq. yds.	15	sq. yd.	
21	Over 20 sq. yards	60	sq. yd.	
8" Concrete (Sidewalk or Driveway)				
22	10 sq. yds. or less	15	sq. yd.	
23	10.1 to 20 sq. yds.	15	sq. yd.	
24	Over 20 sq. yards	15	sq. yd.	
6" x 16" Straight or Radius Upright Curb				
25	20 lin. ft. or less	25	lin. ft.	
26	Over 20 lin. ft.	15	lin. ft.	
2 ft. Curb & Gutter Section or Radius				
27	20 lin. ft. or less	30	lin. ft.	
28	Over 20 lin. ft.	15	lin. ft.	

In the event an error in calculations is found, the unit price bid will be used to determine the correct extended price.

4218 OQ Concrete and Aspault Services

Density Tests: Certified Testing Lab (when required by agency inspector)				
29	Soil Proctor Test	15	each	
30	Soil Density Test	15	each	
8" Concrete Roadway replacement (broom finished)				
31	10 sq. yds. or less	15	sq. yd.	
32	Over 10 sq. yds.	15	sq. yd.	
8" Concrete Road Base (unfinished)				
33	10 sq. yds. or less	15	sq. yd.	
34	Over 10 sq. yds.	200	sq. yd.	
Surface Prep. For Limerock				
35	10 sq. yds. or less	15	sq. yd.	
36	Over 10 sq. yds.	15	sq. yd.	
8" Limerock Road Base				
37	10 sq. yds. or less	15	sq. yd.	
38	Over 10 sq. yds.	15	sq. yd.	
Limerock Road Base per each add'l. 2" layer thickness				
39		15	sq. yd.	
Remove Asphalt and Dump				
41	10 sq. yds. or less	90	sq. yd.	
42	10.1 to 20 sq. yds.	80	sq. yd.	
43	20.1 to 40 sq. yds.	110	sq. yd.	
44	Over 40 sq. yds.	775	sq. yd.	
Remoce Concrete and Dump				
45	10 sq. yds. or less	15	sq. yd.	
46	10.1 to 30 sq. yds.	25	sq. yd.	
47	Over 30 sq. yards	40	sq. yd.	
Remove Limerock and Dump				
48	10 sq. yds. or less	15	sq. yd.	
49	10.1 to 20 sq. yds.	15	sq. yd.	
50	20.1 to 40 sq. yds.	15	sq. yd.	
51	Over 40 sq. yds.	195	sq. yd.	
Stripes & Lines - whie & yellow (to DOT Standards				
52	4" Solid	10	lin. ft.	
53	6" Solid	10	lin. ft.	
54	8" Solid	10	lin. ft.	
55	12" Solid	10	lin. ft.	
56	18" solid	10	lin. ft.	
57	24" Solid	10	lin. ft.	
58	6" Skip	20	lin. ft.	
59	Directional Arrow	5	each	
60	Message	5	each	
61	Reflective Marker	5	each	

In the event an error in calculations is found, the unit price bid will be used to determine the correct extended price.

4218 OQ Concrete and Aspault Services

Priority Work				
62	Jobs < $2,500		%	
63	Jobs to include and > $2,500		lump sum	
Remocal of Brick base or underlayment in regards to street restoration				
64	10 sq. yds. or less	90	sq. yd.	
65	10.1 to 20 sq. yds.	80	sq. yd.	
66	20.1 to 40 sq. yds.	110	sq. yd.	
67	Over 40 sq. yds.	775	sq. yd.	
Sod Restoration				
68	Sod - St Augustine	1000	sq. yd.	
69	Sod - Bahia	1000	sq. yd.	

Payment Discount Options

1%20 net 30

2%15, net 30

3% 10, net 30

None Offered

Others

INSTRUCTIONS TO PROPOSERS

As required by Florida's Public Records Law, information provided to OUC in the course of business will be made available for public inspection and copying unless a specific statutory exemption applies.

From the Date of Issue until a notice of recommended award, rejection of all submittals or other notice is made, **no unauthorized contact**, related to the solicitation will be allowed between a Proposer, their employees or Subcontractors and any OUC commissioner, officer, director, or staff, with the exception of the OUC Buyer of Record. Any unauthorized contact will disqualify the Proposer from further consideration.

CONFIDENTIALITY NOTICE TO PROPOSERS

By submitting a proposal to OUC, each Proposer acknowledges and understands that OUC is a public agency subject to Chapter 119 Florida Statutes ("Public Records law"). Any proposal document submitted by Proposer will become a public record until such time as OUC provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Trade Secrets and certain background financial information, among other items, may constitute exemptions to disclosure under the Public Records law.

Proposal Phase

Any Proposer wishing to assert its right to claim an exemption as to any portions of its Proposal to OUC must specifically identify the statutory exemption and do the following:

1. Submit any such portions of the Proposal in the proposal packet with only those portions considered Exemptions blacked out ("redacted").

2. Submit along with the redacted Proposal one copy of an un-redacted version of the same documents in either a sealed envelope marked as "Confidential –Trade Secret/ Proprietary Information", or in a separate electronic file with the word "Confidential" included in the file name.

Negotiation Phase

If a Proposer must provide any information during negotiations with OUC and Proposer wishes to assert its right to claim any such exemption, it must specifically identify the statutory exemption and do the following:

1. Submit any such materials with those portions considered a Confidential-Trade Secret/Proprietary Information blacked out ("redacted").

2. Submit along with the redacted materials one copy of an un-redacted version of the same materials in either a sealed envelope marked as "Confidential –Trade Secret/ Proprietary Information", or in a separate electronic file with the word "Confidential" included in the file name.

A.1 **GENERAL INFORMATION** Sealed Proposals will be received by the Orlando Utilities Commission through VendorLink or to the location noted on the Solicitation Package Form, herein referred to as "OUC," for goods, equipment, materials, and related services set forth in the included specifications and documents. The parties hereto agree that each of the following three sets of phrases shall each have the meaning hereto ascribed to it and each set may be used interchangeably:

A. "Bidder(s)", "Supplier(s)", and "Proposer(s)" shall mean the party, person, firm, company, corporation, partnership, joint venture or other type of entity responding to this solicitation.

B. "Solicitation" means , "Request for Proposal(s)", "RFP", "Request for Quote", "RFQ", "Invitation to Bid", "ITB" to which you are responding.

C. "Bid(s)", "Proposal(s)", or "Quote(s)" shall mean the documents formally submitted to OUC by each of the Proposers responding to this solicitation packet form.

Proposals submitted electronically will be opened publicly on stated solicitation due date at 2:30 p.m. Local Time at 100 West Anderson Street, Orlando, Florida. The only information, which will be read at the time of the opening, will be the name of the Proposer and if they have provided all the information required for each item on the response sheet. No other information is shared at this time, with the exception of solicitations for construction or repairs on public works projects in which the price submitted will be announced. Proposals not meeting the requirements may be rejected.

ALL PROPOSERS SHALL BE REGISTERED ON VENDORLINK SYSTEM IN ORDER TO SUBMIT AN ELECTRONIC PROPOSAL. INDIVIDUAL FILES CANNOT BE LARGER THAN 2GB.

SOLICITATION QUESTIONS

All questions concerning this solicitation must reference the Solicitation Package document page number, and section heading. Questions will be answered and posted to VendorLink website in the form of addenda to the solicitation.

ELECTRONIC SUBMITTAL OF THE PROPOSAL

Proposals shall be submitted electronically only by visiting VendorLink. Only files in .MS Word (.doc or .docx), Excel (.xls or .xlsx) & PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); .Compressed File (ZIP) only formats will be accepted. Printing shall be enabled on files submitted.

The cover page must clearly identify the Solicitation Number, Name and the Date of Submission and the Name of Proposer.

The solicitation Number and Name must be included on the footer of each page of the Solicitation Packet Form and all attached documents at time of submittal.

Number each page consecutively, including the Letter of Commitment, brochures, licenses, resumes, and any other related supplemental information.

Separate and identify each criterion response by use of a divider/separation page.

In the event of technical difficulties in submitting proposals, proposers should contact VendorLink technical support at support@evendorlink.com.

PROPOSAL FORMAT AND CONTENT

Proposers must follow the instructions outlined below and provide all information requested.

Submit two separate files. (***Technical Response File***) and (***Cost File***).

Technical Response File

This file should contain but, not limited to the following:

- Table of Content
- Introductory letter
- Name, title, address and telephone number of contact person during period of proposal evaluation.
- All fully executed compliance Forms, Supplier Information, and Certificate of Insurance.
- Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- Key Proposed Staffing and Project Organization for assignment to this contract/project. Proposed working relationship between Proposer and subcontractors, if applicable.
- Furnish brief resumes (not more than two [2] pages each) and Financial Information, if applicable.
- Signature and Title of a person authorized to bind Proposer to the terms of the proposal.

- Work Plan, Technical Proposal, Qualifications, Related Experience and References.
- Provide a general description of the firm's financial condition.
- Proposer's ability to complete the Scope of Work / Technical (if applicable).
- Specifications (if applicable).
- And any proposed alternative approaches to meeting OUC's contractual requirements, these should be thoroughly explained.

We recommend to be one file (editable PDF preferably). Not a scan copy.

Cost File

- Upload your cost file as a separate document: At a minimum break costs out per task/line item.

NOTE: ONE HARD COPY SET WITH WET SIGNATURES AND ORIGINAL COMPLIANCE FORMS WILL BE REQUIRED FROM THE AWARDED SUPPLIER, PRIOR TO CONTRACT EXECUTION.

SOLICITATION SELECTION SCHEDULE

OUC will adhere to the stated schedule during the solicitation process unless notice of change in schedule is issued to the Proposers. OUC reserves the right to postpone the date and time announced for opening of proposals. Such postponement may be made at any time prior to the time announced for the opening of proposals. OUC will give written notice of any such postponement by issuance of an addendum confirming the changing of the announced date and time for opening of proposals.

The following shall cause an automatic rejection of the proposal:

- Proposals delivered/submitted after the 2:00 p.m. due date
- Failure to submit a Bid Bond when required
- Failure to attend a mandatory pre-proposal meeting and/or any mandatory presentation
- "Failure to submit a signed Payment and Performance Bond Compliance Form when (a) a Payment and Performance Bond is required or (b) alternate payment and performance security permissible under Section 255.05, Florida Statutes is required

The following items may cause a rejection of the proposal:

Failure to submit copies of any of the signed & notarized forms:

- Statement on Public Entity Crimes form
- Dispute Disclosure
- Sworn Statement
- Addenda Form

For hard copy proposals the sealed envelope or other container containing the proposals shall be marked using the provided label on page 4 of the solicitation document. Sealed proposals, which are sent through the mail or other such delivery service, shall be sent in such a manner as to allow the opening of the "Mailing Container" and still have intact in another envelope the proposal. The Mailing Container shall contain the words: **"PROPOSAL ENCLOSED".**

OUC expects proposals that address all of the information requested in the solicitation and subsequent clarifications and reflects the capabilities of the Proposer. For hard copy proposals the documents may be stapled, spiral bound or secured within a three-ring loose-leaf binder.

If supplemental information is required, it shall be submitted in accordance with Article A.3.1. Any variations shall be listed in accordance with the instructions given in Article A.3.1 and on the Exceptions form.

A.2 **PROPOSAL DOCUMENTS** Prospective Proposers who intend to make a proposal to OUC will be provided without charge one set of the specifications and documents for preparation of proposals. Addenda documents will be issued only to prospective Proposers.

A.3 **PROPOSALS** Proposals shall be prepared in accordance with the requirements of these Instructions to Proposers. Proposals, which are not prepared in accordance with such instructions, will imply that the Proposer does not intend to comply with all of the proposed contract conditions and such proposals will be considered irregular and may be rejected.

A.3.1 **Preparation** Each proposal shall be submitted completely using the proposal and proposal data forms. Entries on the proposal and proposal data forms shall be printed, typed, or legibly written.

If the Proposer submits an alternate proposal, they shall clearly identify the proposal as an " Alternate Proposal". Alternate proposals may be considered a blanket exception to the solicitation and rejected, at the discretion of OUC.

A.3.2 **Signatures** An authorized representative of each Proposer shall sign the proposal and shall give their full name and title and the Proposer's business name and address. The Proposer's name stated on the proposal

shall be the exact legal name of the firm. The names of all persons signing should also be typed or printed below the signature. Compliance forms must be signed in accordance with Section A.4 below.

A.3.3 **Submittal** Proposals shall be submitted in accordance with the instructions and schedule included in the solicitation transmitting these specifications and documents to the Proposer.

A.3.4 **Withdrawal** Proposers will have access to their submittals which may be withdrawn, altered, and resubmitted through VendorLink at any time before the time set for the receipt of the proposals. Proposals may not be withdrawn, altered, or resubmitted, after the time set for receipt of proposals. OUC may request clarifications and additional information after proposal submission. Hard copy proposals may be withdrawn during that same period.

A.4 COMPLIANCE FORMS

A.4.1 **Public Entity Crimes** Each Proposer shall submit copies of an executed and notarized copy of the Sworn Statement Under Section 287.133 (3)(a) and 287.135, Florida Statutes, on Public Entity Crimes and Scrutinized Companies, a copy of which is included in the Compliance Forms section.

A.4.2 **Proposal Forms** Each Proposer shall submit copies of an executed copy of each of the required forms found under Section III, Proposal Submittal Format of the solicitation packet form.

Proposals by partnerships shall be signed with the partnership name followed by the signature and designation of a general partner or other authorized representative. If signed by someone other than a general partner, proof of the authority of the authorized representative shall be submitted therewith in a form satisfactory to OUC, i.e., Corporate Resolutions that grant authority, to bind the corporation.

Proposals by a corporation shall be signed using the official corporate name of the corporation, followed by the signature and designation of the president, secretary, or other person(s) authorized to bind the corporation.

A proposal by a person who affixes to their signature the word "president," "secretary," "agent," or other designation, without disclosing their principal, may be rejected. Satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Proposing corporations shall designate the state in which they are incorporated, the address of their principal office, and the names and addresses of all resident agents authorized to receive service of process on behalf of the corporation.

A.5 **PROPOSAL PREPARATION** This solicitation does not commit OUC to pay any costs incurred in the preparation and submission of the proposal or to pay any other costs incurred prior to award.

A.6 **LOCAL CONDITIONS** Each Proposer shall have thorough knowledge of conditions, factors, and scope of work, which would affect the execution, and completion of the requested work. If required, site visits will be held the day of the Pre-Proposal Conference unless otherwise arranged.

All such factors shall be properly investigated and considered in the preparation of every Proposal submitted. No claims for financial adjustment to any contract awarded will be permitted by OUC, based on the lack of prior information or its effect on the cost of the work.

A.7 **COMPLETENESS OF PROPOSAL**

A.7.1 Proposers shall quote on all items under Price Schedule. Failure to do so may result in the proposal being rejected as not responsive.

A.7.2 When quotations on certain items are optional, Proposers shall insert the words “no proposal” in the space provided for any item for which no quotation is made.

A.7.3 The Proposal must be signed as required in this solicitation.

A.8 **ALTERATIONS OF PROPOSAL** Except as otherwise provided herein, proposals which contain erasures or interlineations not authenticated as provided herein, or any other modifications of the Proposal may be rejected. Erasures, interlineations or other corrections shall be authenticated by affixing in the margin, immediately opposite the correction, the handwritten initials of each person executing the Proposal.

A.9 **EXCEPTIONS** OUC is seeking proposals that meet all technical and commercial requirements as outlined in this solicitation. In the event a Proposer takes exceptions to any solicitation requirement or condition, the exception must be specifically stated on the “Exception” form provided within the solicitation document and only those exceptions written on the form at the time the Proposal is submitted will be considered. Proposer acknowledges that any exceptions taken to the solicitation criteria (including submitting an alternate proposal) may result in OUC determining the Proposal to be nonresponsive.

A.10 **CLARIFICATIONS** If any prospective Proposer has doubt as to the true meaning of any part of the solicitation, they may submit a written request **(verbal requests will not be accepted**) for clarifications through VendorLink using the Solicitation Questions template. All questions concerning this solicitation must reference the Solicitation Package Form document page number, and section heading. The person submitting the request will be responsible for its prompt submittal in accordance with the instructions below.

Any clarification of the solicitation will be via an OUC issued addendum. Verbal responses will not be provided and are not binding on OUC.

Failure of the Proposer to request information or make inquiries will not relieve the Proposer from any responsibility to perform under the terms of any contract awarded for the work in accordance with subsequent clarifications of the Proposal documents.

Once clarified and/or answered, an Addendum will be issued to all Proposers.

A.11 **ACCEPTANCE AND REJECTION OF PROPOSALS** OUC reserves the right to accept the Proposal which, in its judgment, is the most responsive and responsible Proposal and to reject any and all proposals; as well as waive irregularities and formalities in any proposal that is submitted.

Without limiting the generality of the foregoing, OUC may reject any proposals which are incomplete or irregular; any Proposals which omit any one or more items for which the solicitation requires, any Proposals which omit unit prices if unit prices are required, any Proposals from Proposers who have previously failed to satisfactorily complete contractual obligations.

A.12 **SUPPLIER DIVERSITY** OUC has adopted a policy to encourage broad-based participation in all contracts with OUC. Any Proposer submitting a proposal for a contract with OUC shall comply with this policy or may be declared a non-responsive Proposer. A copy of the policy can be found clicking on this link.

A.12.1 Parties seeking to utilize certified M/WBE's are encouraged to contact the Diversity Coordinator at supplierdiversity@ouc.com as a resource.

A.13 **PROPOSAL PRICE SCHEDULE** All pricing shall be firm unless stated otherwise in the solicitation packet form.

A.14 **EVALUATION OF PROPOSALS** OUC will evaluate the Proposals based on the information provided by each of the Proposers. OUC's review may include, but not be limited to the following categories: Qualifications and Experience, Responsiveness to Submittal Requirements, Safety and Quality Programs, Financial Soundness of Firm, and Price.

OUC reserves the right to negotiate with all or some of the Proposer(s) having the most responsive and responsible Proposal(s) in the best interest of the Commission. This negotiated process may occur prior to Commission approval. Each Proposer acknowledges that OUC will evaluate all Proposals and then may initiate clarification discussions or seek additional information from all or some of the Proposer(s) in order to fully understand any unclear elements of their proposals. Following clarification OUC may then initiate negotiations with the Proposer considered to be the most responsive and responsible. If no agreement is reached with the highest ranked Proposer, OUC may reject all Proposals or continue negotiations with each subsequent Proposer in the ranking until an acceptable deal is reached. A final contract award may be contingent upon OUC Commission and legal approval.

Selected personnel from OUC will evaluate all properly prepared and submitted Proposals and may make a recommendation for award based on the ranking of proposals.

OUC reserves the right to consider historic information and facts, whether gained from the Proposer's Proposal, question and answer conferences, references, and/or other sources in the evaluation process.

OUC may conduct such investigations as deemed necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Proposers, Subcontractors, and other persons and organizations to perform and furnish the work in accordance with the Proposal documents to the Commission's satisfaction within the prescribed time.

The Proposer is solely responsible to submit information related to the evaluation categories. OUC is under no obligation to solicit such information if it is not included with the Proposal. Failure of the Proposer to submit such information may cause an adverse impact on the evaluation of the Proposal

A.15 CANCELLATION Prior to the final execution of a Contract or full Notice to Proceed, OUC reserves the right to rescind said award without prior notice to Proposers, and reject all Proposals and reissue or re-award.

A.16 FREIGHT All freight shall be coordinated with OUC's Contractor for shipping unless it is determined by OUC that the Supplier can obtain freight/shipping rates or methods that are more advantageous to OUC. The alternate shipping proposal shall be based upon delivery to OUC Free On Board (FOB) carrier at the designated OUC facility or location, and must include the carrier name, insurance coverages, and firm price freight cost estimate. Any alternate proposal must be included in the bid response to this solicitation. OUC may in its sole discretion accept or reject the proposed alternate shipping arrangement. OUC's freight/shipping supplier is Nexterus and their contact number is 1-888-867-5952, Monday through Friday, between the hours of 8:00 a.m. to 7:00 p.m.

(EST). Email address for the customer service group is dcs@nexterus.com. After hours/emergencies number is (866) 782-8902.

A.17 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

If you would like to allow other government agencies to use this Proposal, the resulting contract must be provided on the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities.

Each governmental agency desiring to accept these terms and conditions, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

A.18 BID BOND (IF APPLICABLE) Proposer may be required to submit either a certified check or cashier's check drawn on an acceptable bank or an acceptable bidder's bond executed by the bidder and a surety company authorized to do business in the State of Florida. The value of the bid bond shall be five percent (5%) of the proposal price schedule. When submitting an electronic proposal through VendorLink, please provide a copy with the check and express mail the original check to the delivery location provided on the first page of the Solicitation Packet Form.

The bid bond guarantee shall be made payable without condition to OUC. The amount of the check or bond may be retained by and forfeited to OUC as liquidated damages if the proposal result in a contract award and the bidder fails to honor the accepted terms.

The bid bond of the bidder to whom the contract is awarded will be returned when said proposer executes the contract and files a satisfactory payment and/or performance bond, if required. The bid bond of the second lowest responsible proposer may be retained for a period not to exceed thirty (30) days pending the execution of the contract by the successful bidder. The bid bond of each unsuccessful proposer will be returned upon request after award of contract or when the Proposal is rejected.

A.19 PERFORMANCE AND PAYMENT BOND (IF APPLICABLE) The Proposer awarded the Contract may be required to furnish a Performance Bond and a Payment Bond as per Florida Statutes; Section 255.05 to OUC equal to 100 percent of the contract price. The cost of such bonds shall be stated as a separate line item in the proposal.

The bond shall be signed by a surety company authorized to do business in the State of Florida and acceptable as surety to OUC. The Performance Bond and

Payment Bond shall be dated as the actual date of their execution, and with the bonds shall be filed certified copies of the power of attorney of such attorney-in-fact signing the bond on behalf of the surety, and such certificates shall be certified to show that such power of attorney was in effect to and including the date of the actual execution of the bonds. In any event, any such bonds submitted by a surety or its agent shall be conclusively presumed to have been authorized by and binding upon the surety company irrespective of the date shown on the power of attorney.

If bonds are required, they shall remain in full force and effect until satisfactory completion of any specified performance guarantee tests, or satisfactory completion of all other contractual requirements, whichever shall last occur. Upon recording of the performance and payment bond (if applicable) proposer shall provide OUC three (3) copies.

Proposers are advised that OUC will furnish a copy of the bond provided by the successful proposer to any lienor demanding it under the provisions of Florida Statute 713.23. (2015).

A.20 EXECUTION OF CONTRACT The successful Proposer shall execute the necessary contractual forms, and return the executed forms within ten (10) days of receipt of forms for execution.

A.21 AWARD OUC reserves the right to award a single or multiple contracts for all proposal items, or to award separate contracts for single proposal items or any combination of such items; or to make no contract award.

OUC shall be the sole judge of its own best interests, the proposals, and the resulting contract. An award may be made to the most responsive and responsible firm whose proposal is determined to be the most advantageous to OUC. The Commission's decision shall be final and OUC's rights include the ability to:

1. Reject any or all proposals or parts thereof
2. Issue subsequent solicitations
3. Cancel the entire solicitation
4. Remedy technical errors on the solicitation
5. Negotiate with any, all or none of the Proposers
6. Award a contract to one or more Proposers or none at all
7. Accept other than the lowest price
8. Waive informalities and irregularities in proposals

A.22 TAXES, PERMITS, AND LICENSES The Proposer's attention is directed to the General Terms and Conditions and the Florida Statutes regarding taxes, permits, and licenses. It shall be the Proposer's responsibility to determine the applicable taxes, permits, and licenses. If the Proposer has doubt as to whether or not a tax, permit, or license is applicable, they shall state in their proposal whether this item has been included in their proposal price and the amount of the applicable tax, permit, or license in question.

A.23 ERRORS AND OMISSIONS Proposers or their authorized representatives are expected to be fully informed as to the conditions, requirements and specifications before submitting proposals; failure to do so will be at the Proposer's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of Proposers. In case of error of extension of prices in the proposal, the unit price shall govern.

A.24 PUBLIC RECORDS NOTICE

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED BELOW.

Supplier acknowledges that OUC is subject to Chapter 119, Florida Statutes ("Public Records Law") and that any record (regardless of form or format) created to memorialize OUC business or used to make OUC business decisions is considered a public record, unless exempted or deemed confidential by law or the Florida Constitution ("OUC Business Records"). Any OUC Business record provided to or generated by Supplier coincident with performing Services under this Contract (Agreement) must be kept and maintained in accordance with the Public Records Law. Any such OUC Business Records held by Supplier must also be made available to the public for inspection or copying, within a reasonable time if requested under the Public Records Law. Further, upon request of OUC's records custodian, Supplier shall provide OUC a copy of the requested OUC Business Records or allow such records to be inspected or copied, within a reasonable time, at a cost that does not exceed the rate provided in the Public Records Law.

Supplier shall ensure that OUC Business Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Supplier does not transfer the records to OUC. Upon completion of the [Contract][Agreement], Supplier may transfer, at no cost to OUC, all OUC Business Records in possession of Supplier or keep and maintain OUC Business Records required by OUC to perform the services or work.

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GC 1.0 ENTIRE CONTRACT.

These General Terms and Conditions and the Contract for which they are being provided (including attachments thereto) (the "Contract") constitute the entire Contract between OUC and the Party providing goods, materials or services under the Contract (the "Supplier")

GC 2.0 SCOPE.

Supplier shall provide those services and related materials and equipment set forth in the Specifications of the Bid Package (the "Services") on or before the agreed dates (if applicable) scheduled for the performance of the Services.

GC 3.0 INSPECTION, ACCEPTANCE OR REJECTION OF GOODS AND SERVICES

All goods and services shall be subject to OUC's inspection at any time. OUC may accept or reject any or all goods and services within a reasonable time after receipt by OUC. The making or failure to make any inspection of, or payment for or acceptance of the goods and services shall in no way impair OUC's right to reject or revoke its acceptance of nonconforming goods and services, or to avail itself of any other remedies to which OUC may be entitled, not withstanding OUC's knowledge of the nonconformity, its substantiality or ease of discovery.

GC 4.0 TITLE TO EQUIPMENT.

Title, free of any and all liens and encumbrances, and risk of loss or damage to materials and equipment provided by Supplier as part of the Services shall pass to OUC upon installation at the OUC designated facility at which the Services are to be performed (the "Facility").

GC 5.0 SITE ACCESS CONDITIONS.

OUC shall provide Supplier access to the Facility as necessary to perform the Services. Access shall be subject to Supplier's obligation to comply with the following conditions:

5.1 Supplier shall confine its activities to only those portions of the Facility necessary for performance of the Services.

5.2 Supplier shall take all safety measures reasonably necessary to protect OUC, its permitees and licensees and the property of each, from injury or damage caused by or resulting from the performance of Services. Supplier shall follow any and all safety and security procedures established by OUC for the Facility. In the event of a security emergency, OUC may deny Supplier access to a Facility or request that Supplier leave the Facility.

5.3 Supplier's performance of Services shall not interfere with the use, occupancy or enjoyment of the Facility by OUC.

5.4 No work or activity performed as part of the Services shall cause OUC to be in

violation of any requirement of law nor shall Supplier or any agent, employee or representative violate any federal, state or local laws while performing Services.

GC 6.0 DRUG FREE WORKPLACE.

The Supplier's and subcontractor's personnel who perform the work in connection with this Contract shall conform to the Orlando Utilities Commission (OUC) Alcohol and Controlled Substance Abuse Policy. This policy may be found on the Orlando Utilities Commission's website, www.ouc.com under "Supplier Information".

GC 7.0 PROTECTION OF PROPERTY AND PUBLIC LIABILITY.

The Supplier shall be accountable for any damages resulting from his operations. He shall be fully responsible for the protection of all persons including members of the public, employees of OUC, and employees of other Suppliers or Subcontractors, and all public and private property including structures, sewers, and utilities, above and below ground.

GC 8.0 INSURANCE.

Except as otherwise specified in this Contract, the Supplier and his subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to OUC. It shall be the responsibility of the Supplier to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the Supplier to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

The requirements specified herein as to types, limits, and OUC's approval of insurance coverage to be maintained by the Supplier and his subcontractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Supplier and his subcontractors under this Contract.

Any insurance carried by OUC that may be applicable shall be deemed to be excess insurance and the Supplier's insurance primary for all purposes despite any conflicting provision in the Supplier's policies to the contrary.

8.1 Certificates of Insurance.

At the time of execution of this Contract and each subcontract, but in any event prior to commencing work at the jobsite, and as a condition precedent to the Supplier's and his subcontractors' initiation of performance, the Supplier and his subcontractors shall furnish OUC with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any Supplier issuing an insurance policy for the work under this Contract shall provide not less than 30 days advance notice in writing to OUC prior to cancellation, termination, or material change of any policy of insurance. In addition, the Supplier shall immediately provide written notice to OUC upon receipt of notice of

cancellation of an insurance policy or a decision to terminate or alter an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. Certificates of insurance for Supplier- and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to OUC, at the addresses listed in the Contract.

8.2 Additional Insureds.

All insurance coverages furnished under this Contract except Workers' Compensation, Employers' Liability and Professional liability shall include OUC, and their partners, commissioners, directors, officers, agents, and employees as additional insureds with respect to the activities of the Supplier and his subcontractors.

Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, named insured, or additional insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or additional insured as though a separate policy had been issued to each.

OUC shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies.

8.3 Waiver of Subrogation.

The Supplier and his subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against OUC, their partners, commissioners, directors, officers, agents, and employees and against other Suppliers and subcontractors.

8.4 Workers' Compensation and Employer’s Liability.

This insurance shall protect the Supplier against all claims under applicable state workmen's compensation laws. The Supplier shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement.

Exemption certificates shall be accepted if valid during the term of the Contract, but only for those eligible corporate officers pursuant to Chapter 440, Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption.

The liability limits shall not be less than:

Workers' compensation	Statutory
Employer's liability	$1,000,000 each occurrence

8.5 Comprehensive Automobile Liability.

This insurance shall be written in comprehensive form and shall protect the Supplier and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily injury and property damage	$1,000,000 limit each occurrence

8.6 Commercial General Liability.

This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the Supplier and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of OUC or others arising out of any act or omission of the Supplier or his agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the Supplier under the article entitled INDEMNIFICATION, and "Completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). OUC may allow in its sole discretion, a combination of General Liability coverage and Umbrella coverage to satisfy required liability limits

If the Supplier's work, or work under its direction, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

The liability limits shall not be less than:

Bodily injury and property damage	$2,000,000 limit each occurrence

GC 9.0 WARRANTY .

The Supplier warrants that all the serv ices furnished hereunder s hall be produced and furnished in c ompliance with all applicable federal state and local laws, orders and regulations. OUC shall have the benefit of all warranties implied at law, and all express warranties made by the Supplier. Unless others specified her ein, the Supplier shall obtain all permits necessar y for performance under this Contract. Supplier warrants that the Services performed hereunder will reflect competent professional knowledge and judgment.

GC 10.0 PAYMENT OF INVOICES.

Payment of each Supplier invoic e by OUC shall be m ade within thirty (30) Days after the date of receipt of Supplier's in voice and verification of complianc e of the Services with the terms of the Specificat ions of the Bid Pack age. OUC reserves the right to withhold payment for any non-conforming Services provided by Supplier.

GC 11.0 INDEMNIFICATION.

Supplier shall to the maximum extent permitted by law defend, indemnify, and hold harmless OUC, its c ommissioners, officers, directors, and employees fro m and against all claims, damages, losses, and ex penses, (including but not limited to fees and charges of attorne ys or other professionals a nd court and arbitration or other dispute resolution costs) arising out of or resulti ng from (i) all third party claims for labor and materials furnishe d under the Spec ifications of the Bid Package for whic h OUC may become liable for pay ment under the laws of the state, (ii) the performance of Services by Supp lier or any person or organization directly or indirectly employed by the Supplier to furnish any o f the Servi ces or anyone for whose acts any of them may be liable, (iii) breach of the terms of the Contract by Supplier or any person or organi zation directly or indirectly employed by the Supplier to perform any of the Servic es, (iv) vi olations of applicable law by Supplier or any person or organization di rectly or indirectly employed by the Supplier to perform any of the Services or anyone for whose acts any of them may be liable, (v) injury or disease or death of third parties (including OUC employees and agents and those of Supplier), or damage to property caused by the negligence, strict liability or willful mi sconduct of the Supplie r or any person or organization directly or indirectly empl oyed by the Supplier to perform any of the Services or anyone for whose acts any of them may be liable. Notwithstanding anything in this Section to the contrary, the liab ility of Supplier under this Section for the indemnification of OUC, its co mmissioners, officers, directors and employees shall not exceed the greater of (i) the pri ce paid by OUC under the Contract for the Services or (ii) Two (2) Million Dollars.

GC 12.0 TERMINATION FOR DEFAULT.

If the work to be done under this Contract is abandoned by the Supp lier; or if this Contract is assigned by him wit hout the wr itten consent of t he OUC; or if the Supplier is adjudged bankrupt; or if a general assignment of his as sets is made for

the benefit of his creditors; or if a receiver is appointed for the Supplier or any of his property; or if he fails to properly manage the work; or if he persistently refuses or fails to supply enough properly skilled workmen or proper material; or if he fails to make prompt payment to Subcontractors for material or labor; if the performance of the work under this Contract is being unnecessarily delayed; the Supplier is violating any of the conditions of this Contract; he is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then OUC may serve written notice upon the Supplier of said OUC's intention to terminate this Contract. Unless within 10 business days after the serving of such notice an arrangement satisfactory to OUC is made for continuance of this Contract. OUC may, at its option, terminate this Contract. OUC may further pursue any rights or remedies to which it may be entitled at law or in equity.

If, after termination pursuant to this article, it is determined for any reason that the Supplier was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article GC.13, TERMINATION FOR OUC'S CONVENIENCE.

GC 13.0 TERMINATION FOR OUC'S CONVENIENCE.

OUC shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Contract for its convenience. OUC shall pay Supplier for any Services performed under the Specifications of the Bid Package prior to the termination date.

GC 14.0 LAWS AND REGULATIONS.

The Supplier shall observe and comply with all ordinances, laws, codes and regulations, and shall protect and indemnify OUC and OUC's commissioners, officers and agents against any claim or liability arising from or based on any violation of the same. Supplier shall be responsible for obtaining and maintaining any licenses, permits, and/or other authorizations of any kind required for the performance of the Services.

GC 15.0 TAXES AND PERMITS.

The Supplier shall pay all sales, use, and other taxes that are lawfully assessed against OUC or Supplier in connection with the work included in this Contract and shall obtain and pay for all licenses and inspections required for the work.

GC 16.0 INDEPENDENT CONTRACTOR.

The relation of the Supplier to OUC shall be that of an independent Contractor.

GC 17.0 HAZARDOUS MATERIALS.

Any Hazardous Material associated with this Contract shall be used, kept, stored and disposed of by Supplier in a manner that complies with all federal, state and local laws or regulations applicable to any Hazardous Material.

GC 18.0 REGULATORY COMPLIANCE.

Supplier warrants that it shall comply, when applicable, with all federal, state and local laws and regulations including but not limited to the following:

(a) Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), 42 U.S.C. §9601, et seq. (hereinafter collectively "CERCLA");

(b) Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 ("RCRA") and subsequent Hazardous and Solid Waste Amendments of 1984, also known as the 1984 "RCRA" amendments, 42 U.S.C. §6901 et seq.;

(c) Toxic Substance Control Act, as amended, 15 U.S.C. §2601 et seq.;

(d) Hazardous Material Transportation Act, 49 U.S.C. §1801, et seq.;

Any other federal, state or local law, regulation, ordinance or order pertaining to the environment not included above.

GC 19.0 PROJECTS REQUIRING NOTIFICATION OF ENVIRONMENTAL DEPARTMENT.

If Supplier determines that it will become necessary as part of the Service s to excavate soils or pump groundwater or storm water and such activities were not contemplated under the Specifications of the Bid Package as awarded, Supplier may not proceed with that portion of the Services until notice has been provided to OUC and OUC's approval to proceed has been granted.

GC 20.0 WAIVERS

The failure of either Party to enforce at any time any of the provisions of the Contract or to require at any time performance by the other Party of any of such provisions, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of the Contract, or any parts thereof, or the right of either Party thereafter to enforce each and every provision.

GC 21.0 NO THIRD PARTY BENEFICIARIES.

The provisions of the Contract are only for the benefit of the Parties hereto and not for any other legal entity or person.

GC 22.0 SEVERABILITY.

Should any of the provisions of the Contract, or parts thereof, be held invalid, such provisions, or parts thereof, shall be considered severable and such invalidity shall not affect the remainder of the Contract.

GC 23.0 ASSIGNMENT AND SUBLETTING OF CONTRACT.

The Supplier shall not assign or sublet the work, or any part thereof, without the previous written consent of OUC, nor shall he assign, by power of attorney or otherwise, any of the money payable under this Contract unless by and with the like consent of OUC to be signified in like manner.

GC 24.0 FINAL PAYMENT/WAIVER.

The acceptance by the Supplier of the last payment from OUC under the Contract shall be a release to OUC and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work performed under the Specifications of the Bid Package, or for any act or neglect of OUC or of any person relating to or affecting the work performed under that Contract.

GC 25.0 CLAIMS FOR LABOR.

The Supplier shall indemnify and save harmless OUC from all claims for labor and materials furnished under this Contract. When requested by OUC, the Supplier shall submit satisfactory evidence that all persons, firms, or corporations who have done work or furnished materials under this Contract, for which OUC may become liable under the laws of the state, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the Supplier which in addition to any other sums that may be retained will be sufficient, in the opinion of OUC, to meet all claims of the persons, firms, and corporations as aforesaid. Such sum shall be retained until the liabilities as aforesaid are fully discharged or satisfactorily secured.

Before final acceptance of the work by OUC, the Supplier shall submit to OUC in duplicate a notarized affidavit stating that all Subcontractors, vendors, persons or firms who have furnished labor or materials for the work have been fully paid and that all taxes have been paid. A statement from the Surety shall also be submitted consenting to the making of the final payment (when a Performance Bond is provided).

GC 26.0 BINDING EFFECT.

All of the provisions of the Contract shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and assignees of OUC and Supplier.

GC 27.0 TIME IS OF THE ESSENCE.

Time is hereby declared of the essence in the performance of each and every provision of the Contract.

GC 28.0 RIGHT TO INSPECT/AUDIT DOCUMENTS.

During the term of this Contract and for a period of three years following its termination, OUC shall have the right, at reasonable times and upon reasonable notice, to audit and inspect, any and all of the records having a bearing upon matters dealing with the Contract. Supplier shall grant representatives of OUC full access to these records to the extent necessary to adequately permit evaluation and verification of compliance with the terms and conditions of this Contract specifically including cost and allocations.

GC 29.0 GOVERNING LAWS.

The validity, construction, and performanc e of the Contract, shall be gov erned exclusively by the laws of the State of Florida. Venue sh all be any c ourt of competent jurisdiction located in Orange C ounty, Florida. The Parties agree that in no event shall the Uniform Law on the Formation of Contracts for the Sale of Goods, based upon the United Nations Convention on Contracts for the International Sale of Goods (CISG) be applicable to this Contract.

GC 30.0 FORCE MAJEURE.

30.1 Supplier Force Majeure Delay.

Supplier will not be liable for failure to perform any obligation or delay in performance of Work resulting from any cause bey ond the reasonable control of Supplier, or from any act of God; act of civil or military authority; act of war whether declar ed or undeclared; act (including delay, failure t o act, or priority) of any governmental aut hority (federal, state or local); civil disturbance; insurrection or riot; sabotage; fire; inclement weather conditions; earthquake; or flood. Notwithstanding the above, Supplier shall not be excused from performance of any service under this Article GC. 30 for any cause resulting from the neg ligence of Supplier or failure to properly assess the availability of labor ers, skilled trades or other workers or the timing of its service.

30.2 Extension of Services Schedule.

In the event of a delay or interrupt ion in performance of service excusable under this Article GC. 30, the time of performance of such service b y Supplier will be extended by a period of time the Parties agree is reasonably necessary to overcome the ef fects of the delay. An extension of time shall be the sole and exclusive remedy for any damages due t o delay, including but not limited to loss of profits, loss of use, equipment rental or overhead expenses.

30.3 OUC Termination for Excessive Delay.

If due to the conditions specified abov e Section 30.1 the Supplier's service is delayed for a period of more than ninety (90) Days, OUC may terminate the Contract and shall hav e no further liability to Supplier except for payment for services completed in acco rdance with the Contract up to the termination date.

GC 31.0 DISPUTE PROCESS.

31.1 General.

31.1.1 The procedures specified herei n shall be the sole and exc lusive procedures for the resolut ion of disputes between the Parties arising out of or relating to th is Contract. The Parties will participate in good faith in the procedures specified in this Section.

31.1.2. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The Parties will take such action, if any, required to effectuate such tolling.

31.1.2 In the event of any dispute under this Contract which cannot be readily resolved, it shall be referred to the appropriate executives of the respective Parties to this Contract (hereinafter "Party" or "Parties") for negotiation and resolution as described below.

31.1.3 If the dispute has not been resolved by negotiation or mediation as provided herein within sixty (60) days of the initiation of such mediation procedure, either Party may initiate litigation upon ten (10) days' written notice to the other Party; provided, however, that if one Party has requested the other to participate in a nonbinding procedure, as provided for under this Section, and the other has failed to participate, the requesting Party may initiate litigation before expiration of the above period.

31.2 Disputes.

31.2.1 Disputes, as defined herein and under the Contract, include disagreements, claims, counterclaims, matters in question, and differences of opinion between OUC and Supplier, regarding the Work and modifications or changes to the Work. Disputes may involve interpretation of Contract Documents, acceptability of the Work, costs and/or time for performance.

31.2.2 Disputes may also involve other subjects mutually agreed by OUC and Supplier.

31.3 Payment Disputes.

31.3.1 If a dispute arises between the Supplier and OUC, the dispute shall be submitted to an appropriate panel assembled by the Manager of Purchasing no later than forty-five (45) days after receipt of the disputed payment. OUC shall render a final decision on the disputed payment within sixty (60) days after receipt of the invoice.

31.3.2 If the dispute is decided in favor of OUC, interest shall begin to accrue fifteen (15) days after the decision is announced.

31.3.3 If the dispute is decided in favor of Supplier, interest shall accrue as of the original date the payment became due.

31.3.4 The panel's final decision can be taken as a Contract dispute through the process outlined below.

31.4 Step Negotiations.

31.4.1 Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties at levels one step above the project personnel who have not previously been involved in the dispute shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved by these persons within thirty (30) days of the disputing party's notice, or if the Parties fail to meet within ten (10) days, the dispute shall be referred to senior executives of both Parties who have authority to settle the dispute and who shall likewise meet to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days from the referral of the dispute to senior executives, or if no meeting of senior executives has taken place within fifteen (15) days after such referral, either Party may initiate mediation as provided hereinafter.

31.4.2 All negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

31.5 Mediation.

31.5.1 If the dispute has not been resolved by negotiation as provided herein, the Parties shall endeavor to settle the dispute by mediation. Either Party may initiate a mediation proceeding by a request in writing to the other Party. Thereupon, both Parties will be obligated to engage in mediation. The proceeding will be conducted in accordance with the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business

Dispute or other mutually agreed upon procedures, with the following exceptions:

31.5.1.1 If the Parties have not agreed within thirty (30) days of the request for mediation on the selection of a mediator willing to serve, the CPR, upon the request of either Party, shall appoint a member of the CPR Panel of Neutrals as the mediator; and

31.5.1.2 Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: a) a written settlement is reached, or b) the mediator concludes and informs the Parties in writing that further efforts would not be useful, or c) the Parties agree in writing that an impasse has been reached. Neither Party may withdraw before the conclusion of the proceeding.

31.5.2 The Parties regard the aforesaid obligation to mediate as an essential provision of this Contract and one that is legally binding on them. In case of a violation of such obligation by either Party, the other may bring an action to seek enforcement of such obligation in any court of law having jurisdiction thereof.

31.6 Litigation.

31.6.1 If the dispute has not been resolved by negotiation or mediation as provided herein within sixty (60) days of the initiation of such mediation procedure, either Party may initiate litigation upon ten (10) days written notice to the other Party; provided, however, that if one Party has requested the other to participate in a nonbinding procedure, as provided for under this Section, and the other has failed to participate, the requesting Party may initiate litigation before expiration of the above period.

31.6.1.1 All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section are pending. The Parties will take such action, if any, required to effectuate such tolling.

31.6.1.2 Claims, counterclaim, disputes, and other matters in question between OUC and Supplier that are not resolved will be decided in the Ninth Judicial Circuit, in and for Orange County, Florida, which shall have exclusive jurisdiction and venue over all matters in question between OUC and Supplier.

GC 32.0 OUC'S EQUIPMENT.

Supplier assumes sole liability and responsibility for all injuries, claims, damages, losses or expenses which arise out of or result from the use of any OUC tools, vehicles, or other equipment whether borrowed or leased, to perform any work or service under this Contract. Supplier acknowledges that any OUC equipment made available for use by Supplier, Subcontractor, employee or agent is provided "as is" and utilized by Supplier at its own risk. Supplier agrees to fully indemnify OUC, its commissioners, officers, officials, employees, and agents for personal injury including death and/or property damage which results from or arises from the use of OUC equipment while under Supplier's custody and control and to immediately repair or replace borrowed equipment which is damaged or lost.

GC 33.0 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER.

It is hereby made a part of this Contract that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that OUC shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by OUC. Supplier/Contractor agrees to rent/sell/lease all goods and to provide services to OUC on a first priority basis.

OUC expects to pay contractual prices for all products or services required during an emergency situation. Supplier/Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

GC 34.0 INFRINGEMENT OF PATENTS, COPYRIGHTS AND TRADE SECRETS

Supplier warrants that it holds all right, title and interest to, or has sufficient license rights in, any patents, copyrights, trade secrets or other proprietary right necessary to perform the Services and produce the Work Products and any licensing fees or royalties required to allow OUC to utilize the Services and Work Products are included as part of the Contract Price for each Work Order. Supplier further warrants that OUC's (including its contractors and agents) use of the Services and Work Products shall not infringe upon the patents, copyright, trade secrets or other intellectual property of third parties. Supplier will, at its own expense, defend or at its option settle any suit or proceeding brought against OUC so far as based on an allegation that any Services or Work Products (or any part thereof), or use thereof for its intended purpose, constitutes an infringement of any patent, copyright, trade secret or other proprietary right of a third party. Supplier will pay the damages and costs awarded in any suit or proceeding so defended. In case any suit or proceeding so defended is held to constitute infringement or its use by OUC is enjoined, Supplier will, at its option and its own expense, either: (a) procure for OUC the right to continue using said Services or Work Products; (b) replace them with substantially equivalent non-infringing Services or Work Products; or (c) modify them so they become non-infringing.

GC 35.0 PUBLIC RECORDS NOTICE

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED BELOW.

Supplier acknowledges that OUC is subject to Chapter 119, Florida Statutes ("Public Records Law") and that any record (regardless of form or format) created to memorialize OUC business or used to make OUC business decisions is considered a public record, unless exempted or deemed confidential by law or the Florida Constitution ("OUC Business Records"). Any OUC Business record provided to or generated by Supplier coincident with performing Services under this Contract (Agreement) must be kept and maintained in accordance with the Public Records Law. Any such OUC Business Records held by Supplier must also be made available to the public for inspection or copying, within a reasonable time if requested under the Public Records Law. Further, upon request of OUC's records custodian, Supplier shall provide OUC a copy of the requested OUC Business Records or allow such records to be inspected or copied, within a reasonable time, at a cost that does not exceed the rate provided in the Public Records Law.

Supplier shall ensure that OUC Business Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the

Supplier does not transfer the records to OUC. Upon completion of the [Contract][Agreement], Supplier may transfer, at no cost to OUC, all OUC Business Records in possession of Supplier or keep and maintain OUC Business Records required by OUC to perform the services or work.

If Supplier receives a public records request for any OUC Business Records, Supplier shall notify OUC's Records Custodian in writing by email or US Mail at the following email address and provide OUC a copy of the request:

Custodian of Records
c/o Orlando Utilities Commission
100 West Anderson Street
Orlando, Florida 32801
Email: recordscustodian@ouc.com
Telephone: (407) 434-2160

Supplier shall provide any OUC Business Records responsive to the public records request to OUC along with the above notice. Supplier shall respond to the requestor within one working day from the date of receiving the public records request that all requests for such information should be provided to the OUC Records Custodian at the above address and email. Supplier shall keep all OUC Business Records stored in separate files (both hard copy and electronic) to minimizes the chances of exposing Supplier files to a public records dispute.

Supplier shall routinely demonstrate that any electronic OUC public records can be transferred to OUC in a format that is compatible with OUC and industry standards (e.g. ASCII Text, Adobe PDF, XML, EDIF, CSV, etc.). Encryption of files and data must be accompanied with the appropriate mechanisms to transfer the data successfully (e.g. passwords, cipher, PGP, and SSL keys). Upon request from a member of the public, from OUC, or at the termination of services, Supplier shall provide any or all records in the OUC supported format.

If the Supplier transfers all OUC Business Records to OUC upon completion of the Contract, Supplier shall destroy any duplicate OUC Business Records that are exempt or confidential and exempt from public records disclosure requirements. If the Supplier keeps and maintains OUC Business Records upon completion of the Contract, the Supplier shall meet all applicable requirements for maintaining public records.

SUPPLIER’S PROPOSAL

SECTION III
PROPOSAL SUBMITTAL FORMAT

Please click on Instruction to Proposers to assist you in preparing your proposal.

THE FOLLOWING DOCUMENTS CONSTITUTE YOUR SUBMITTAL:
Bidder shall print and complete all the data forms "checked" below and make them part of their submittal package (by clicking on the links provided below) together with any other required information.

All original forms shall have a wet signature and when required a notary stamp. They should be scanned and uploaded with your submittal. You will have to provide these signed original forms if your firm is recommended for award.	
Technical Response File	
[x]	Signature Page on Page 2 of this document
[x]	Cover Page
[x]	Sworn Statement on Public Entity Crimes and Scrutinized Companies Under Florida Statutes, Section 287.133 (3) (a) and 287.135
[ ]	Bid Bond
[ ]	Payment And Performance Bond
[x]	Dispute Disclosure
[x]	Exceptions
[x]	Addenda
[x]	Supplier Information (pages 6-9)
[x]	Copy of Company's Business License
[x]	Copy of Insurance Certificate
[x]	W-9 Form
[x]	Subcontractors and Potential Cost Savings Alternative
[x]	References
[x]	Response to all requirements (pages 10-14)
Cost File	
[x]	Pricing Sheet (use MS Excel Sheet provided in VendorLink)

Please use the links provided below to access some of OUC's Policies and procedures that the suppliers need to read and be aware of as suppliers make their decision to bid on this formal solicitation opportunity:

- Click on, "Contractor Security Policy"
- Click on, "Bid Protest Procedure"
- Click on, "Contractor Orientation for Stanton Energy Center"
- Click on , "Alcohol and Controlled Substance Abuse Policy"
- Click on , "Alcohol and Controlled Substance Testing Policy"
- Click on, "OUC Travel and Expense Guidelines"

THESE POLICIES AND ANY SUPPLEMENTAL POLICIES PROVIDED AT CONTRACTOR ORIENTATION ARE HEREBY FULLY INCORPORATED INTO THIS CONTRACT BY REFERENCE AND TO THE EXTENT APPLICABLE TO THE SUPPLIER IN THE PERFORMANCE OF THE WORK. SUPPLIER AND ITS SUBCONTRACTORS, SUPPLIERS, AGENTS, AND EMPLOYEES SHALL FULLY COMPLY WITH ALL SUCH POLICIES AS AMENDED FROM TIME TO TIME.

These Policies may be found on the OUC – Procurement Services department website among additional important information.

COVER PAGE for Solicitation #:_____

RFP NUMBER: RFP16 4218 OQ

RFP NAME: Asphault & Concrete

DATE: 9/28/16

SUPPLIER NAME: All terrain Tractor Service

ADDRESS: 949 Shaddick Dr
Orange City FL 32763

CONTACT NAME: John Masiarczyk

TELEPHONE NUMBER: (386) 337-4211

TELEFAX NUMBER: (386) 218-6970

EMAIL ADDRESS: John@allterraintractorservice.com

Note:

On occasion it is necessary for OUC Security to verify whether someone found on property is a present or former employee of a Supplier. You must provide a contact person's name and phone number to the OUC Security Division in case such verification is needed from your business in the future.

Name: Jamie Crow Telephone No. (386-) 804-3244

Name: Marsha Evans Telephone No. (386) 218-6969

EXCEPTIONS for Solicitation #:_____

The undersigned Proposer/Bidder, having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the Proposal.

The undersigned hereby declares that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Proposer's proposal non-responsive.

No exceptions will be allowed after the proposal is submitted.

Please check one:

☒ None

☐ Exceptions: _____

_____

_____

_____

_____

_____

_____

_____

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

SECTION I

INTRODUCTION

The Orlando Utilities Commission (OUC) is an electric and water municipal utility serving Orlando, Florida and portions of surrounding Orange County. OUC also has an Inter-local agreement with the City of St. Cloud, Florida for the management of its electric utility. Currently we serve more than 313,000 customers. To obtain general information about OUC go to www.ouc.com.

SCOPE OF WORK The purpose of this solicitation is to perform the following types of work in accordance with the requirement which may include the following but not be limited to, lime rock base, asphalt concrete surfaces, Portland cement, concrete pavement and driveway, sidewalk, concrete curb restoration, debris removal, and removal of brick base or underlayment in regards to street restoration.

TERM OF CONTRACT From the effective date through a three year term with two (2) additional one year renewal options for OUC.

PRICE AND COSTS Prices as listed on the solicitation proposal pages must remain firm throughout the contract period of three years.

INVOICES Send all invoices to **Accounts Payable, Attention: Manager,** Orlando Utilities Commission, PO Box 3193, Orlando, FL 32802 or e-mail to accountspayable@ouc.com . In order to insure prompt payment, the Purchase Order (PO) number must be referenced on the invoice.

- Upon completion of a project, the Supplier MUST invoice within 30 days.
- Payment will be made only on completed projects.
- The invoicing must include the name and address of the project for each project, along with the PO number.

PAYMENTS OUC shall have the option to make payments by check, procurement card, wire transfer or Automated Clearing House to the bank account(s) identified by the Supplier.

CONTRACT SAMPLE Please click here.

EVALUATION CRITERIA Please refer to the instruction to Proposers document; item A.14.

ADDENDA for Solicitation #:_____

The undersigned Proposer/Bidder acknowledges receipt of the following Addenda, which have been considered in preparing this Proposal.

Addendum No. 1_____ Dated _____

Addendum No. 2_____ Dated _____

Addendum No. 3 _____ Dated _____

Addendum No. 4 _____ Dated _____

SECTION II

Supplier Information

1. Prime Consultant shall provide the following background data on their firm:

Firm Name All Terrain Tractor Service

Name of Parent Company All Terrain Tractor Service

Complete Business Address 949 Shaddick Dr
Orange City Fl 32763

State of Incorporation Florida

Name, Address, Telephone Number of Contact Personnel John Masiarczyk 949 shaddick Dr, orange city Fl 32763 (386) 337-4211

Office Number, Cell/Mobile Number and Email of Contact Personnel (386) 218-6969 (o) (386) 337-4211 (c) mike alvarez mike@allterraintractorservice.com

Size of company small - no cert

Years in Business 10 years

Organization Management Overview

Jamie Crow Steve Green
John Masiarczyk
Marshall Raulerson (s)

Ownership

James T. Crow - Jr
Christine E. Crow -

2. Number of offices / locations 1 Number of employees 50
3. Dun & Bradstreet Number n/A
4. Is the firm licensed to conduct business in the State of Florida?

Yes (X); No ( ) If Yes is checked, provide: Bus. Name: All Terrain Tractor Serv.

Current License Information: Volusia Cty. Rect 2006040500012 exp. 9/30/17
949 Shaddick Dr. Orange City Fl 32763
Owner Christine Crow

State Certification Number: EUC 1225243

Certification Categories: N/A

(Provide a copy of your firm's business licensees with your response)

If not, (Bidder must be registered to do business in the State of Florida by the time Notice of Intent to Award is sent). The link to the site is: http://www.sunbiz.org

5. Are you a Women Owned or Minority Owned business?
   Yes ( ) No (X)
   If yes, explain which one_____

6. Does your company have an affirmative action plan in utilizing small business / minority / disadvantaged entrepreneur and local participation in pre-qualifying vendors and subcontractors? Will you report your efforts on an annual basis? Yes (X) No ( )
7. Is your company currently involved in any unsettled litigation? Yes ( ); No (X)
   If yes, please explain:
8. Has your company ever been issued a warning or violation by a regulatory agency for noncompliance with Federal or State regulations? Yes ( ); No (X)
   Dates: N/A Describe: N/A
9. Does your company have employee incentive programs to reward safety, productivity, quality, performance, and/or longevity? If so, describe. NO
10. Have you ever had a contract terminated? If yes, provide the name of the company, when the event happened, and reasons. NO
11. Has the Company ever been in a lawsuit where the company or one of its employees was accused of a wrong doing? If yes, provide name of plaintiff, when the event occurred and reasons. NO

Approach to perform work

A. Please list the equipment you own, and which you intend to use in the execution of this contract: (Please attach separate pages)

B. Where are the current construction offices located that you would plan to provide these services? 949 Shaddick Dr Orange City FL 32763

C. What are your current crew resources planned to support this service?
   Inhouse concrete and demo crew

D. Please provide an org chart and list the key personnel responsible for executing the services including their resume, current title, how long they have been in this position.

Safety Record

A. Do you have a Safety Training Program for your employees? Yes ( ); No (X)
If yes, please provide an outline or attach a copy of program.

B. Please provide a copy of your safety manual.

C. Does your firm have a Drug Free Workplace Policy? (Yes or No). If yes, provide a brief summary and/or copy of your Policy.

D. Does your Firm performs any or all of the following employee pre-screening requirements:

Drug Screening Tests: Yes (X); No ( )
Workers' Compensation History Review: Yes ( ); No (X)
Driver's License Verification: Yes (X); No ( )
Pre-employment Physical Exam: Yes ( ); No (X)
Criminal History Review: Yes (X); No ( )

E. Workman's Compensation Information:
   a. Provide experience modification rating for the last 3 years. 2015 - 1.10, 2014 1.23, 2013 0.90
   b. OSHA Information:
      - OSHA Incidence Rate for the last 3 years Ø Accidents
      - OSHA Frequency Rate for the last 3 years Ø
        (Number of Lost Time Cases x 200,000/Total Man-hours)
      - OSHA Severity Rate for the last 3 years 0
        (Number of Lost Work Days x 200,000/Total Man-hours)

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CUC1225243

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

MASIARCZYK, JOHN CARLIN JR
ALL TERRAIN TRACTOR SERVICE, INC.
949 SHADICK DR
ORANGE CITY FL 32763

ISSUED: 06/16/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606160001025

2016/ 2017

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

Volusia County
FLORIDA

Account # 200604050012 **Expires: September 30, 2017**
Business Location: 949 SHADICK DR

Business Name: ALL TERRAIN TRACTOR SERVICE INC
Owner Name: CHRISTINE CROW
Mailing Address: P O BOX 390958
DELTONA, FL 32739

BUSINESS TYPE	CODE	COUNT	TAX
Demolition - Excavating	200		$22.00
Fence Installation	471FI	6	$54.00
Hazardous Waste Fee	820		$37.00
Business Service	471	18	$112.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

CITY OF ORANGE CITY
LOCAL BUSINESS TAX RECEIPT

LICENSE # LIC-7-11-6279
License Type: Unclassified Categories
Amt. Paid: $ 115.25
Stipulations:

Date Issued: 07/27/2015
Expires: 09/30/2016

Annual Inspections	**$25.00**
Small Sign Fee	**$30.00**
Unclassified - 0950 - FYa	**$60.25**

All Terrain Tractor Service, Inc.
949 Shadick Dr
Orange City FL 32763-8904

CITY OF ORANGE CITY *205 E. Graves Avenue* *Orange City, FL 32763*

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above
All Terrain Tractor Service, Inc.

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
919 Shadick Drive

Requester's name and address (optional)

City, state, and ZIP code
Orange City, FL 32763

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ - ___ - ____

Employer identification number
86 - 1160001

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 6-13-16

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

For Solicitation #:_____

SUBCONTRACTORS

Below or on an attached sheet, list your proposed Subcontractors for this project. If you are not sure of the Subcontractor's identity at the time of the proposal, state which portion of the project you will be subcontracting. Also by each Subcontractor state if they are a Minority or Women owned business. Second tier reporting of Minority or Women owned business is required to be reported on a quarterly basis.

Sunray Paving - Asphault

Ram Striping - Striping

POTENTIAL COST SAVING ALTERNATIVE

(Use additional paper, if necessary)

NONE

REFERENCES FORM

Reference # 1

Organization Name: City of Orange City Telephone #: 386-775-5454

Contact Name: John Davis Email Address: JDavis@ourorangecity.com

Scope of Work Provided: 17-92 Median Irrigation / Remove and Replace Sidewalk,

Project Dollar Value: $83,000-varies. Present Agreement Status: Continual Agreement Dates: 2014

Key Professionals involved with project above that would be assigned this project: John Masiarczyk

Reference # 2

Organization Name: Volusia County School Board Telephone #: 386-527-6874

Contact Name: Ken Blom Email Address: KBlom@volusia.k-12.fl.us.

Scope of Work Provided: Repave Bus Loop & Parking

Project Dollar Value: $108,000 Present Agreement Status: Agreement Dates: 2016

Key Professionals involved with project above that would be assigned this project: Marshall Rawleerson

Reference # 3

Organization Name: City of Debary Telephone #: 386-668-2040

Contact Name: Tom Vandehey Email Address: TVandehey@Debary.org

Scope of Work Provided: Replace and Remove several areas as needed of sidewalk & curb

Project Dollar Value: $20,000 Present Agreement Status: Continual Agreement Dates: 2013-Present

Key Professionals involved with project above that would be assigned this project: Steve Green / Marshal Rawlerson

Authorized Representative's Signature 9-28-16 Date

James Crow

Corporate Name of Consultant (Typed)

ALL TERRAIN TRACTOR SERVICE, INC.
949 SHADICK DRIVE
ORANGE CITY, FLORIDA 32763

To: All Employees
From: JAMES CROW
Subject: Employee Handbook and Work Policy

It is the policy of the Company to provide a safe and healthy work environment for the protection of our most vital resource, our employees. The safety of employees is of the greatest interest to all levels of management and supervision, ranking in importance above production, quality, costs and service.

The company's basic philosophy is that all personal injuries can be prevented. While the responsibility for safety begins and ends with the President, that responsibility is shared throughout the organization. All employees, at every level, are expected to fully accept responsibility for their own safety and for the safety of those with whom they work. There is no place within this organization for an unsafe employee.

The Company will maintain a vigorous safety and injury prevention program at each project site and will allocate the necessary resources to assure a safe and healthful work environment.

I am depending on you to take pride in customer satisfaction. You can depend on me to provide you with the tools, knowledge and empowerment necessary to keep our customers satisfied.

REMEMBER....
Our competitors want *our* clients.
Our competitors' employees want *your* jobs.

James T. Crow, Jr.
President

ALL TERRAIN TRACTOR SERVICE, INC.

Workplace Safety Program

ALL TERRAIN TRACTOR SERVICE, INC. has implemented a Workplace Safety Program. The objectives of this Program are to provide, to the best of our ability, the following:

1. An accident and injury-free work environment.
2. Protection of the general public.
3. Reduction of costs associated with accident related losses.
4. Greater efficiency through the control of unintentional production interruptions.

The achievement of these objectives is based upon good planning and making sure safety is an integral part of the day to day operation and work procedures. This can only be accomplished if all personnel take an active interest and participate in the Workplace Safety Program and abide by the rules and regulations outlined in the Federal Government's Occupational Safety and Health Act of 1970, Local, State and Municipal Safety and Health Regulations and the All Terrain Tractor Service Inc. Safety Manual.

It is imperative that all managers and supervisors recognize their responsibility to control these losses and that they take all necessary actions to do so.

It is required by All Terrain Tractor Service, Inc. that all employees devote their serious attention toward making this program an integral part of day to day operations. Work conditions need be as hazard free as possible. Anyone detecting an unsafe work condition should correct it immediately, or report it to the proper authority for correction.

Each of us has a responsibility to ourselves, our fellow employees and the company with legal, safety and health standards. Your 100% cooperation is necessary and appreciated.

SAFETY DIRECTOR

Marshell Raulerson has been appointed Safety Director for the company. As the Safety Director, he will be in charge of maintaining and enforcing all safety procedures for each crew. The following are the guidelines that the Safety Director will follow.

Policy – The Safety Director will be responsible for the enforcement of the Accident Prevention Procedures detailed by OSHA and this manual. He will direct the crew's Activities by establishing and maintaining a functional accident prevention program designed to eliminate hazards and protect life.

Objective – The Safety Director will develop and implement an aggressive Accident Prevention Program at each project site through the participation of various individuals with the unique training and experience, as well as specialized training necessary to control diverse aspects of accident prevention.

SAFETY DIRECTOR, cont'd

Procedures

* The Safety Director shall formulate quarterly recommendations to advance the safety procedures for the company. Recommendations will be identified by year and month and will be presented to upper management for implementation and addition to this manual.

Duties and Responsibilities

* Establish accident prevention goals and objectives.
* Review department safety performance records against objectives. Review monthly accident summaries and statistics.
* Provide incentive and motivation necessary to attain accident prevention goals and objectives (i.e. promotion program, accident prevention incentive program).
* Inspect jobsites prior to each meeting to identify and eliminate or control hazards and assure that the correction of unsafe conditions is being accomplished.
* Discuss serious accidents or potentially hazardous incidents and suggest corrective action.
* Promote accident prevention awareness in all employees.

SAFETY AND HEALTH TRAINING

The purpose of safety and health training is to teach employees how to work safely, reduce injuries and keep our workers' compensation insurance costs down. The Division of Safety requires employers to implement safety and health training that includes:

1. KEEP CALM – If you remain calm, you have a better ability to aid the injured person, report the situation to supervisors, evaluate the situation and contact the necessary emergency medical personnel.

2. FIRST AID – Administer emergency first aid as required. First Aid Kits and emergency contact phone numbers are available on each jobsite in the job trailer. request assistance immediately from your field supervisor and/or 911.

3. REPORT – Report any incident, no matter how insignificant it may seem, to your immediate supervisor. Each accident must be investigated to determine its cause and prevent future occurrences. All accidents/injuries/illnesses must be recorded on OSHA 200 log and Division of Workers Compensation Notice of Injury (DWC-1).

5. MANAGED HEALTH CARE – Any work related injuries or illnesses must be treated according to our Workers Compensation Carrier's policy directives. Work related injuries or illnesses, after any initial, necessary emergency treatment must be handled under the direction of the Workers' Compensation personnel affiliated with Strategic Outsourcing, our payroll company.

COMPANY SAFETY AND GENERAL POLICIES

Work in and around construction sites is inherently dangerous and makes it necessary that every employee be safety conscious at all times. The safety rules outlined in this policy do not necessarily cover every type of unsafe conduct that will result in disciplinary action. The term Company refers to All Terrain Tractor Service, Inc.. in all cases. If any person engages in unsatisfactory conduct, including improper safety clothing, unsafe conduct or any actions deemed detrimental to the general welfare of the Company or its employees, whether or not it is covered in the following safety rules, the Company reserves the right to take appropriate disciplinary measures. Every one of the rules outlined below must be taken seriously. Bear in mind that the rules set forth in this document are dictated by OSHA, Workman's Compensation Insurance requirements as well as the General Contractor on every construction site. If you choose not to abide by these rules, you may not only be receiving disciplinary action by All Terrain Tractor Service, Inc., but also OSHA, the governmental agency for which the Company is conducting its work, our Workman's Compensation Carrier and the Safety Board of the General Contractor.

A. UNIFORMS - an Option

Eleven (11) sets of uniforms, consisting of pants and shirt, and one hat, can be furnished by the Company to each full time employee, after his initial probationary period. They will remain the property of the Company but the care of and accountability for the loss or deliberate destruction as well as the cleanliness of any uniform shall be the sole responsibility of the assigned employee. The employee shall be responsible for the return of at least five (5) sets of soiled uniforms to the All Terrain Tractor Service, Inc. shop area by Friday of every week so that the soiled set can be laundered. The employee will then utilize the second set of clean uniforms for the next week. It is the employee's responsibility to pick up his clean uniforms each week from the Company shop area. Company uniforms, or in some approved cases, Company-provided T – Shirts, are to be worn at ALL times while performing work for the Company. Anyone coming to work not wearing a complete uniform will be prevented from working that day and will receive NO PAY for each day that the proper uniform is not worn. The cost of laundering the uniforms will be shared between the employee and the Company. A payroll deduction of $12.50 will be deducted each week per employee for laundering, regardless of whether or not the employee gets his uniforms to the shop on time to be laundered.

B. FOOT WEAR

Every employee of the Company who works in a designated construction area is required to wear safety foot attire. There will be NO EXCEPTIONS. Any employee not wearing proper safety shoes will be prevented from working that day and will receive NO PAY for each day that the proper shoes are not worn. Open-toed sandals, tennis shoes or any shoes not appropriate for construction work are prohibited on the construction sites. All Terrain Tractor Service will reimburse any employee once a year up to $50.00 toward a new pair of work boots with proof of purchase by original receipt.

C. SAFETY GLASSES

The Company will issue to each employee a personal set of safety glasses that are his sole responsibility and are to be worn at all times when working conditions may cause eye injuries.

D. NEW EMPLOYEES

New employees will have a ninety day (90 day) probationary period during which time their performance will be evaluated. Employee's paychecks will be issued on the Friday following the week of actual work. Per diems, as applicable, will be included in the paychecks. Reimbursable cash expenses that have been incurred by employees are paid on the last day of each month..

E. DRUG FREE WORKPLACE

The Company maintains a drug free workplace. All new employees will be given a series of tests for the presence of specific drugs prior to their initial employment with the Company. Thereafter, ALL employees can and will be tested on a random basis to maintain the Company's status as a drug free workplace. Any injury or accident occurring in the workplace will result in a mandatory drug test of any employee involved in said accident or injury. The test will be performed as expediently as possible following the accident and appropriate medical treatment.

F. COMPANY DRIVERS

All drivers of company vehicles will have their driving record checked prior to being allowed to take the wheel of a Company vehicle. The approval of an employee to drive a Company vehicle is solely in the hands of the Company's Insurance Agent, who conducts the driver's license check. After the initial check of an employee's driving record, his/her driving record is then checked again every six (6) months for as long as the employee drives a Company vehicle. No employee is allowed to drive a Company owned vehicle unless and until they have been approved to do so by the Company's Insurance Agent, Page Insurance.

G. JEWELRY

The wearing of bracelets, long earrings, necklaces or any type of loose hanging jewelry is NOT PERMITTED on any construction site.

H. TOOLS

Each Company truck shall have an exact inventory of tools assigned to that particular vehicle. Moving tools from one vehicle to another, unless authorized by Jamie Crow, will NOT be permitted. EVERY employee assigned to a crew working with the tools on a

particular truck will be responsible for the care and proper storage at the end of the work day. Any employee found not to be properly caring for tools under his/her control, not properly storing tools on the truck. Damaging them by carelessness or improper use or losing them will be held accountable for the replacement cost of the tool. One employee will be assigned to verify that every tool is accounted for from an inventory list, properly cleaned and in its proper place on the truck at the end of every work day. Report all tools that are not working properly. No tools, new, replacement or otherwise shall be purchased without specific consent of the purchasing manager or president.

I. WATER SAFETY

All employees performing work on an types of bodies of water must wear life jackets have all safety equipment including and not limited to Lines(ropes) fire extinguisher etc. All Lights and required equipment to perform job safely.

J. GENERAL

1. Be ALERT on the job. THINK! Then act safely.

2. The wearing of "walkman" type radios or IPODs is prohibited anywhere on the construction site and no driver may wear them in a Company vehicle.

3. Smoking will not be allowed in areas that constitute the threat of fire or ignitable substances. Smoking is not permitted within any of the Company's offices.

4. Safety devices and personal protective equipment required by regulations or a General Contractor's rules must be worn at all times while performing the job.

5. Only employees that have been instructed in the operation of or are otherwise qualified in the operation of a piece of equipment may operate it.

6. When leaving a powered piece of equipment unattended, the operator will fully lower any extended portions of the equipment to the ground in a safe position, neutralize the controls, set the brake and shut off the power.

7. No person except the operator shall ride on a powered piece of machinery.

8. Talking to the operator of machinery in operation is prohibited. The operator must stop the machine in a safe manner before conversing with another employee. Hand signals should be used to communicate with the operator while the machinery is in operation.

9. Keep all tools clean, organized and in safe working order. Report all damaged, inoperative or unsafe equipment immediately to the crew leader.

10. There is to be no horse play, fighting or bickering at any time on the job site or in any company vehicle.

11. Use the correct method for lifting objects. Let your legs do the lifting, not your back.

12. Employees must report to work on time. It is the employee's responsibility to find out what time they are to report to work each day. Thirty (30) minutes will be deducted from your pay for every five (5) minutes you are late. For example, if you are to report to work at 6:00 AM, and you arrive at 6:05 AM, you lose thirty (30) minutes of your pay for that day. If you arrive at 6:10 AM, you lose one (1) hour of your pay for that day. The crew will not wait any longer than fifteen (15) minutes for tardy personnel. Therefore, if you arrive fifteen (15) or more minutes late, and you have failed to give eight (8) hours advance notice, a warning will be issued. After two warnings, the employee will be terminated.

    When giving advance notice that an employee is going to be absent from work, the notice MUST be given to the Supervisor of said employee's crew or to the Project Manager in the office at least eight (8) hours in advance. Notification given to anyone else will not qualify as proper notification. If proper notice is not given at least eight (8) hours in advance, a written and verbal warning will be issued. After two warnings, the employee will be terminated.

13. Immediately report ALL injuries to your supervisor, no matter how minor they may be. Obtain prompt first aid and/or medical treatment.

14. Any work-related problems are to be reported immediately in a concise and professional manner to the current Superintendent or to James T. Crow, Jr., President.

15. All Terrain Tractor Service, Inc., Inc. will supply water to drink each day. Employees who wish to have additional drinks shall supply their own beverages before the day's work begins.

16. All Terrain Tractor Service, Inc. will supply motel accommodations when necessary, assigning specific roommates. No deviations in roommate assignments will be tolerated.

17. No employee of All Terrain Tractor Service, Inc. is to carry, transport or hold another employee's cash or paycheck for pickup or transfer to another Company employee or non-employee.

18. Do not open switch boxes or electrical control cabinets, make electrical repairs or replace fuses unless specifically authorized to do so by your supervisor. Do not use

electrical tools or appliances without proper grounding.

19. Before driving company vehicles, ALWAYS walk around the vehicle to make sure no tools are in the path of the vehicle. ALWAYS check trailer connections, tires and lights before operating Company vehicles. ALWAYS check to make sure your load is secure before traveling , as well as at gas and rest stops during travel.

20. All state and local traffic laws, regulations and speed limits shall be observed by all personnel driving Company vehicles or other equipment being used to travel on public highways, roads, streets and off road.

21. Every employee driving a Company vehicle must operate it in a safe and responsible manner. Willful vehicle abuse shall result in disciplinary action.

22. All convictions for moving violations must be reported to the President immediately, including any off-the-job violations. The employee's driving record shall be reviewed regularly to insure compliance with this rule.

All Terrain Tractor Service, Inc. will not pay for any fines or tickets resulting from employee speeding, overloading a vehicle or any misuse of company vehicles or equipment.

Addendum 1

ALL TERRAIN TRACTOR SERVICE INC.

Workplace Safety Program

All Terrain Tractor Service Inc. will provide the following safety equipment to each full time employee. It is All Terrain Tractor Service Inc. company policy that this safety equipment be worn at all times on all JOBS. It is the responsibility of the individual employee to make sure he/she has their equipment with them at all times and it is to be worn at all times.

In the event that an employee does not have their proper safety equipment they will be charged a fee of $75.00 and a verbal warning will be issued. After 2 violations the employee will be terminated.

Safety equipment: 1 Pair of Safety Glasses

1 Hard Hat

1 Safety Vest

1 Ear Protection (EarPlugs)

I, , acknowledge that I have received the above safety equipment and understand it is my responsibility to have and wear it at all times.

I also acknowledge the consequences that were set forth for not having the proper equipment and take full responsibility.

I, Marshell Raulerson , Superintendent for All Terrain Tractor Service Inc. takes full responsibility in making sure that all employees are in compliance with having all required safety equipment required for each job.

_____ _____

Date

_____ _____

Superintendent Date

_____ _____

James T Crow Jr. President Date

All Terrain Tractor Service Inc.

James T Crow- Owner - owner - 10yrs

- Conduct Safety Meetings on a weekly basis with all employees in the field.
- Assist in estimating and writing up bids when necessary.
- Overseeing all current projects to ensure they are done correctly and in a timely manner.
- Make sure all employees in the field execute proper safety measures.
- Conduct additional training with employees when applicable.
- Always exceeding customer's expectations when the job is complete.
- Continually striving to deliver excellent customer service
- Running heavy equipment when necessary (Grader, Excavator, Skidsteer, etc.)
- Order any materials needed for jobs.
- Address all change orders needed to complete jobs when required.

John Masiarczyk
(386) 337- 4211

Project Manager with 30 years experience in the construction industry. Experience in management, heavy equipment operating, and underground construction. Strong minded and driven to continually produce outstanding results efficiently.

Qualifications

- Heavy equipment operator- Excavator, Dozer, Back Hoe, Bobcat, Front End Loader, Grader
- Remove and replace concrete and asphalt (sidewalks, driveways, inlets, etc.)
- Repair roadways
- Excellent safety skills and quality control maintenance
- Installation of water main pipes, storm drain, and sanitary sewer

Experience

All Terrain Tractor Service
Project Mauager: 2008-Current

- Overseeing all crews and enforcing safety and compliance regulations.
- Operating grader, excavator, and skidsteer, back hoe, front end loader
- Removal and replacement of concrete and asphalt.
- Repairing roadways.
- Repairing sewer pipes
- Scheduling and planning for new and upcoming jobs

White Site Development
Superintendent: 1997-2008

- Supervising laborers to ensure all jobs are done correctly and efficiently.
- Repair sanitary sewer main and storm sewer lines
- Installation of conventional pipe
- Install meters
- Installation of wet and dry taps
- Grouting of pipe lines

Certifications

- Back Flow Testing Certification
- Underground Utilities License

Marshall Raulerson
(407) 283-0286

Superintendent with 30+ years experience in construction, management, underground mining, and heavy equipment operating. Exceptionally organized and driven to get jobs completed in a timely manner.

Qualifications

- Heavy equipment operator- Excavator, Dozer, Back Hoe, Bobcat, Front End Loader, Grader
- Remove and replace concrete and asphalt (sidewalks, driveways, inlets, etc.)
- Repair roadways
- Excellent safety skills and quality control maintenance
- Installation of water main pipes, storm drain, and sanitary sewer

Experience

All Terrain Tractor Service
Superintendent: 2011-Current

- Overseeing jobs and enforcing safety and compliance regulations.
- Operating grader, excavator, and skidsteer.
- Removal and replacement of concrete and asphalt.
- Repairing roadways.

White Site Development
Superintendent: 2008-2011

- Supervision of laborers to make sure time management and efficiency is produced.
- Installing water main pipe
- Operating grader, excavator, and skidsteer

Certifications

- Advanced MOT certified

STEVE G. GREEN

471 West Gardenia Drive
Orange City, FL 32763

Cell# (386) 547-2258 Teamgreensracin@yahoo.com

- 31 years of experience in all aspects of Water and Sewer Pipe line Construction
- Specializing in Gravity Sewer & Storm, lift stations, utility conflicts, underground fire lines, backflows, wet taps and groundwater conditions
- Heavy Equipment Operator: front end loader, back hoe, dozer, roller, and bobcat

22 Years of Experience as a Pipe Foreman:

Scheduling/Planning	Organization	Quality Control
Time Management	Results oriented	Ground water conditions
Safety & Compliance	Conflict resolution	Heavy equipment operator

Employment History:

Treadstone Construction 5/14/2015-
Debary, FL

Position: Pipe Foreman

Installation of sanitary sewer, storm drain, water main, and force main, can work alone, or as a team, read/comprehend written instructions, directions, site plans, schedules, reports, daily's, time sheets, shoot grade, set up laser, responsible for accuracy and schedule, maintain job equipment, report maintenance repair, workers compensation incidents, effectively communicate with staff, supervision, inspectors, general contractors, citizens, conduct safety meetings, consistent compliance with all OSHA and company policies and procedures.

Brockman Site Development
10/2011-05/12/2015

Oviedo, FL

Position: Pipe Foreman

Installation of sanitary sewer, storm drain, water main, and force main, operation of back hoe, front end loader, bobcat, roller, bull dozer, can work alone, or as a team, read/comprehend written instructions, directions, site plans, schedules, reports, daily's, time sheets, shoot grade, set up laser, responsible for accuracy and schedule, maintain job equipment, report maintenance repair, workers compensation incidents, effectively communicate with staff, supervision, inspectors, general contractors, citizens, conduct safety meetings, consistent compliance with all OSHA and company policies and procedures.

Eden Site Development
7/2005-2/2010

Longwood, FL

Position: Pipe Foreman

Supervision of 1-2 pipe crews, installation of sanitary sewer storm, large scale ex-filtration systems, water main, force main, under drain systems, fire lines, operation of back hoe, front end loader, dozer, roller, bobcat, read/comprehend site plans, schedules, reports, daily's, time sheets, shoot grade, set up laser, responsible for accuracy and schedule, maintain job equipment, report maintenance repair, workers compensation incidents, effectively communicate with staff, supervision, inspectors, general contractors, citizens, conduct safety meetings, consistent compliance with all OSHA and company policies and procedures:
Key Projects include the Altamonte Water Treatment- Plant, and Florida Hospital Parking Garage, Orlando

Wal-Rose Construction
2/2005-7/2005

Sanford, FL

Position: Pipe Foreman

Installation of sanitary sewer storm, water main, under drain, operation of back hoe, front end loader, dozer, roller, bobcat, read/comprehend site plans, schedules, reports, daily's, time sheets, shoot grade, set up laser, responsible for accuracy and schedule, maintain job equipment, report maintenance repair, workers compensation incidents, effectively communicate with staff, supervision, inspectors, general contractors, citizens, conduct safety meetings, consistent compliance with all OSHA and company policies and procedures.

Dewitt Excavating
Winter Garden, FL

3/1993-2/2005

Position: Pipe Foreman

Lead pipe crew for company, installation of lift stations, main line sewer, main line storm drain, operation of back hoe, front end loader, dozer, roller, bobcat, read/comprehend site plans, schedules, reports, daily's, time sheets, shoot grade, set up laser, responsible for accuracy, schedule, maintain job equipment, report maintenance repair, workers compensation incidents, effectively communicate with staff, supervision, inspectors, general contractors, citizens, conduct safety meetings, consistent compliance with all OSHA and company policies and procedures. Key Projects: Stoney brook East & West, Buena Vista, and West Grove

Personal References supplied upon request

ALL TERRAIN Equipment Flo

Item #	Year	Description	Serial #
1	2000	KUBOTA TRACTOR	10465
2	2000	SCAG WALK BEHIND MOWER	SW36A-16KAL
3	2002	WACKER TRAFFIC ROLLER	5491391
4	2006	JOHN DEERE	DW544GB551
5	2006	BRUSH MONSTER MOTOR	1904
6	2010	HUSTLER ZERO TURN MOWER	8121080
7	2010	KUBOTA	84053
8	2010	WACKER COMPACTOR PLAT	N10057456
9	2010	CAT 140M MOTOR GRADER	B9D02529
10	2011	GRAVELY ZERO TURN MOWER	414
11	2011	VERMEER TRENCHER	1VRS072P5X1001077
12	2012	VOLVO EXCAVATOR ECR88	VC30EC88T00015903
13	2012	CATERPILLAR MULTI TERRAIN	B7H01542
14	2012	HAMM ROLLER 3205	H1580347
15	2012	BRUSH MONSTER MOTOR	602471-8369
16	2013	SANY HYDRAULIC EXCAVATOR	13SY023B85768
17	2013	CATERPILLAR HYDRAULIC	XFA02561
18	2014	VOLVO WHEEL LOADER	VCE0L60GL0S611134
19	2014	BOBCAT HYDRAULIC W/NAIL	A00X07595
20	2014	CATERPILLAR MULTI TERRAIN	TSL02621
21	2014	WEBER JUMPING JACK	4105955
22	2014	WEBER JUMPING JACK	4105961
23	2014	STIHL CUTOFF SAW TS420	178597384
24	2014	STIHL CUTOFF SAW TS420	178597349
25	2014	STIHL CUTOFF SAW TS420	178597376
26	2014	SOKKIA GRADE LEVEL	270833
27	2014	SOKKIA GRADE LEVEL	251886
28	2014	BOBCAT 66'FORK GRAPPLE	AF0U02726
29	2014	CATERPILLAR MULTI TERRAIN	TLS02154
30	2015	CATERPILLAR MULTI	EZW01305
31	2015	CATERPILLAR MULTI	EZW00683
32	2015	VOLVO L70H WHEEL LOADER	VCE0L70HT0S622249
33	2015	SPECTRA CLASS 3R LASER	1EC/EN60825
34	2015	CATERPILLAR 287D MULTI	SS300102
35	2016	DAVID WHITE LINE TRANSIT	503446
36	2016	TOPCON LASER	RR0987
37	2016	WACKER PLATE TAMP	10545746
38	2016	BO PLATE COMPACTOR	861834122662
39	2010	Motor Grader	B9D02529
			TOTAL

UNSCHEDULED TOOLS & EQUIP
UNSCHEDULED TOOLS & EQUIP
RENTED EQUIPMENT

ALL TERRAIN TRACTOR SERVICE, INC.

SERVICES PERFORMED

- Tree Trimming
- Irrigation
- Drainage Installation and Repair
- Grounds Maintenance
- Light and Heavy Mowing
- Concrete Repairs – includes grinding, curbs, driveways, sidewalks, installation
- Asphalt Repairs – includes sealcoat, crack seal, paving
- Striping
- Complete Site Development
- Construction Services
- Water Proofing
- Pond Cleaning & Restoration
- Lift Station Repairs

REFERENCES

City of Debary
Alan Williamson
386-668-2040

City of Orange City
John Davis
386-775-5450

Smart Ride
John Bumpass
386-576-7244

Dewberry Bowyer-Singleton
Barry Roy
407-947-4560

JOHN MASIARCZYK
(386) 337-4211 cell

949 SHADICK DRIVE
ORANGE CITY, FL 32763

(386) 218-6969 o
(386) 218-6970 f

4218 OQ Concrete and Aspault Services

LINE ITEM	DESCRIPTION	3 YEAR ESTIMATED QUANTITY	UNIT OF MEASURE	COST PER UNIT
Asphalt pavement per 1.5" layer				
1	10 sq. yds. or less	215	sq. yd.	$29.43
2	10.1 to 30 sq. yds.	210	sq. yd.	$25.89
3	Over 30 sq. yards	750	sq. yd.	$20.01
Ashpalt pavement per each add'l. 1/2" layer thickness				
4	10 sq. yds. or less	150	sq. yd.	$8.24
5	10.1 to 30 sq. yds.	200	sq. yd.	$7.65
6	Over 30 sq. yards	2500	sq. yd.	$4.71
Asphalt pavement 1" thickness (overlay)				
7	10 sq. yds. or less	15	sq. yd.	$20.63
8	10.1 to 30 sq. yds.	15	sq. yd.	$20.00
9	Over 30 sq. yards	15	sq. yd.	$19.63
FC-4 Asphalt Friction Course 1" thickness (overlay)				
10	10 sq. yds. or less	15	sq. yd.	$32.96
11	10.1 to 30 sq. yds.	15	sq. yd.	$32.96
12	Over 30 sq. yards	15	sq. yd.	$32.96
FC-2 Asphalt Friction Course 5/8" thickness (overlay)				
13	10 sq. yds. or less	15	sq. yd.	$32.96
14	10.1 to 30 sq. yds.	15	sq. yd.	$32.96
15	Over 30 sq. yards	15	sq. yd.	$32.96
4" Concrete (Sidewalk or Driveway)				
16	10 sq. yds. or less	15	sq. yd.	$61.79
17	10.1 to 20 sq. yds.	30	sq. yd.	$58.03
18	Over 20 sq. yards	30	sq. yd.	$43.43
6" Concrete (Sidewalk or Driveway)				

19	10 sq. yds. or less	15	sq. yd.	$79.92
20	10.1 to 20 sq. yds.	15	sq. yd.	$76.98
21	Over 20 sq. yards	60	sq. yd.	$75.92
8" Concrete (Sidewalk or Driveway)				
22	10 sq. yds. or less	15	sq. yd.	$109.81
23	10.1 to 20 sq. yds.	15	sq. yd.	$96.63
24	Over 20 sq. yards	15	sq. yd.	$92.93
6" x 16" Straight or Radius Upright Curb				
25	20 lin. ft. or less	25	lin. ft.	$30.01
26	Over 20 lin. ft.	15	lin. ft.	$25.31
2 ft. Curb & Gutter Section or Radius				
27	20 lin. ft. or less	30	lin. ft.	$35.90
28	Over 20 lin. ft.	15	lin. ft.	$28.84
Density Tests: Certified Testing Lab (when required by agency inspector)				
29	Soil Proctor Test	15	each	$188.32
30	Soil Density Test	15	each	$64.74
8" Concrete Roadway replacement (broom finished)				
31	10 sq. yds. or less	15	sq. yd.	$110.74
32	Over 10 sq. yds.	15	sq. yd.	$108.28
8" Concrete Road Base (unfinished)				
33	10 sq. yds. or less	15	sq. yd.	$25.89
34	Over 10 sq. yds.	200	sq. yd.	$21.19
Surface Prep. For Limerock				
35	10 sq. yds. or less	15	sq. yd.	$12.36
36	Over 10 sq. yds.	15	sq. yd.	$10.00
8" Limerock Road Base				
37	10 sq. yds. or less	15	sq. yd.	$20.01
38	Over 10 sq. yds.	15	sq. yd.	$18.83
Limerock Road Base per each add'l. 2" layer thickness				
39		15	sq. yd.	$4.12
Remove Asphalt and Dump				

41	10 sq. yds. or less	90	sq. yd.	$9.42
42	10.1 to 20 sq. yds.	80	sq. yd.	$8.83
43	20.1 to 40 sq. yds.	110	sq. yd.	$8.24
44	Over 40 sq. yds.	775	sq. yd.	$7.65
Milling of Asphalt and Dump				
44a	10 sq. yds. or less	90	sq. yd.	$138.00
44b	10.1 to 20 sq. yds.	80	sq. yd.	$115.00
44c	20.1 to 40 sq. yds.	110	sq. yd.	$92.00
44d	Over 40 sq. yds.	775	sq. yd.	$86.30
Remoce Concrete and Dump				
45	10 sq. yds. or less	15	sq. yd.	$10.59
45	10.1 to 30 sq. yds.	25	sq. yd.	$10.00
47	Over 30 sq. yards	40	sq. yd.	$8.24
Remove Limerock and Dump				
48	10 sq. yds. or less	15	sq. yd.	$7.06
49	10.1 to 20 sq. yds.	15	sq. yd.	$6.77
50	20.1 to 40 sq. yds.	15	sq. yd.	$6.47
51	Over 40 sq. yds.	195	sq. yd.	$6.15
Stripes & Lines - whie & yellow (to DOT Standards				
52	4" Solid	10	lin. ft.	$1.65
53	6" Solid	10	lin. ft.	$2.12
54	8" Solid	10	lin. ft.	$2.58
55	12" Solid	10	lin. ft.	$2.82
56	18" solid	10	lin. ft.	$3.30
57	24" Solid	10	lin. ft.	$3.53
58	6" Skip	20	lin. ft.	$1.77
59	Directional Arrow	5	each	$47.08
60	Message	5	each	$94.16
61	Reflective Marker	5	each	$17.66
Priority Work				
62	Jobs < $2,500			$1,250
63	Jobs to include and > $2,500		lump sum	$3,600

64	6"-8"	20	lin. ft.	
65	10"-12"	-	lin. ft.	
66	16"-24"	-	lin. ft.	
67	Above 24"	-	lin. ft.	

Sod Restoration

68	Sod - St Augustine	1000	sq. yd.	$6.05
69	Sod - Bahia	1000	sq. yd.	$5.19

Payment Discount Options

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2016

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 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	CONTACT NAME: Kelly Whitaker
Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129	PHONE (A/C, No, Ext): (386) 767-3161 FAX (A/C, No): (386) 760-1770 E-MAIL ADDRESS: kelly@catonhosey.com
INSURED All Terrain Tractor Service, Inc. 949 Shadick Dr Orange City FL 32763-8904	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Southern Owners — 10190 INSURER B : Auto-Owners Ins Co — 18988 INSURER C : Bridgefield Employers — 10701 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL16112116282 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X XCU Inculded X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		72553323	11/30/2016	11/30/2017	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			5055253900 HIRED AUTO PHYS.DAMAGE DED Comp $100/Coll $250	11/30/2016	11/30/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			5055332300	11/30/2016	11/30/2017	PIP EACH OCCURRENCE AGGREGATE	$ 10,000 $ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		830-54947	11/30/2016	11/30/2017	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
A	Rented & Leased Equipment			72553323	11/30/2016	11/30/2017		$400,000

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

Certificate Holder is included as an Additional Insured for Liability Only with respects to operations of the Named Insured.

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John Hosey/ATHOMP

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Legislation Details (With Text)

File #:	17-247	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	5/25/2017			**In control:**	City Council
On agenda:	6/13/2017			**Final action:**	
Title:	Approve a Code Enforcement Lien Reduction request in the amount of $750.00 for the property located at 903 Kensington Drive (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Application.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 25, 2017
Agenda Date: June 13, 2017
Prepared By: Rachel Unruh, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve a Code Enforcement Lien Reduction request in the amount of $750.00 for the property located at 903 Kensington Drive..

BACKGROUND:

CASE# 08-290:

The Code Enforcement Board held a public hearing on April 18, 2008, at which time the Board found the owner, Benjamin Williams, in violation of the following:

No Entry Accumulation of Trash & Debris
Section 6-1001 (d) Weeds & Overgrowth
Section 6-1001(g) Accessory Structure (fence)
Section 6-900(b)(7) Windows
Section 6-900(b)(4)a-c Exterior Maintenance

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at $100.00 per day from May 02, 2008 until compliance was achieved and documented on April 18, 2017. The lien is $327,320.00 and the current owner, Charles V. Hough Sr., is requesting that the lien be reduced to the amount of zero.

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

- Once the current owner took back the property, he corrected the violations immediately.
- When did the current owner obtain the property? January 22, 2010
- How many (if any) previous code enforcement cases were on the property? One
- How many (if any) previous or current code enforcement cases on other property owned by the same owner? Zero
- The number of violations related to the subject lien? Four
- The current market value of the subject property? The current market value is $42,010.00 according the Brevard County Property Appraiser.

After Mr. Hough acquired the property, he began correcting the violations. He was unaware of the outstanding liens on the property which were incurred by the previous owner.

Based on the above factors, staff recommended to the Code Board to reduce to $750.00. The Code Enforcement Board, at its regular meeting on May 18, 2017, recommended that the lien be reduced to $750.00.

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time

STRATEGIC PLAN CONNECTION:

Image/Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on May 18, 2017, recommended that the lien be reduced to $750.00.

RECOMMENDED MOTION:

Approve a Code Enforcement Lien Reduction request in the amount of $750.00 for the property located at 903 Kensington Drive..

Application # **CE** - 08 - 290

LIEN REDUCTION APPLICATION

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

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

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

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

For Office Use Only - Date Received

RECEIVED
APR 20 2017
BY: RMJ

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 4/19/2017

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

Company (if applicable): _____

Name: CHARLES V. HOUGH SR.

Mailing Address: 1112 CITRUS AVE NE

City: PALM BAY State: FL Zip Code: 32905

Phone #: 321-724-9016 Fax #: _____

Mobile #: 321-749-6263 E-mail: chough@cfl.rr.com

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

Company (if applicable): _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

SEE Attached Documents and Timeline

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

N/A

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

   a. ☐ **Notarized application.**

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

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

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

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

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

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

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

903 KENSINGTON DR.
COCOA, FL 32922

Home purchased by Williams / Williams	10/13/2006 (public record)
Foreclosure proceedings started against Williams	9/11/2007
Williams arrested by Cocoa Police	11/27/2007
Code Enforcement posted notice on front door about sewage issue, notified by Cocoa Police	
Neighbor contacted mortgage holder about sewage issue	
Septic Tank pumped out	1/23/2008
Per Cocoa Police Dept, Mortgage holder was told to NOT trespass on the property.	
Code Enforcement observation of non-compliance	3/19/2008 4/02/2008 5/06/2008
Code Enforcement Board Lien Certified mail to Benjamin Williams	5/16/2008

Went to Building Dept. Spoke to Bldg. Chief and Asst Chief about damage to front door and windows, was given permission to access the property to secure the structure.

Roll off Dumpster delivered to property by mortgage holder (Charles Hough) Removed all debris and secured the property.	5/16/2008

Code Enforcement observed non-compliance violation??	7/01/2008
After receiving the certificate of Title (legally had the right to be on the property)	1/22/2010

Paid all deliquent taxes owed to the city and attorney fees

Repairs and Maintenance on property:

New Water Heater	2/26/2010
New HVAC	8/27/2010
Bathroom vanity and faucet	5/23/2011
New Metal Roof	9/21/2011

Ellis, Clerk Of Courts, Brevard County Doc. D: $749.00

Prepared by/Return to:
Pamela A. Rogers
LandAmerica GulfAtlantic Title
925 N. Courtenay Parkway, Suite 25
Merritt Island, FL 32953

Folio/Parcel ID#: 24 3620BV 74

File/Case No: 0600019894

3/2
107,000.

(Space Above This Line for Recording Data)

WARRANTY DEED

THIS Warranty Deed made this 13th day of October, 2006,

BETWEEN Charles V. Hough, Sr

whose address is 1112 Citrus Ave, NE, Palm Bay, FL. 32905,

hereinafter called the Grantor, and

Benjamin F. Williams and James M. Williams, as tennants in common
whose address is , Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN AND NO/100 Dollars ($10.00) and other good and valuable considerations, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the Grantee, their heirs and assigns forever, the following described land, situate, lying and being in the County of Brevard State of Florida to wit:

Lot 74, Cocoa Hills, according to plat recorded in Plat Book 11, Page 38, of the Public Records of Brevard County, Florida.

Grantor herein states that the subject property is not the homestead of the grantor or the spouse or dependent minor child of grantor, nor is it contiguous to their homestead. They reside at: 1112 CITRUS AVE, NE, PALM BAY, FL 32905.

SUBJECT TO easements, restrictions and reservations of record, and real property taxes and assessments for the year of 2006 and subsequent years, which are not yet due and payable.

File/Case No: 0600019894

And the said Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in Fee Simple; that the Grantor has good right and lawful authority to sell and convey said land and hereby warrants the title to said land and will defend the same against the lawful claims of all person whomsoever, and that the land is free of all encumbrances, except taxes for the current year and subsequent years, restrictions, limitations, covenants, and easements of record if any. ("Grantor and Grantee" are used herein for singular or plural, the singular shall include plural, and any gender shall include all genders, as context requires.)

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of:

Witness #1
Print Name: Pamela A. Rogers

Charles V. Hough Sr.

Witness #2
Print Name: Gina Melder

State of Florida

County of Brevard

The foregoing instrument is acknowledged before me this October 13, 2006 by Charles V. Hough Sr., who is/are personally known to me or who has/have produced a Driver's License as identification.

Notary Public

My commission expires: (Notary Seal)

Notary Public State of Florida
Pamela A Rogers
My Commission DD565696
Expires 08/10/2010

pd 9/16/07 Ck# 4617

FRESE HANSEN

ANDERSON, ANDERSON, HEUSTON & WHITEHEAD, P.A.
Attorneys at Law
930 S. Harbor City Blvd., Ste. 505
Melbourne, FL 32901
(321) 984-3300
www.fresehansen.com

HOUGH BROTHERS ALUMINUM, INC.
1950 Palm Bay Road, N.E.
Palm Bay, FL 32905

09/11/2007
ACCOUNT NO: 905034-0000 M

ATTN: Charles Hough
Re: Corporate Miscellaneous

		HOURS	
08/13/2007	Telephone conference with Elaine H. re: foreclosure.		
	FOR CURRENT SERVICES RENDERED	0.25	50.00
	TOTAL CURRENT WORK		50.00
	BALANCE DUE		$50.00

INTEREST WILL ACCRUE AT THE RATE OF 1% PER MONTH ON ALL AMOUNTS 30 DAYS PAST DUE.

PLEASE WRITE ACCOUNT NUMBER ON CHECK.

OFFENSE INCIDENT REPORT

1. Original
Juvenile ☐ 2. Supplement [1]

Event Data

Agency ORI Number	Agency Name	Agency Report Number
FL 0050200	COCOA POLICE DEPARTMENT	2007-00076?2

Reported day:	Date	Time (mil)	Time Dispatched (mil)	Time Arrived (mil)	Time Completed (mil)
Monday	10/08/07	0200	0200	0200	0300

Incident Type 1. Felony 2. Traffic Felony 3. Misdemeanor 4. Traffic Misdemeanor 5. Ordinance 6. Other	Incident: Day	Date	Time (mil)	To	Day	Date	Time (mil)
	Monday	10-08-07	0200		Monday	10-08-07	0200

Offense	Type	Description	COMMITTED	Statute/Violation Number	NCIC / UCR Code
1	1	poss. of cocaine		893.13	

Incident location (street, apt, number)	City	Zip	Geographic Indicator
903 Kensington Dr.	Cocoa	32922	Zone 4

Business name/ Area Identifier	Forced Entry	Occupancy

Location Type	# Offenses	# Victims	# Offenders	# Prem. Ent.	# Veh. Stolen	Type Weapon
01. Residence - Single	1	0	unk	0	0	00. N/A

Victim / Witness

Offense Indicator	V/W Code	V. Type	Name (Last, First, Middle or Business)	Residence Phone	Business Phone
1. #1	C - Reporting Person	2. LEO	Burgan William		639-7620

Address (street, apt, number)	City	State	Zip	Race	Sex	DOB or Age
1226 W.King St	Cocoa	Fl	32922			

Res. Type	Res. Status	Extent of Injury	Injury Type	Relationship	Involvement
0. N/A	0. N/A	0. None	00. N/A	02. Stranger	Investigator

Victim / Witness

Offense Indicator	V/W Code	V. Type	Name (Last, First, Middle or Business)	Residence Phone	Business Phone

Address (street, apt, number)	City	State	Zip	Race	Sex	DOB or Age

Res. Type	Res. Status	Extent of Injury	Injury Type	Relationship	Involvement

Victim / Witness

Offense Indicator	V/W Code	V. Type	Name (Last, First, Middle or Business)	Residence Phone	Business Phone

Address (street, apt, number)	City	State	Zip	Race	Sex	DOB or Age

Res. Type	Res. Status	Extent of Injury	Injury Type	Relationship	Involvement

Suspect or Missing Person

Offense Indicator	Suspect Code	Name (Last, First, Middle)	Nickname/Street Name	Place of Birth
1. #1	S - Suspect	UNK	unk	unk

Last Known address (street, apt, number)	City	State	Zip	Phone
unk	unk	u	unk	unk

Occupation	Employment / School	Address	Business Phone
unk	unk	unk	unk

Clothing (describe)	Scars, Marks, Tattoos (Location / Describe)	Social Security Number
unk	unk	unk

Race	Sex	DOB Or Age	Height	Weight	Build	Facial Hair	Hair Color	Hair Length	Eye color	Complexion
u	u	unk	unk	unk	unk	unk	unk	unk	unk	unk

Missing Person

Incident Type	Foul Play Suspected	Missing Before	Fingerprints Available	Photo Available	Dental Records Available	MCIC Form Provided	Recovery Information	DOB or Age

Date Last Seen	Time Last Seen	Location Last Seen	Accompanied By

Mental/Physical Condition	Medication Required/Type	Doctor/Dentist (Name, Phone Number)

Property Carried	ID Type / Number	ID Type / Number

Probable Destination	Name/Address	Transportation Mode

Admin

Officer Reporting	ID Number/Unit:	Date:	Related Report #	Assigned To:	Supervisor:	Page
Agt. Burgan	50 / SIU	10-08-07		PENDING	Sgt. S.C. Sanders	1 of 2

NARRATIVE CONTINUATION

Admin

Agency ORI Number	Agency Name	1. Offense 2. Arrest	Juvenile	1. Original 2. Supplement
FL 0050200	COCOA POLICE DEPARTMENT	1	☐	1

Original Date Reported	Reference	Agency Report Number
10/8/07	Poss. of Cocaine	2007-0007612

Narrative

On this date and time, I made a visual check of the residence located at 903 Kensington Drive Cocoa. Upon checking the residence, I observed two large green garbage containers located at the roadway on the city's right of way in front of 903 Kensington Drive. An inspection of the garbage revealed the following items of evidence:

*** One glass pipe, tipically used for smoking crack cocaine, which tested positive for the presence of suspect cocaine,**

*** Five clear plastic bags containing suspect cocaine residue which tested positive for the presence of cocaine.**

The items obtained in the inspection of garbage at 903 Kensington Drive, were placed into Cocoa Police Department Property as evidence.

SWORN TO AND SUBSCRIBED BEFORE ME, THE UNDERSIGNED AUTHORITY THIS 08 DAY OF OCT, 2007.
SIGNATURE
X _____
NOTARY/LAW ENFORCEMENT OFFICER IN PERFORMANCE OF OFFICIAL DUTIES.

Admin

Officer Reporting:	ID Number/Unit:	Date:	Related Report #:	Assigned To:	Supervisor:	Page
Agt. Burgan	50/SIU	10/08/07		PENDING	Sgt. S.C. Sanders	Page 2 of 2

FDLE/NCIC CHECK YES ☒ NO ☐

ARREST/NOTICE TO APPEAR
PROBABLE CAUSE AFFIDAVIT/
JUVENILE REFFERAL

OBTS Number

1. Arrest 2. Notice to Appear 3. Arrest Affidavit 4. Complaint Affidavit 5. Request for Capias 6. Juvenile Referral: 1

Juvenile ☐

Administrative

Agency ORI Number	Agency Name	Agency Report Number
FL0 0050200	COCOA POLICE DEPARTMENT	2007-0007612

Charge type, check as many as apply: ☒ 1. Felony ☐ 2. Traffic Felony ☐ 3. Misdemeanor ☐ 4. Traffic Misdemeanor ☐ 5. Ordinance ☐ 6. Other

Weapon Seized? Type: 1. Yes 2. No N/A

Agency Arrest Number

Location of Arrest (Include Name of Business): 903 Kensington Dr. City: Cocoa

Location of Offense (Business Name, Address): 903 Kensington Dr City: Cocoa

Date of Arrest	Time of Arrest	BCSO Date	BCSO Time	Jail Date	Jail Time	Fingerprinted	By:
11/29/2007	1927					☐ Identification Only ☐ AFIS ☐ Criminal	

Date of Offense	FDLE Number	DOC Number	FBI Number
11/29/2007			

Defendant/Juvenile

Name (Last, First, Middle): Franzen Caroline Hayes

Alias:

Race (W – White I – American Indian B – Black O – Oriental/Asian)	Sex	Date of Birth	Height	Weight	Eye Color	Hair Color	Complexion	Build
W	Female	5/6/1983	505	120	bro	bro	light	small

Scars, Marks, Tattoos, Unique Physical Features (Location, Type, Description): unk

Indication of: Alcohol Influence ☐ N ☐ Unk ☐; Drug Influence ☒ N ☐ Unk ☐

Local Address (Street, Apt. Number)	(City)	(State)	(Zip)	Phone	Residence Type (1. City 2. County 3. Florida 4. Out of State)
903 Kensington Dr.	Cocoa	Fl	32922	(601) 807-7382	1

Permanent Address (Street, Apt. Number) or Parent's Name, if juv.	(City)	(State)	(Zip)	Phone	Parent Contacted Y ☐ N ☐
				( )	

Business Address (Name, Street) or Parent's Address, if juv.	(City)	(State)	(Zip)	Phone	Occupation
				( )	

Driver's License State/Number	Social Security Number	INS Number	Place of Birth	Citizenship
E-652108836660 MS			Miss.	U.S.

Co-Def

Co-Defendant Name (Last, First, Middle)	Race	Sex	Date of Birth or Age	
Buie,Sherry,ann,	B	Female	07-25-74	☒ 1. Arrested ☐ 2. At Large ☐ 3. Felony ☐ 4. Misdemeanor ☐ 5. Juvenile
Co-Defendant Name (Last, First, Middle)	Race	Sex	Date of Birth or Age	☐ 1. Arrested ☐ 2. At Large ☐ 3. Felony ☐ 4. Misdemeanor ☐ 5. Juvenile

Charge

Activity: N. N/A P. Possess S. Sell B. Buy T. Traffic R. Smuggle D. Deliver E. Use K. Dispense/Distribute M. Manufacture/Produce/Cultivate Z. Other

Type: N. N/A A. Amphetamine B. Barbiturate C. Cocaine E. Heroin H. Hallucinogen M. Marijuana O. Opium/Deriv. P. Paraphernalia/Equipment S. Synthetic U. Unknown Z. Other

Charge Description	Count	Of	Statute/Violation Number	Violation of Section (ORD)
Pos of cocaine	1		893.13	

Activity	Drug Type	Amount Qty	Bond Amount	Court Number
P. Possess	G. Cocaine	less 20 gm	5000.00	

☒ PC ☐ Capias ☐ AC ☐ BW ☐ FW ☐ PW ☐ Juv PO ☐ Citation | Date Issued | ☐ W/I ☐ A/S ☐ Domestic Violence ☐ Order of Arrest

Charge Description	Count	Of	Statute/Violation Number	Violation of Section (ORD)

Activity	Drug Type	Amount Qty	Bond Amount	Court Number
N. N/A	N. N/A			

☐ PC ☐ Capias ☐ AC ☐ BW ☐ FW ☐ PW ☐ Juv PO ☐ Citation | Date Issued | ☐ W/I ☐ A/S ☐ Domestic Violence ☐ Order of Arrest

Probable Cause/Statement

The undersigned certifies and swears that he/she has just and reasonable grounds to believe, and does believe that the above named Defendant committed the following violation of law:
On the 29 day of November 2007 at 1927 ☐ A.M ☒ P.M. (Specifically include facts constituting cause for arrest.)

On this date at the above location while serving a search warrant, the above listed defendant Caroline Hayes Franzen, who resides at that residence, was taken into custody and placed under arrest for possession of cocaine. On this day there were several individuals at the residence. The defendant was in the company of Sherry ann Buie, black female who resides at the above listed location 903 Kensington Dr Cocoa. Both defendant and co-defendant were transported to Cocoa Police Department and booked.

Continued for: Narrative ☒ Charges ☐

Notice to Appear

Mandatory Appearance In Court

Location (Court, Room Number, Address):

Time: Month, Day, Year: ☐ A.M. ☐ P.M.

I agree to appear at the time and place designated to answer the offense charged or to pay the fine subscribed. I understand that should I willfully fail to appear before the court as required by this notice to appear, that I may be held in contempt of court and a warrant for my arrest or a take into custody order shall be issued.

Signature of Defendant/Juvenile	Signature of Juv. Parent/Custodian	Released to: (Name)	Date	Time

Administrative

☐ Miranda Warning | Hold for Other Agency Name: | Verified By:

Adults Only ☐ Hold for First Appearance Do Not Bond Out. Reason:

I swear/affirm the above and attached statements are true and correct.
I Do

Officer's/Complainant's Signature: Pat Williams

ID. No./Dist.: 50

Name (Printed): Agt William Burgess

Sworn to and subscribed before me, the undersigned
Authority this 30 day of Nov, 2007
Signature: D Tabor 1603
Print or Type Name: Donald Tabor

Notary/Law Enforcement Officer in Performance of Office Duties
Personally Known ☒ ID Produced ☐

Bond Information

Date	Bonding Agency

Bond #	Amount

Bond #	Amount

Returnable Court Date	Returnable Court Time
	☐ A.M. ☐ P.M.

Court Location

COURT FILE STATE ATTORNEY SHERIFF'S RECORDS JAIL LAW ENFORCEMENT DEFENDANT'S COPY Clerk 127

AGENCY NAME: COCOA POLICE DEPARTMENT
BREVARD COUNTY, FLORIDA

NARRATIVE Continuation **Page 2 of 2**

AGENCY REPORT NO.
2007-0007612

(Last, First, Middle)	OBTS NO.
DEFENDANT/JUVENILE: Franzen, Caroline Hayes	

Charge	Charge Description			Count	FS / FO	Statute/Violation Number	Violation of Section (ORD)
	Activity: N, NA	Drug Type: N, NA	Amount/Units	Bond Amount		Court Number	
	PO, Capias, AC, BW, FW, PW, Juv, PC, Citation, KY			Date Issued		Writ, Alt	Domestic Viol. Inj., Order of Arrest
Charge	Charge Description			Count	FS / FO	Statute/Violation Number	Violation of Section (ORD)
	Activity: N, NA	Drug Type: N, NA	Amount/Units	Bond Amount		Court Number	
	PC, Capias, AC, BW, FW, PW, Juv, PC, Citation, KY			Date Issued		Writ, Alt	Domestic Viol. Inj., Order of Arrest

they were both transported to BCSO Jail . Incured costs as defined in FSS 938.27 and FSS 775.089 in the investigation and preparation for the trial is in the sum of 117.50

Officer's Signature	Officer's Name PRINTED
Agt. William Burgan	Agt. William Burgan

COURT FILE STATE ATTORNEY SHERIFF'S RECORDS JAIL LAW ENFORCEMENT DEFENDANT'S COPY Clerk 127

FCIC/NCIC CHECK YES ☒ NO ☐

ARREST/NOTICE TO APPEAR
PROBABLE CAUSE AFFIDAVIT/
JUVENILE REFFERAL

1. Arrest 2. Notice to Appear 3. Arrest Affidavit 4. Complaint Affidavit 5. Request for Capias 6. Juvenile Referral: **5** Juvenile ☐

Administrative

OBTS Number	Agency ORI Number	Agency Name	Agency Report Number
	FL0 0050200	COCOA POLICE DEPARTMENT	2007-0007612

Charge type, check as many as apply: ☒ 1. Felony ☐ 2. Traffic Felony ☐ 3. Misdemeanor ☐ 4. Traffic Misdemeanor ☐ 5. Ordinance ☐ 6. Other

Weapon Seized? Type 1. Yes 2. No **2. No**

Agency Arrest Number

Location of Arrest (Include Name of Business)	City	Location of Offense (Business Name, Address)	City

Date of Arrest	Time of Arrest	BCSO Date	BCSO Time	Jail Date	Jail Time	Fingerprinted ☐ Identification Only ☐ AFIS ☐ Criminal	By:

Date of Offense	FDLE Number	DOC Number	FBI Number
11/29/2007			

Defendant/Juvenile

Name (Last, First, Middle) **Williams, Benjamin Franklin** Alias

Race (W–White I–American Indian B–Black O–Oriental/Asian)	Sex	Date of Birth	Height	Weight	Eye Color	Hair Color	Complexion	Build
B	Male	11/21/1957	604	220	bro	blk	mbr	tall

Scars, Marks, Tattoos, Unique Physical Features (Location, Type, Description): unk

Indication of: Alcohol Influence Y ☐ N ☐ Unk ☒; Drug Influence Y ☐ N ☐ Unk ☒

Local Address (Street, Apt. Number)	(City)	(State)	(Zip)	Phone	Residence Type (1. City 2. County 3. Florida 4. Out of State)
903 Kensington Dr.	Cocoa	Fl	32922	( )	1

Permanent Address (Street, Apt. Number) or Parent's Name Only	(City)	(State)	(Zip)	Phone	Parent Contacted Y ☐ N ☒
				( )	

Business Address (Name, Street) or Parent's Address Only	(City)	(State)	(Zip)	Phone	Occupation
				( )	

Driver's License State/Number	INS Number	Place of Birth	Citizenship
Fl/ W452-066-57-421-0		South Carolina	US

Co-Def

Co-Defendant Name (Last, First, Middle)	Race	Sex	Date of Birth or Age	1. Arrested 2. At Large	3. Felony 4. Misdemeanor 5. Juvenile
				☐ ☐	☐ ☐ ☐
Co-Defendant Name (Last, First, Middle)	Race	Sex	Date of Birth or Age	1. Arrested 2. At Large	3. Felony 4. Misdemeanor 5. Juvenile
				☐ ☐	☐ ☐ ☐

Activity: N. N/A P. Possess S. Sell B. Buy T. Traffic R. Smuggle D. Deliver E. Use K. Dispense/Distribute M. Manufacture/Produce/Cultivate Z. Other

Type: N. N/A A. Amphetamine B. Barbiturate C. Cocaine E. Heroin H. Hallucinogen O. Opium/Deriv. M. Marijuana P. Paraphernalia/Equipment S. Synthetic U. Unknown Z. Other

Charge

Charge/Description	Count	Ref	Statute/Violation Number	Violation Section (ORD)
Possession of cocaine with intent to sell	1		893.13	
Activity P. Possess	**Drug Type** C. Cocaine	**Amount/Unit**	**Bond Amount** $5,000.00	**Court Number**
☒ PC ☐ Capias ☐ AC ☐ BW ☐ RW ☐ BW ☐ PW ☐ Inv PC ☐ Citation			**Degree Charged**	☐ Wt. Att. ☐ Domestic Viol. Inv. ☐ Order of Arrest

Charge/Description	Count	Ref	Statute/Violation Number	Violation Section (ORD)
Possession of cocaine	2		893.13	
Activity P. Possess	**Drug Type** C. Cocaine	**Amount/Unit**	**Bond Amount** $5,000.00	**Court Number**
☒ PC ☐ Capias ☐ AC ☐ BW ☐ RW ☐ BW ☐ PW ☐ Inv PC ☐ Citation			**Degree Charged**	☐ Wt. Att. ☐ Domestic Viol. Inv. ☐ Order of Arrest

Probable Cause/Statement

The undersigned certifies and swears that he/she has just and reasonable grounds to believe, and does believe that the above named Defendant committed the following violation of law:
On the 29 day of November 2007 at 7:00 ☐ A.M ☒ P.M. (Specifically include facts constituting cause for arrest.)

The Cocoa Police Department Special Investigations Unit, with the assistance of Cocoa Police Department Special Weapons and Tactics Team, servrd a search warrant at 903 Kensington Dr., Cocoa, Brevard County, Florida. Upon serving the search warrant, all areas inside the residence and within the curtilage, as outlined in the search warrant. During the search, several items of contraband were located inside the residence; specifically in the room which is occupied by the

Continued for: Narrative ☒ Charges ☒

Notice to Appear

Mandatory Appearance In Court

Location (Court, Room Number, Address):

Time: Month Day Year Time: ☐ A.M ☐ P.M

I agree to appear at the time and place designated to answer the offense charged or to pay the fine subscribed. I understand that should I willfully fail to appear before the court as required by this notice to appear, that I may be held in contempt of court and a warrant for my arrest or a take into custody order shall be issued.

Signature of Defendant/Juvenile	Signature of Juv. Parent/Custodian	Released to: (Name)	Date	Time

Administrative

☐ Miranda Warning | Hold for Other Agency Name: | Verified By:

Adults Only ☐ Hold for First Appearance Do Not Bond Out, Reason:

I swear/affirm the above and attached statements are true and correct.
I Do

Officer's/Complainant's Signature: Art Williams

ID. No./Dist. 50

Name (Printed) William Burgard AGT. SIU.

Sworn to and subscribed before me, the undersigned authority this 29 day of NOV, 2007

Signature: Sgt. A. Sanders

Print or Type Name: SGT. SC SANDERS #76

Notary/Law Enforcement Officer in Performance of Office Duties Personally Known ☒ ID Produced ☐ _____

Bond Information

Date	Bonding Agency

Bond #	Amount

Bond #	Amount

Returnable Court Date	Returnable Court Time ☐ A.M. ☐ P.M.

Court Location	Page Page 1 of 3

COURT FILE STATE ATTORNEY SHERIFF'S RECORDS JAIL LAW ENFORCEMENT DEFENDANT'S COPY Clerk 127

AGENCY NAME: COCOA POLICE DEPARTMENT
BREVARD COUNTY, FLORIDA

NARRATIVE Continuation Page 2 of 3

AGENCY REPORT NO.
200700007612
OBTS NO.

(Last, First, Middle)
DEFENDANT/JUVENILE: WILLIAMS, Benjamin Franklin

Charge	Charge Description: Unlawful Possession of Pharmaceutical Drugs			Counts: 1	☒ F ☐ Or	Statute Violation Number: 893.13	Violation of Section (ORD)
	Activity: N/A	Drug Type: N/A	Amount/Unit:	Bond Amount: $5,000.00		Court Number:	
	☒ PC ☐ Capias ☐ AC ☐ BW ☐ FW ☐ PW ☐ Juv PU ☒ Citation			Date Issued:		☐ Writ Aff ☐ Domestic Vio Inj ☐ Order of Arrest	
Charge	Charge Description: Possession of Drug Paraphernalia			Counts: 1	☒ F ☐ Or	Statute Violation Number: 893.147	Violation of Section (ORD)
	Activity: N/A	Drug Type: N/A	Amount/Unit:	Bond Amount: $500.00		Court Number:	
	☒ PC ☐ Capias ☐ AC ☐ BW ☐ FW ☐ PW ☐ Juv PU ☒ Citation			Date Issued:		☐ Writ Aff ☐ Domestic Vio Inj ☐ Order of Arrest	

defendant. The illegal items that were located in the defendant's room were as follows:

1 - Suspect cocaine located in a nightstand drawer next to the bed. Also in the drawer was the voter registration card of the defendant.

2 - Numerous small plastic baggies that contained the suspect cocaine which was found in the drawer mentioned in #1. The cocaine was packaged as if it were to be readily sold at a moments notice.

3 - Two razor blades located in the drawer mentioned in #1. The blades field tested positive for cocaine residue.

4 - Suspect marijuana located in the defendant's bedroom. The susbstance field tested positive for marijuana.

5 - Two small plastic baggies that contained the suspect marijuana which was found in the defendants bedroom mentioned in #4.

6 - A ceramic plate located in the nightstand drawer which contained all of the items mentioned in #1, #2 and #3.

7 - 15 white pills labeled "Trazodone" in a pill bottle in the name of Ernest Gadsen.

8 - Four scales located in the bedroom and in the closet.

9 - A Sanyo monitor which was connected to infared cameras which were positioned outside the residence to monitor traffic to and from the exterior of the residence.

As the exterior of the residence was searched, Sgt. Dellatorre located a ladder on the south side exterior of the residence. When he looked up, he observed what appeared to be a white plastic box on the roof, hanging slightly past the edge of the roofline. Sgt. Dellatorre rertrieved the box and the following items were recovered from inside the box:

1 - 23 Trazodone pills
2 - Two Augmentin pills
3 - 18 Darvocet pills
4 - 47 Xanax pills
5 - 45 Oxycodone pills
6 - 2 1/2 Viagra pills
7 - 55 Methadone pills

None of the aforementioned pills were in pill bottles. They were all contained inside plastic bags. There was no prescription information located throughout the residence which would indicate that the defendat was authorized to be in possession of such medication.

Officer's Signature	Officer's Name PRINTED
Act	Agt. William Burgan

COURT FILE STATE ATTORNEY SHERIFF'S RECORDS JAIL LAW ENFORCEMENT DEFENDANT'S COPY Clerk 127

AGENCY NAME: COCOA POLICE DEPARTMENT
BREVARD COUNTY, FLORIDA

NARRATIVE Continuation **Page 3 of 3**

AGENCY REPORT NO.
200700007612

(Last, First, Middle)	OBTS NO.
DEFENDANT/JUVENILE: WILLIAMS, Benjamin Franklin	

Charge	Charge Description			Counts	F / M / O	Statute/Violation Number	Violation of Section (ORD)
	Activity N, NA	Drug Type N, NA	Amount/Unit	Bond Amount		Court Number	
	☐ PC ☐ Capias ☐ AC ☐ BW ☐ FW ☐ PW ☐ Juv PC ☐ Citation			Date Issued		☐ Writ Att. ☐ Domestic Viol. Inj. ☐ Order of Arrest	
Charge	Charge Description			Counts	F / M / O	Statute/Violation Number	Violation of Section (ORD)
	Activity N, NA	Drug Type N, NA	Amount/Unit	Bond Amount		Court Number	
	☐ PC ☐ Capias ☐ AC ☐ BW ☐ FW ☐ PW ☐ Juv PC ☐ Citation			Date Issued		☐ Writ Att. ☐ Domestic Viol. Inj. ☐ Order of Arrest	

All field tests were conducted by Agt. William Burgan of the Cocoa Police Department. All items seized were secured in the Cocoa Police Department property and evidence room.

The residence was secured as much as possible prior to officers of the Cocoa Police Department leaving the scene. Copies of the search warrant and the property receipts indicating what items were seized were conspicuously placed on a table in the main living area. City of Cocoa Code Enforcement was summoned to the scene due to raw sewage on the property. The residence was deemed unsafe by Code Enforcement and was conspicuously posted as such.

Officer's Signature	Officer's Name PRINTED
	Agt. William Burgan

COURT FILE STATE ATTORNEY SHERIFF'S RECORDS JAIL LAW ENFORCEMENT DEFENDANT'S COPY Clerk 127

FCIC/NCIC CHECK YES ☒ NO ☐

ARREST/NOTICE TO APPEAR
PROBABLE CAUSE AFFIDAVIT/
JUVENILE REFFERAL

OBTS Number

1. Arrest 2. Notice to Appear 3. Arrest Affidavit 4. Complaint Affidavit 5. Request for Capias 6. Juvenile Referral: **1**

Juvenile ☐

Administrative

Agency ORI Number	Agency Name	Agency Report Number
FL0 0050200	COCOA POLICE DEPARTMENT	2007-0007612

Charge type, check as many as apply: ☒ 1. Felony ☐ 2. Traffic Felony ☐ 3. Misdemeanor ☐ 4. Traffic Misdemeanor ☐ 5. Ordinance ☐ 6. Other

Weapon Seized? Type: 1. Yes 2. No **N/A**

Agency Arrest Number

Defendant/Juvenile

Location of Arrest (Include Name of Business)	City	Location of Offense (Business Name, Address)	City
903 Kensington Dr.	Cocoa	903 Kensington Dr	Cocoa

Date of Arrest	Time of Arrest	BCSO Date	BCSO Time	Jail Date	Jail Time	Fingerprinted ☐ Identification Only ☐ AFIS ☐ Criminal	By:
11/29/2007	1927						

Date of Offense	FDLE Number	DOC Number	FBI Number
11/29/2007			

Name (Last, First, Middle): **Buie, Sherry Ann** Alias:

Race (W – White I – American Indian B – Black O – Oriental/Asian)	Sex	Date of Birth	Height	Weight	Eye Color	Hair Color	Complexion	Build
B	Female	7/25/1974	503	160	bro	blk	dark	small

Scars, Marks, Tattoos, Unique Physical Features (Location, Type, Description): unk

Indication of: Alcohol Influence ☐ Y ☐ N ☐ Unk; Drug Influence ☒ Y ☐ N ☐ Unk

Local Address (Street, Apt. Number)	(City)	(State)	(Zip)	Phone	Residence Type (1. City 2. County 3. Florida 4. Out of State)
903 Kensington Dr.	Cocoa	Fl	32922	(601) 807-7382	1

Permanent Address (Street, Apt. Number) or Parent's Name & Address	(City)	(State)	(Zip)	Phone	Parent Contacted Y ☐ N ☐
				( )	

Business Address (Name, Street) or Parent's Address if Juv.	(City)	(State)	(Zip)	Phone	Occupation
				( )	

Driver's License State/Number	Social Security Number	INS Number	Place of Birth	Citizenship
B000781747650			Fl	U.S.

Co-Def

Co-Defendant Name (Last, First, Middle)	Race	Sex	Date of Birth or Age	☒ 1. Arrested ☐ 2. At Large ☐ 3. Felony ☐ 4. Misdemeanor ☐ 5. Juvenile
Franzen, Caroline Hayes	B	Female	07-25-74	
Co-Defendant Name (Last, First, Middle)	Race	Sex	Date of Birth or Age	☐ 1. Arrested ☐ 2. At Large ☐ 3. Felony ☐ 4. Misdemeanor ☐ 5. Juvenile

Charge

Activity: N. N/A P. Possess S. Sell B. Buy T. Traffic R. Smuggle D. Deliver E. Use K. Dispense/Distribute M. Manufacture/Produce/Cultivate Z. Other

Type: N. N/A A. Amphetamine B. Barbiturate C. Cocaine E. Heroin H. Hallucinogen M. Marijuana O. Opium/Deriv. P. Paraphernalia/Equipment S. Synthetic U. Unknown Z. Other

Charge Description	Count	Statute/Violation Number	Violation of Section (ORD)
Possession of Cocaine	1	893.13	

Activity	Drug Type	Amount	Bond Amount	Court Number	
Possess	C Cocaine	less 20 gm	$500.00		

☒ PC ☒ Capias ☐ AC ☐ BW ☐ FW ☐ DW ☐ NC ☐ PT ☐ Citation Date Issued: ☐ Writ ☐ Attached ☐ Domestic Violence ☐ Order of Arrest

Charge Description	Count	Statute/Violation Number	Violation of Section (ORD)
Possession of Marijuana	2	893.13	

Activity	Drug Type	Amount	Bond Amount	Court Number	
Possess	M Marijuana		$500.00		

☒ PC ☒ Capias ☐ AC ☐ BW ☐ FW ☐ DW ☐ NC ☐ PT ☐ Citation Date Issued: ☐ Writ ☐ Attached ☐ Domestic Violence ☐ Order of Arrest

Probable Cause/Statement

The undersigned certifies and swears that he/she has just and reasonable grounds to believe, and does believe that the above named Defendant committed the following violation of law:
On the 29 day of November 2007 at 1927 ☐ A.M ☒ P.M. (Specifically include facts constituting cause for arrest.)

On this date at the above location while serving a search warrant, the above listed defendant Sherry Ann Buie, who resides at that residence, was taken into custody and placed under arrest for possession of Marijuana and cocaine. On this day there were several individuals at the residence. The defendant was in the company of Caroline Hayes Franzen, white female who resides at the above listed location 903 Kensington Dr Cocoa. Both defendant and co-defendant were transported to Cocoa Police Department and booked.

Continued for: Narrative ☒ Charges ☐

Notice to Appear

Mandatory Appearance In Court

Location: (Court/Room Number, Address)

Time: Month Day Year Hour ☐ A.M. ☐ P.M.

I agree to appear at the time and place designated to answer the offense charged or to pay the fine subscribed. I understand that should I willfully fail to appear before the court as required by this notice to appear, that I may be held in contempt of court and a warrant for my arrest or a take into custody order shall be issued.

Signature of Defendant/Juvenile	Signature of Juv. Parent/Custodian	Released to: (Name)	Date	Time

Administrative

☐ Miranda Warning | Hold for Other Agency Name: | Verified By:

Adults Only ☐ Hold for First Appearance Do Not Bond Out. Reason:

I swear/affirm the above and attached statements are true and correct.
I Do

Officer's/Complainant's Signature

ID. No./Dist. 50

Name (Printed) Agt William Bernard

Sworn to and subscribed before me, the undersigned Authority this 30 day of Nov 20 07

Signature [illegible] 163

Print or Type Name Donald Tabor

Notary/Law Enforcement Officer in Performance of Office Duties
Personally Known ☒ ID Produced ☐ _____

Bond Information

Date	Bonding Agency

Bond #	Amount

Bond #	Amount

Returnable Court Date	Returnable Court Time ☐ A.M. ☐ P.M.

Court Location	Page	Page
	1	of 2

COURT FILE STATE ATTORNEY SHERIFF'S RECORDS JAIL LAW ENFORCEMENT DEFENDANT'S COPY Clerk 127

AGENCY NAME: COCOA POLICE DEPARTMENT
BREVARD COUNTY, FLORIDA

NARRATIVE Continuation Page 2 of 2

AGENCY REPORT NO.
2007-0007612
OBTS NO.

(Last, First, Middle)
DEFENDANT/JUVENILE: Buie Sherry Ann

Charge							
Charge Description			Counts	F / O	Statute Violation Number	Violation of Section (ORD)
Activity N/A	Drug Type N/A	Amount Unit	Bond Amount	Court Number		
PC Capias AC BW FW PW Juv PC Citation			Date Issued	Writ Att	Domestic Viol Inj	Order of Arrest
Charge Description			Counts	F / O	Statute Violation Number	Violation of Section (ORD)
Activity N/A	Drug Type N/A	Amount Unit	Bond Amount	Court Number		
PC Capias AC BW FW PW Juv PC Citation			Date Issued	Writ Att	Domestic Viol Inj	Order of Arrest

they were both transported to BCSO Jail . Incured costs as defined in FSS 938.27 and FSS 775.089 in the investigation and preparation for the trial is in the sum of 117.50.

Officer's Signature	Officer's Name PRINTED
Not Witty Burgan	Agt. William Burgan

COURT FILE STATE ATTORNEY SHERIFF'S RECORDS JAIL LAW ENFORCEMENT DEFENDANT'S COPY Clerk 127

NARRATIVE CONTINUATION

ADM	Agency ORI Number	Agency Name	1. Offense 2. Arrest	Juvenile	1. Original 2. Supplement
	FL 0050200	COCOA POLICE DEPARTMENT	2	☐	2
	Original Date Reported	**Reference**		**Agency Report Number**	
	11/29/07	Poss Of Cocaine		2007-0007612	

Narrative

On November 29, 2007, a search warrant was served at 903 Kensington Drive in the city of Cocoa. At the residence there were two arrest made in reference of possession of controlled substances. The persons that were arrested are Caroline Hayes Franzen, W/F, DOB 05-06-83, and Sherry Anne Bouie B/F, DOB 07-25-74. Both females were taken into custody and arrested. The females both resided at the above listed address of 903 Kensington Dr. The owner of the residence Benjamin Franklin Williams left the residence upon the service of the warrant, and escaped. Several articles of contraband were found in his personal room at the residence to include: suspect cocaine located in the nightstand drawer next to the bed, also in the drawer was Mr. Williams voter registration card, numerous small plastic baggies that contained the suspect crack cocaine, the cocaine was packaged as if it were to be readily sold, two razor blades that field tested positive for cocaine residue, suspect marijuana was also located in the bedroom and field tested positive for marijuana, a ceramic plate located in the nightstand drawer which contained all the items mentioned. There were 15 white pills in a bottle labeled "Trazodone" in the name of Ernest Gadsen, also present in the room were four scales in the bedroom closet, a Sanyo monitor which was connected to a infared camera which was positioned outside the residence to monitor traffic to and from the exterior of the residence.

As the exterior of the residence was searched, Sgt. Dellatorre located a ladder at the South side exterior of the residence, when he looked up he observed what appeared to a white plastic box on the roof hanging over the roof line. The box was recovered from the roof, and inside were the following items.

23 Trazodone pills, 2 Augmentin pills, 18 Darvoset pills, 47 Xanax pills, 45 Oxycodone pills, 2 1/2 Viagra pills, 55 Methadone pills. None of the aforementioned pills were in script bottles, they were all contained inside of individual plastic bags. There was no prescription information located throughout the residence to indicate that the defendant was authorized to be in possession of such medication. A capias for Benjamin Franklin Williams was filed in reference to possession of cocaine with intent to sell. I conducted all field tests, and all items seized were secured in the Cocoa Police Department property and evidence room. The residence was secured as much as possible, prior to officers of the Cocoa Police Department leaving the scene. Copies of the search warrant and propertyreceipts indicating that items were seized, were placed in the main living room area on a table. City of Cocoa Code Enforcement was summoned to the scene in reference to raw sewage on the property, the residence was deemed unsafe by Code Enforcement and was conspicuously posted as such.

Status of this case: this case is cleared by the arrest of the suspects, and a capias was filed with the State Attorney's Office for Mr. Williams.

SWORN TO AND SUBSCRIBED BEFORE ME, THE UNDERSIGNED AUTHORITY THIS 29 DAY OF Nov, 2007.
SIGNATURE
X
NOTARY/LAW ENFORCEMENT OFFICER IN PERFORMANCE OF OFFICIAL DUTIES.

Admin	Officer Reporting:	ID Number/Unit:	Date:	Related Report #:	Assigned To:	Supervisor:	Page
	Agt.Burgan	50/SIU	11/29/07		SAO	Sgt. S.C. Sanders	Page 1 of 1

Form # CPD – 9a (06/2004)

Since 1974

Sun Plumbing

Sun Septic · Dean's Septic

Service Call Invoice

P.O. BOX 549 • MELBOURNE, FL 32902-0549
(321) 725-2460 or (321) 453-2808
LIC. #CFC057934 • LIC. #CFCA57934
LIC. #CFC1427254

Dispatch #: 41162

Date: 1/23/08

Service Professional: M. Tillman

Job Name & Address	Billing Name & Address (if different):
Name:	Name: Hough Brothers
Address: 903 Kensington Dr.	Address:
City/State: Cocoa, FL. 32922	City/State:
Phone #: 321-749-6267	Phone #:

Job Task #1: Pumped out 2500 gal septic tank

SDS — 100 — 1.5	Septic Pump out	$ 195.00

Job Task #2:

— —		$

Job Task #3:

— —		$

Job Task #4:

— —		$

Comments:

I hereby authorized Sun Plumbing/Dean's Septic to perform the above described work. I agree to pay for all work, goods, and services received and hereby further authorize Sun Plumbing/Dean's Septic to bill any of my credit card(s) for the goods and for services being provided, and I agree to perform the obligations set forth in the applicable card holder agreement with the credit card user - maximum interest and charges thereafter.

SIGNATURE X N/A

*Materials and workmanship on repairs and drain cleaning to be warrantied for 90 days unless otherwise specified by Service Professional.

☐ Warranty ☑ No Warranty—Reason: Pump Out

*Material and workmanship on replacement items and/or major repipes to be warrantied for 1 year unless otherwise specified by service professional.

☐ Warranty ☐ No Warranty—Reason: ~~~

Subtotal	$ 195.00
Miscellaneous	
Total Amount Due	$ 195.00
Payment received: Yes ____ No X	

Billable Call

☐ *Owner supplied materials are not warrantied by Sun Plumbing/Dean's Septic. Note: If for any reason, owner supplied materials are defective, Sun Plumbing/Dean's Septic will charge normal rates as applied to type of service for removal and replacement of defective parts.
I, as the owner, have read the above disclosure and authorize Sun Plumbing/Dean's Septic to proceed with work. Signature: ~~~

I hereby acknowledge the above services to be Complete and in Satisfactory condition and I agree to pay in full the total amount due. If collection action becomes necessary, the undersigned acknowledges and agrees that he/she will be responsible for paying all attorney's fees and costs incurred by the contractor in collecting the outstanding balance regardless of whether it becomes necessary to seek court intervention.

Signature: N/A Date: 1/23/08



View All Case Text

Case Number: **08-00000290** Address: **903 KENSINGTON DR**

Below is a display of all the narrative which has been entered specific to this case.

Case narrative
Time Stamp: 03/19/2008 02:17 PM COCOCWB ----------
While on patrol I observed the subject property had discarded building material, broken windows, high grass and weeds, accumulation of junk, trash and debris.
April 18, 2017 9:44:04 AM cocormu.
Fees were not entered into Naviline back in 2008, I am updating this case to reflect the running lien amount. I will have an officer verify it the property is still in violation as of today.
April 18, 2017 3:44:44 PM cocormu.
Officer Mack verified that property is in compliance, photos provided.

Violation comments
Ch. 6 Sec. 6-900 (b)(4) a-c - Voluntary Compliance
I observed at subject property the windows had been broken and needs to be repaired as per requirements of the city

*Error Voluntary Compliance
I observed at the subject property that there is an accumulation of wood, carparts and junk, please remove all noxious matter from property as per requirements of the city code within time given in this notice.

Ch. 6 Sec 6-900(b)(7) - Voluntary Compliance
While on my initial inspection I observed the front windows broke with easy access to inside the structure, please repair the window so that the building becomes secure as per requirements of the city code within time given in this notice.

Ch. 6 Sec 6-1001(d) - Voluntary Compliance
While on my initial inspection I observed the high grass and weeds throughout the property, please mow and cut grass and weeds as per requirements of the city code within time given in this notice.

Inspection comments
001 - Initial Inspection
Results status - INSPECTION COMPLETED
Time Stamp: 03/19/2008 02:19 PM COCOCWB ----------
While on my initial inspection I observed at the subject property broken windows, unsecure structure, storing junk, high grass and weeds, and accumulation of junk, trash, and debris.

002 - Re-Inspection
Results status - INSPECTION COMPLETED
Time Stamp: 04/02/2008 08:18 AM COCOCWB ----------
While on reinspection of property I observed that the violations are still existant, and no attempt for contact from property owner has been made, therefore I am sending the property owner to the code board.

003 - Re-Inspection
Results status - INSPECTION COMPLETED
Time Stamp: 05/06/2008 08:46 AM COCOCWB ----------
While on reinspection of subject property I observed that the property is still in noncompliance with the city code.

004 - Re-Inspection
Results status - INSPECTION COMPLETED
Time Stamp: 07/01/2008 12:03 PM COCOCWB ----------
While on reinspection of subject property I observed that the said violations were in noncom-pliance.

Board meeting comments
001 - Code Board Meeting
After presenting the case before the board on April 17, 2008, and the board ordered to correct said violations or a fine of $100/day/violation will occur. After reinspection of subject property I observed that the violations still exist and I brought it bakc to the board for noncompliance on May 15, 2008 and the board found the property in noncompliance.

CODE ENFORCEMENT BOARD
CITY OF COCOA, FLORIDA
CASE NO: 08-00000290
CERTIFIED MAIL: 70063450000300593597

May 16, 2008

Complainant

THE CITY OF COCOA,
A Florida municipal Corporation

Respondent(s)

Benjamin F Williams
903 Kensington Dr
Cocoa, FL 32922

CFN 2008098589, OR BK 5865 Page 6127,
Recorded 05/21/2008 at 04:16 PM, Scott Ellis, Clerk of
Courts, Brevard County
Pgs:1

VS.

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

THIS CAUSE came on for public hearing before the board on April 17, 2008, after due notice of Respondent(s), at which time the Board heard testimony under oath, received evidence, and issued its Findings of Fact, conclusions of Law and Order and thereupon issued its oral Order which was reduced to writing and furnished to Respondent(s).
Said Order required Respondent(s) to take certain corrective action by certain time, as more specifically set forth in that Order dated April 17, 2008
Accordingly, it having been brought to the Board's attention on May 15, 2008 , That Respondent(s) have not complied with the Order dated April 17, 2008, it is hereby ORDERED that Respondent(s) pay to the City of Cocoa a fine in the amount of One Hundred Dollars ($100.00) per day , per violation for each and every day the violation(s) exists and continues to exist at 903 Kensington Dr, described as: Parcel ID 24-36-20-BV-00000.0-0074.00

After May 2, 2008, which was the day after the date previously set by the Board's Order for compliance, or date of re-occurrence. This order may be recorded in the Public Records of Brevard County, Florida and shall constitute a lien against and upon any real or personal property owned by the Respondent(s) pursuant to Sections 162.08 and 162.09, Florida Statutes.

DONE AND ORDERED this 16th day of May, 2008, at City of Cocoa , Florida.

CODE ENFORCEMENT BOARD OF CITY OF COCOA, BREVARD COUNTY, FLORIDA

Jim Gifford

Chairman of Board

Invoice

FLETCHER'S HAULING, INC.

1950 Flashy Lane
Malabar, FL 32950
Office 725-2329
Cell 750-3416

INVOICE #
20080413

DATE
5/29/2008

BILL TO:

Hough Brothers Inc.
1950 Palm Bay Road NE
Palm Bay, FL 32905

DATES	JOB LOCATION AND DISCRIPTION	TRK/EQ #	LOADS/TONS	RATE	AMOUNT
	All Charges are for trailer/roll-offs used in roof tear-offs at the following locations:				
Apr 30-May 03	845 Forest Dr., Titusville	C-18/15	1	135.00	135.00
May 16-19, 2008	903 Kensington, Cocoa	C-18	1	145.00	145.00

POSTED
Date: 6/6/08

Thank you for your business.

Total $280.00

Paid 6/6/08
#15083

Law Office of
Jack D. Hendren, P.A.

Jack D. Hendren, Esq
Elise Carew, Paralegal
Sara Hendren, Legal Assistant

1015-B South Florida Avenue
Rockledge, Florida 32955

Telephone (321) 631-7100
Fax (321) 631-5006

February 18, 2010

Charles V. Hough, Sr.
1112 Citrus Avenue, NE
Palm Bay, FL 32905

Re: Hough vs. Williams, etal

Dear Mr. Hough:

I have enclosed the original Certificate of Title to the property located at 903 Kensington Avenue, Cocoa, Florida 32922. This has been recorded and returns the property to you.

I want to apologize for the delay in this case. I was assigned to it later in the case and tried to take care of it as quick as possible. If there are any questions, please do not hesitate to call me at 321-631-7100.

Thank you,

Denise Kelley

Denise H. Kelley,
Legal Assistant to Mr. Hendren

enclosures

CFN 2010013036, OR BK 6101 PAGE 1246,
Recorded 01/25/2010 at 10:35 AM, Scott Ellis, Clerk of Courts, Brevard County
Doc D: $0.70 # Pgs:1

IN THE CIRCUIT COURT IN AND FOR BREVARD COUNTY, FLORIDA
CIVIL

Case No. 05-2008-CA-018144-XXXX-XX

CHARLES V. HOUGH, SR.,
Plaintiff,

vs.

SPACE FOR RECORDING ONLY per F.S. Section.695.26

BENJAMIN F. WILLIAMS; JAMES M. WILLIAMS; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANTS WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS; TENANT #1, TENANT #2 AND TENANT #3, the names being fictitious to account for parties in possession,
Defendants.

CERTIFICATE OF TITLE

The undersigned, **SCOTT ELLIS, Clerk of the Court**, hereby certifies that a Certificate of Sale has been executed and filed in this action on January 11, 2010, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following described real property located in Brevard County, Florida:

Lot 74, COCOA HILLS, according to plat recorded in Plat Book 11, Page 38, of the Public Records of Brevard County, Florida.
(Tax Parcel ID #24-36-20-BV-00000.0-0074.00)

was sold to:

Charles V. Hough, Sr.
c/o Jack D. Hendren PA
1015-B South Florida Ave
Rockledge, FL 32955

FILED FOR RECORD
2010 JAN 22 A 11:37
SCOTT ELLIS

WITNESS my hand and the seal of the Court this January 22, 2010.

SCOTT ELLIS, Clerk

By _____
As Deputy Clerk

STATE OF FLORIDA, COUNTY OF BREVARD
I HEREBY CERTIFY that the above and foregoing is a true copy of the original filed in this
SCOTT ELLIS, Clerk Circuit and County Court
DATED 1-28-10 BY _____

Case # 05-2008-CA-018144-XXXX-XX
Document Page # 26
015308590

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2007 PAID INDIVIDUAL TAX CERTIFICATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2415799		23D0

Pay your taxes online at www.brevardtc.com

PAYMENT MUST BE MADE BY CASH, CASHIER'S CHECK, MONEY ORDER, OR CREDIT CARD.

HOUGH, CHARLES V SR
C/O JACK O HENDREN PA
5575 S US HIGHWAY 1
ROCKLEDGE, FL 32955-5624

903 KENSINGTON DR

24 3620BV 74
903 KENSINGTON DR
COCOA HILLS SUBD
COCOA
LOT 74

Certificate Issued: 2008

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.6440	101,000	0	101,000	368.04
BREVARD LIBRARY DISTRICT	0.4699	101,000	0	101,000	47.46
BREVARD MOSQUITO CONTROL	0.1710	101,000	0	101,000	17.27
RECREATION DISTRICT 4 - MAINT	0.3947	101,000	0	101,000	39.86
TI-CO AIRPORT AUTHORITY	0.0000	101,000	0	101,000	0.00
SCHOOL - BY STATE LAW	4.8330	101,000	0	101,000	488.13
SCHOOL - BY LOCAL BOARD	0.6980	101,000	0	101,000	70.50
SCHOOL - CAPITAL OUTLAY	2.0000	101,000	0	101,000	202.00
CITY OF COCOA	4.4891	101,000	0	101,000	453.40
ST JOHNS RIVER WATER MGMT DST	0.4158	101,000	0	101,000	42.00
FLA INLAND NAVIGATION DIST	0.0345	101,000	0	101,000	3.48
ENV END LD/WTR LTD 05-24	0.0330	101,000	0	101,000	3.33
ENV END LD/WTR (DBTP) 05-24	0.0988	101,000	0	101,000	9.98
ENV ENDANG LAND (DBTP) 91-10	0.1679	101,000	0	101,000	16.96
ENV ENDANG LD ACQ 91-10	0.0364	101,000	0	101,000	3.68

TOTAL MILLAGE	17.4861	AD VALOREM TAXES	$1,766.09

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
158 SOLID WASTE DISPOSAL		57.00
167 FIRE SERVICES - COCOA		60.00

PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS	$117.00

Face: 2,055.06 Rate: 4.25%	Cert #3802 Bidder #3820	If Received By Please Pay	Feb 27, 2009 $2,164.06		

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2007 PAID INDIVIDUAL TAX CERTIFICATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2415799		23D0

Pay your taxes online at www.brevardtc.com

PAYMENT MUST BE MADE BY CASH, CASHIER'S CHECK, MONEY ORDER, OR CREDIT CARD.

RETURN WITH PAYMENT

HOUGH, CHARLES V SR
C/O JACK O HENDREN PA
5575 S US HIGHWAY 1
ROCKLEDGE, FL 32955-5624

PAYING ONLINE VIA E-CHECK IS FREE

"PAY ONLINE, NOT IN LINE"

Certificate Issued: 2008

PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

Face: 2,055.06 Rate: 4.25%	Cert #3802 Bidder #3820	If Received By Please Pay	Feb 27, 2009 $2,164.06		

02/09/2009 **Receipt # 2009-1952862** **$2,164.06 Paid By HOUGH ELAYNE**

Paid

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2008 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2415799		23D0

Pay your taxes online at www.brevardtc.com

HOUGH, CHARLES V SR
C/O JACK O HENDREN PA
5575 S US HIGHWAY 1
ROCKLEDGE, FL 32955-5624

903 KENSINGTON DR

24 3620BV 74
903 KENSINGTON DR
COCOA HILLS SUBD
COCOA
LOT 74

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.7193	85,200	0	85,200	316.88
BREVARD LIBRARY DISTRICT	0.4421	85,200	0	85,200	37.67
BREVARD MOSQUITO CONTROL	0.1827	85,200	0	85,200	15.57
RECREATION DISTRICT 4 - MAINT	0.3725	85,200	0	85,200	31.74
TI-CO AIRPORT AUTHORITY	0.0000	85,200	0	85,200	0.00
SCHOOL - BY STATE LAW	5.2270	85,200	0	85,200	445.34
SCHOOL - BY LOCAL BOARD	0.6840	85,200	0	85,200	58.28
SCHOOL - CAPITAL OUTLAY	1.7500	85,200	0	85,200	149.10
CITY OF COCOA	4.4891	85,200	0	85,200	382.47
ST JOHNS RIVER WATER MGMT DST	0.4158	85,200	0	85,200	35.43
FLA INLAND NAVIGATION DIST	0.0345	85,200	0	85,200	2.94
ENV END LD/WTR LTD 05-24	0.0311	85,200	0	85,200	2.65
ENV END LD/WTR (DBTP) 05-24	0.0988	85,200	0	85,200	8.42
ENV ENDANG LAND (DBTP) 91-10	0.1679	85,200	0	85,200	14.31
ENV ENDANG LD ACQ 91-10	0.0343	85,200	0	85,200	2.92

TOTAL MILLAGE	17.6491	AD VALOREM TAXES	$1,503.72

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
158 SOLID WASTE DISPOSAL		57.00
167 FIRE SERVICES - COCOA		60.00

PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS	$117.00

If Paid By	Nov 30, 2008				
Please Pay	$1,555.89				

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2008 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2415799		23D0

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RETURN WITH PAYMENT

HOUGH, CHARLES V SR
C/O JACK O HENDREN PA
5575 S US HIGHWAY 1
ROCKLEDGE, FL 32955-5624

PAYING ONLINE VIA E-CHECK IS FREE

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PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Paid By	Nov 30, 2008				
Please Pay	$1,555.89				

11/25/2008 **Receipt # 2009-1701911** **$1,555.89 Paid By HOUGH, ELAYNE A.**

Paid

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2009 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2415799		23D0

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HOUGH, CHARLES V SR
C/O JACK O HENDREN PA
5575 S US HIGHWAY 1
ROCKLEDGE, FL 32955-5624

903 KENSINGTON DR

24 3620BV 74
903 KENSINGTON DR
COCOA HILLS SUBD
COCOA
LOT 74

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	3.7161	63,930	0	63,930	237.57
BREVARD LIBRARY DISTRICT	0.4421	63,930	0	63,930	28.26
BREVARD MOSQUITO CONTROL	0.1589	63,930	0	63,930	10.16
RECREATION DISTRICT 4 - MAINT	0.3725	63,930	0	63,930	23.81
TI-CO AIRPORT AUTHORITY	0.0000	63,930	0	63,930	0.00
SCHOOL - BY STATE LAW	5.1890	63,930	0	63,930	331.73
SCHOOL - BY LOCAL BOARD	0.9980	63,930	0	63,930	63.80
SCHOOL - CAPITAL OUTLAY	1.5000	63,930	0	63,930	95.90
CITY OF COCOA	4.4891	63,930	0	63,930	286.99
ST JOHNS RIVER WATER MGMT DST	0.4158	63,930	0	63,930	26.58
FLA INLAND NAVIGATION DIST	0.0345	63,930	0	63,930	2.21
ENV END LD/WTR LTD 05-24	0.0311	63,930	0	63,930	1.99
ENV END LD/WTR LTD(DBTP) 05-24	0.0988	63,930	0	63,930	6.32
ENV END LAND ACQ (DBTP) 91-10	0.0420	63,930	0	63,930	2.69
ENV ENDANG LD ACQ 91-10	0.0321	63,930	0	63,930	2.05

TOTAL MILLAGE	17.5200	AD VALOREM TAXES	$1,120.06

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
158 SOLID WASTE DISPOSAL		57.00
167 FIRE SERVICES - COCOA		60.00

PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS	$117.00

If Paid By	Nov 30, 2009				
Please Pay	$1,187.58				

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2009 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2415799		23D0

Pay your taxes online at www.brevardtc.com

RETURN WITH PAYMENT

HOUGH, CHARLES V SR
C/O JACK O HENDREN PA
5575 S US HIGHWAY 1
ROCKLEDGE, FL 32955-5624

PAYING ONLINE VIA E-CHECK IS FREE

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PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Paid By	Nov 30, 2009				
Please Pay	$1,187.58				

11/25/2009 **Receipt # 2010-1902248** **$1,187.58 Paid By HOUGH, ELAYNE A**

Paid

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2010 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2415799		23D0

Pay your taxes online at www.brevardtc.com

HOUGH, CHARLES V SR
C/O JACK O HENDREN PA
5575 S US HIGHWAY 1
ROCKLEDGE, FL 32955-5624

903 KENSINGTON DR

24 3620BV 74
903 KENSINGTON DR
COCOA HILLS SUBD
COCOA
LOT 74

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	4.2717	51,150	0	51,150	218.50
BREVARD LIBRARY DISTRICT	0.5097	51,150	0	51,150	26.07
BREVARD MOSQUITO CONTROL	0.1832	51,150	0	51,150	9.37
RECREATION DISTRICT 4 - MAINT	0.4122	51,150	0	51,150	21.08
TI-CO AIRPORT AUTHORITY	0.0000	51,150	0	51,150	0.00
SCHOOL - BY STATE LAW	5.1550	51,150	0	51,150	263.68
SCHOOL - BY LOCAL BOARD	0.9980	51,150	0	51,150	51.05
SCHOOL - CAPITAL OUTLAY	1.5000	51,150	0	51,150	76.73
CITY OF COCOA	4.9662	51,150	0	51,150	254.02
ST JOHNS RIVER WATER MGMT DST	0.4158	51,150	0	51,150	21.27
FLA INLAND NAVIGATION DIST	0.0345	51,150	0	51,150	1.76
ENV END LD/WTR LTD 05-24	0.0359	51,150	0	51,150	1.84
ENV END LD/WTR LTD(DBTP) 05-24	0.1300	51,150	0	51,150	6.65
ENV END LAND ACQ (DBTP) 91-10	0.0574	51,150	0	51,150	2.94
ENV ENDANG LD ACQ 91-10	0.0370	51,150	0	51,150	1.89

TOTAL MILLAGE	18.7066	AD VALOREM TAXES	$956.85

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
158 SOLID WASTE DISPOSAL		57.00
167 FIRE SERVICES - COCOA		70.39

PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS	$127.39

If Paid By	Nov 30, 2010				
Please Pay	$1,040.87				

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2010 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2415799		23D0

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RETURN WITH PAYMENT

HOUGH, CHARLES V SR
C/O JACK O HENDREN PA
5575 S US HIGHWAY 1
ROCKLEDGE, FL 32955-5624

PAYING ONLINE VIA E-CHECK IS FREE

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PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Paid By	Nov 30, 2010				
Please Pay	$1,040.87				

11/23/2010 **Receipt # 2011-1602640** **$1,040.87 Paid By HANAVAN, BECKY LYNN**

Paid

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2011 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2415799		23D0

Pay your taxes online at www.brevardtc.com

HOUGH, CHARLES V SR
C/O JACK O HENDREN PA
5575 S US HIGHWAY 1
ROCKLEDGE, FL 32955-5624

903 KENSINGTON DR

24 3620BV 74
903 KENSINGTON DR
COCOA HILLS SUBD
COCOA
LOT 74

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	4.9063	42,070	0	42,070	206.41
BREVARD LIBRARY DISTRICT	0.5986	42,070	0	42,070	25.18
BREVARD MOSQUITO CONTROL	0.2151	42,070	0	42,070	9.05
RECREATION DISTRICT 4 - MAINT	0.4696	42,070	0	42,070	19.76
SCHOOL - BY STATE LAW	5.6140	42,070	0	42,070	236.18
SCHOOL - BY LOCAL BOARD	0.9980	42,070	0	42,070	41.99
SCHOOL - CAPITAL OUTLAY	1.5000	42,070	0	42,070	63.11
CITY OF COCOA	5.5813	42,070	0	42,070	234.81
ST JOHNS RIVER WATER MGMT DST	0.3313	42,070	0	42,070	13.94
FLA INLAND NAVIGATION DIST	0.0345	42,070	0	42,070	1.45
ENV END LD/WTR LTD 05-24	0.0422	42,070	0	42,070	1.78
ENV END LD/WTR LTD(DBTP) 05-24	0.1577	42,070	0	42,070	6.63

TOTAL MILLAGE	20.4486	AD VALOREM TAXES	$860.29

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
158 SOLID WASTE DISPOSAL		57.00
167 FIRE SERVICES - COCOA		83.75

PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS	$140.75

If Paid By	Nov 30, 2011				
Please Pay	$961.00				

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2011 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2415799		23D0

Pay your taxes online at www.brevardtc.com

RETURN WITH PAYMENT

HOUGH, CHARLES V SR
C/O JACK O HENDREN PA
5575 S US HIGHWAY 1
ROCKLEDGE, FL 32955-5624

PAYING ONLINE VIA E-CHECK IS FREE

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PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Paid By	Nov 30, 2011				
Please Pay	$961.00				

11/14/2011 **Receipt # 2012-7008304** **$961.00 Paid By CHARLES V HOUGH SR**

Paid

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2012 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2415799		23D0

Pay your taxes online at www.brevardtc.com

HOUGH, CHARLES V SR
C/O JACK O HENDREN PA
5575 S US HIGHWAY 1
ROCKLEDGE, FL 32955-5624

903 KENSINGTON DR

24 3620BV 74
903 KENSINGTON DR
COCOA HILLS SUBD
COCOA
LOT 74

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	4.9063	35,680	0	35,680	175.06
BREVARD LIBRARY DISTRICT	0.5986	35,680	0	35,680	21.36
BREVARD MOSQUITO CONTROL	0.2151	35,680	0	35,680	7.67
RECREATION DISTRICT 4 - MAINT	0.4696	35,680	0	35,680	16.76
SCHOOL - BY STATE LAW	5.5980	35,680	0	35,680	199.74
SCHOOL - BY LOCAL BOARD	0.9980	35,680	0	35,680	35.61
SCHOOL - CAPITAL OUTLAY	1.5000	35,680	0	35,680	53.52
CITY OF COCOA	5.9811	35,680	0	35,680	213.41
ST JOHNS RIVER WATER MGMT DST	0.3313	35,680	0	35,680	11.82
FLA INLAND NAVIGATION DIST	0.0345	35,680	0	35,680	1.23
ENV END LD/WTR LTD 05-24	0.0422	35,680	0	35,680	1.51
ENV END LD/WTR LTD(DBTP) 05-24	0.1577	35,680	0	35,680	5.63

TOTAL MILLAGE	20.8324	AD VALOREM TAXES	$743.32

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
158 SOLID WASTE DISPOSAL		57.00
167 FIRE SERVICES - COCOA		83.75

PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS	$140.75

If Paid By	Nov 30, 2012				
Please Pay	$848.71				

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2012 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2415799		23D0

Pay your taxes online at www.brevardtc.com

RETURN WITH PAYMENT

HOUGH, CHARLES V SR
C/O JACK O HENDREN PA
5575 S US HIGHWAY 1
ROCKLEDGE, FL 32955-5624

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PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Paid By	Nov 30, 2012				
Please Pay	$848.71				

11/09/2012 **Receipt # 2013-7009397** **$848.71 Paid By HOUGH, ELAYNE A**

Paid

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2013 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2415799		23D0

Pay your taxes online at www.brevardtc.com

HOUGH, CHARLES V SR
5575 S US HIGHWAY 1
ROCKLEDGE, FL 32955-5624

903 KENSINGTON DR

24 3620BV 74
903 KENSINGTON DR
COCOA HILLS SUBD
COCOA
LOT 74

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	4.8239	35,110	0	35,110	169.37
BREVARD LIBRARY DISTRICT	0.5896	35,110	0	35,110	20.70
BREVARD MOSQUITO CONTROL	0.2119	35,110	0	35,110	7.44
RECREATION DISTRICT 4 - MAINT	0.4587	35,110	0	35,110	16.10
SCHOOL - BY STATE LAW	5.3580	35,110	0	35,110	188.12
SCHOOL - BY LOCAL BOARD	0.7480	35,110	0	35,110	26.26
SCHOOL - CAPITAL OUTLAY	1.5000	35,110	0	35,110	52.67
CITY OF COCOA	5.9811	35,110	0	35,110	210.00
ST JOHNS RIVER WATER MGMT DST	0.3283	35,110	0	35,110	11.53
FLA INLAND NAVIGATION DIST	0.0345	35,110	0	35,110	1.21
ENV END LD/WTR LTD 05-24	0.0566	35,110	0	35,110	1.99
ENV END LD/WTR LTD(DBTP) 05-24	0.1159	35,110	0	35,110	4.07

TOTAL MILLAGE	20.2065	AD VALOREM TAXES	$709.46

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
158 SOLID WASTE DISPOSAL		57.00
167 FIRE SERVICES - COCOA		112.48

PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS	$169.48

If Paid By	Nov 30, 2013				
Please Pay	$843.78				

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2013 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2415799		23D0

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RETURN WITH PAYMENT

HOUGH, CHARLES V SR
5575 S US HIGHWAY 1
ROCKLEDGE, FL 32955-5624

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If Paid By	Nov 30, 2013				
Please Pay	$843.78				

11/13/2013 **Receipt # 2014-7008815** **$843.78 Paid By HANAVAN, CHARLES**

Paid

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2014 PAID REAL ESTATE **Corrected**

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2415799		23D0

Pay your taxes online at www.brevardtc.com

HOUGH, CHARLES V SR
C/O JACK O HENDREN PA
5575 S US HIGHWAY 1
ROCKLEDGE, FL 32955-5624

903 KENSINGTON DR

24 3620BV 74
903 KENSINGTON DR
COCOA HILLS SUBD
COCOA
LOT 74

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	4.6814	34,160	0	34,160	159.92
BREVARD LIBRARY DISTRICT	0.5720	34,160	0	34,160	19.54
BREVARD MOSQUITO CONTROL	0.2055	34,160	0	34,160	7.02
RECREATION DISTRICT 4 - MAINT	0.5505	34,160	0	34,160	18.81
TI-CO AIRPORT AUTHORITY	0.0000		0	0	0.00
SCHOOL - BY STATE LAW	5.0910	34,160	0	34,160	173.91
SCHOOL - BY LOCAL BOARD	0.7480	34,160	0	34,160	25.55
SCHOOL - CAPITAL OUTLAY	1.5000	34,160	0	34,160	51.24
CITY OF COCOA	5.9790	34,160	0	34,160	204.24
ST JOHNS RIVER WATER MGMT DST	0.3164	34,160	0	34,160	10.81
FLA INLAND NAVIGATION DIST	0.0345	34,160	0	34,160	1.18
ENV END LD/WTR LTD 05-24	0.0558	34,160	0	34,160	1.91
ENV END LD/WTR LTD(DBTP) 05-24	0.1163	34,160	0	34,160	3.97

TOTAL MILLAGE	19.8504	AD VALOREM TAXES	$678.10

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
158 SOLID WASTE DISPOSAL		57.00
167 FIRE SERVICES - COCOA		139.43

PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS	$196.43

If Paid By	Nov 30, 2014				
Please Pay	$839.55				

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2014 PAID REAL ESTATE **Corrected**

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2415799		23D0

Pay your taxes online at www.brevardtc.com

RETURN WITH PAYMENT

HOUGH, CHARLES V SR
C/O JACK O HENDREN PA
5575 S US HIGHWAY 1
ROCKLEDGE, FL 32955-5624

PAYING ONLINE VIA E-CHECK IS FREE

"PAY ONLINE, NOT IN LINE"

PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Paid By	Nov 30, 2014				
Please Pay	$839.55				

11/19/2014 **Receipt # 603-15-00000918** **$839.55 Paid By HOUGH, ELAYNE A**

Paid

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2015 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2415799		23D0

Pay your taxes online at www.brevardtc.com

HOUGH, CHARLES V SR
C/O JACK O HENDREN PA
5575 S US HIGHWAY 1
ROCKLEDGE, FL 32955-5624

903 KENSINGTON DR

24 3620BV 74
903 KENSINGTON DR
COCOA HILLS SUBD
COCOA
LOT 74

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	4.5497	35,730	0	35,730	162.56
BREVARD LIBRARY DISTRICT	0.5555	35,730	0	35,730	19.85
BREVARD MOSQUITO CONTROL	0.1995	35,730	0	35,730	7.13
RECREATION DISTRICT 4 - MAINT	0.6281	35,730	0	35,730	22.44
TI-CO AIRPORT AUTHORITY	0.0000		0	0	0.00
SCHOOL - BY STATE LAW	5.0270	35,730	0	35,730	179.61
SCHOOL - BY LOCAL BOARD	0.7480	35,730	0	35,730	26.73
SCHOOL - CAPITAL OUTLAY	1.5000	35,730	0	35,730	53.60
CITY OF COCOA	5.9790	35,730	0	35,730	213.63
ST JOHNS RIVER WATER MGMT DST	0.3023	35,730	0	35,730	10.80
FLA INLAND NAVIGATION DIST	0.0320	35,730	0	35,730	1.14
ENV END LD/WTR LTD 05-24	0.0543	35,730	0	35,730	1.94
ENV END LD/WTR LTD(DBTP) 05-24	0.1102	35,730	0	35,730	3.94

TOTAL MILLAGE	19.6856	AD VALOREM TAXES	$703.37

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
158 SOLID WASTE DISPOSAL		57.00
167 FIRE SERVICES - COCOA		188.32

PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS	$245.32

If Paid By	Nov 30, 2015				
Please Pay	$910.74				

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2015 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2415799		23D0

Pay your taxes online at www.brevardtc.com

RETURN WITH PAYMENT

HOUGH, CHARLES V SR
C/O JACK O HENDREN PA
5575 S US HIGHWAY 1
ROCKLEDGE, FL 32955-5624

PAYING ONLINE VIA E-CHECK IS FREE

"PAY ONLINE, NOT IN LINE"

PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Paid By	Nov 30, 2015				
Please Pay	$910.74				

11/13/2015 **Receipt # 617-16-00000355** **$910.74 Paid By ELAYNE A HOUGH**

Paid

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2016 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2415799		23D0

Pay your taxes online at www.brevardtc.com

HOUGH, CHARLES V SR
C/O JACK O HENDREN PA
5575 S US HIGHWAY 1
ROCKLEDGE, FL 32955-5624

903 KENSINGTON DR

COCOA HILLS SUBD LOT 74

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAXES LEVIED
COUNTY GENERAL FUND	4.3631	39,300	0	39,300	171.47
BREVARD LIBRARY DISTRICT	0.5232	39,300	0	39,300	20.56
BREVARD MOSQUITO CONTROL	0.2067	39,300	0	39,300	8.12
RECREATION DISTRICT 4 - MAINT	0.7200	39,300	0	39,300	28.30
TI-CO AIRPORT AUTHORITY	0.0000		0	0	0.00
SCHOOL - BY STATE LAW	4.6680	42,010	0	42,010	196.10
SCHOOL - BY LOCAL BOARD	0.7480	42,010	0	42,010	31.42
SCHOOL - CAPITAL OUTLAY	1.5000	42,010	0	42,010	63.02
CITY OF COCOA	5.9790	39,300	0	39,300	234.97
ST JOHNS RIVER WATER MGMT DST	0.2885	39,300	0	39,300	11.34
FLA INLAND NAVIGATION DIST	0.0320	39,300	0	39,300	1.26
ENV END LD/WTR LTD 05-24	0.0582	39,300	0	39,300	2.29
ENV END LD/WTR LTD(DBTP) 05-24	0.1036	39,300	0	39,300	4.07

TOTAL MILLAGE	19.1903	AD VALOREM TAXES	$772.92

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT
156 SOLID WASTE COLLECTION		0.00
158 SOLID WASTE DISPOSAL		57.00
167 FIRE SERVICES - COCOA		193.16

PAY ONLY ONE AMOUNT IN BOXES BELOW	NON-AD VALOREM ASSESSMENTS	$250.16

If Paid By	Nov 30, 2016				
Please Pay	$982.16				

LISA CULLEN, CFC

BREVARD COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2016 PAID REAL ESTATE

TAX ACCOUNT NUMBER	ESCROW CD	MILLAGE CODE
2415799		23D0

Pay your taxes online at www.brevardtc.com

RETURN WITH PAYMENT

HOUGH, CHARLES V SR
C/O JACK O HENDREN PA
5575 S US HIGHWAY 1
ROCKLEDGE, FL 32955-5624

PAYING ONLINE VIA E-CHECK IS FREE

"PAY ONLINE, NOT IN LINE"

PLEASE PAY IN U.S. FUNDS THROUGH U.S. BANK TO BREVARD COUNTY TAX COLLECTOR, PO BOX 2500, TITUSVILLE, FL 32781-2500

If Paid By	Nov 30, 2016				
Please Pay	$982.16				

11/18/2016 **Receipt # 612-17-00000674** **$982.16 Paid By HOUGH, ELAYNE**

Paid

A Great Plumber Inc

Danny Spangler-Master Plumber

3206 S Hopkins Ave #64
Titusville FL 32780

Florida #CFC 1425810
321-543-4660

Statement Submitted To:
Hough Brothers Inc
725-2995 Fax 768-1708

Statement For:

903 Kensington
Cocoa Fl

March 26 2010

Supply and Install New 40 Gal Elect A O Smith Hot Water Heat
with 2-Valves for Washer
Labor and Material---------- $495.00

Please Make Check Payable to,
A Great Plumber Inc.-for $495.00
Thank you

Pd ck#5741

Weirich Air

AIR CONDITIONING and HEATING SPECIALISTS

PROPOSAL SUBMITTED TO:

NAME: Charles Hough

STREET: 1950 Palm Bay Rd NE

CITY: Palm Bay STATE: FL

ZIP: 32780

Phone: 321-749-6263 Date: 8/20/10
Fax/email: 321-768-1708
Cell: 321-749-6263
JOB NAME: Same

STREET: 903 Kensington Dr

CITY: Cocoa STATE: FL

ZIP: 32922

We hereby submit specifications and estimate for:
Installation of a used 2 ½ ton 10kw Heil split system; includes refrigerant lines, 6-supply vents connected with flex ducting, a/c equipment wiring, metal air handler stand with filter and preformed pad.
*Permit price not included in price.

$2890.00
Tax +173.40
Total before permit $ 3063.40

Warranty: Ninety days for used unit. Warranty repairs during normal business hours.

** For new 3 ton 10 kw Payne 13 SEER split system with same materials:

$ 4147.00
Tax +248.82
Total before permit $ 4395.82

New unit

Warranty: Ten year parts one year labor. Warranty repairs during normal business hours.

We hereby propose to furnish labor and materials-complete in accordance with the above specifications. Used unit before permit for the sum of: Three thousand sixty-three dollars and forty cents/ $3063.40
**New Payne unit before permit for the sum of: Four thousand three hundred ninety-five dollars and eighty-two cents/ $4395.82

With payment to be made as follow: One-half down, balance due on completion of job.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. This proposal subject to acceptance within 30-day s and is void thereafter at the option of the undersigned.

Authorized signature _____ Date 8/20/10

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. A finance charge of 1.5% per month will be added to any past due amounts. Should it become necessary for Weirich Air to institute Collection or legal proceedings against buyer to collect this debt, Weirich Air shall be entitled to recover form buyer any collection or attorney fees and cost of suit.

ACCEPTED:

Signature Charles Hough Date 8/27/10

Printed Name Charles Hough

P O Box 720669 * Orlando, Florida 32872 * (407) 425-3423 * FAX (407) 423-2029
1865 Barrett Drive * Rockledge, Florida 32955 * (321) 632-9538 * 1-800-423-7424*FAX (321) 633-4048

A Great Plumber Inc

Danny Spangler-Master Plumber

3206 S Hopkins Ave #64
Titusville FL 32780

Florida #CFC 1425810
321-543-4660

Statement Submitted To:
Hough Brothers Inc
321-749-6263 Fax 321-768-1708

Statement For:
903 Kensington Ave
Cocoa Fl

May 23 2011

Install Owner's Supplied, Cabinet & LAV faucet,
Supply and Install, 2-Angle Stops, 2 supply lines
Fix LAV Drain in Back Bathroom
- Tank might need to be Pumped

Total Due---------- $ 140 00

Please Make Check Payable to, A Great Plumber Inc.-
for $ 140 00
Mail to Above Address, Thank you

A Great Plumber Inc.

pd ck # 2205

Roof Permit

Home
Select Permit
Select Permit by Address
Status Detail
View Application Fees
Permit Status
Inspection Status
Plan Tracking Status
Schedule / Cancel Inspections
Project Inspections
Email Us
Log Off

Status Detail

Parcel ID:	24 3620BV 74	**Address:**	903 KENSINGTON DR
Application Date:	09/21/11	**Owner:**	HOUGH, CHARLES SR
Application #:	11 - 546	**Application Type:**	RE-ROOF
Valuation:	$4,000	**Square Footage:**	0

Tenant Name: **Application Status:** FINAL INSPECTION
Tenant Unit Number: **General Contractor:** HOUGH BROTHERS, INC
Zoning Description: NOT AVAILABLE

Legislation Details (With Text)

File #:	17-251	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	5/31/2017			**In control:**	City Council
On agenda:	6/13/2017			**Final action:**	
Title:	Consider the appointment of Ms. Sylvia Thomas as a Regular member of the Diamond Square Redevelopment Agency through June, 2021. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05_09_17 Thomas Application.pdf Thomas Consideration letter.pdf Diamond Square RDA Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 31, 2017
Agenda Date: June 13, 2017
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the appointment of Ms. Sylvia Thomas as a Regular member of the Diamond Square Redevelopment Agency through June, 2021

BACKGROUND:

Ms. Sylvia Thomas filed an application for Board appointment with the City Clerk's office, and her primary request was to be placed on the Diamond Square Redevelopment Agency. At the time of her application, there were no vacancies on the board.

On May 22, 2017, long time Board member Ms. Ruby Jenkins resigned from the board due to health reasons and therefore a vacancy was made available.

Ms. Thomas meets all of the qualifications for serving as a board member in the City of Cocoa. If appointed, she would replace Ms. Ruby Jenkins on the Diamond Square RDA, and her term would be a four year term through June, 2017.

An updated Diamond Square RDA roster is attached.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Consider the appointment of Ms. Sylvia Thomas as a Regular member of the Diamond Square Redevelopment Agency through June, 2021

RECEIVED
APR 03 2017
OFFICE OF THE CITY CLERK

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

City Code requires prospective and existing board members to fill out an application, consent to a standard criminal background check[1], be duly registered to vote in Brevard County, and be a resident or an owner of real property in the City of Cocoa. City Code also prohibits a person from serving on a City Board or Committee if that person has been convicted of a felony, unless their civil rights have been restored.

(Please Print)

Name: Sylvia M. Thomas Application Date: 4/3/2017

Street Address, Including Zip Code: 717 Aurora St., Cocoa, FL 32922

Telephones: Home: (321) 636-0160 Work: (321) 637-1800 #2001 Pager: _____ Cell: (321) 507-8932

Place of Business: Early Learning Coalition of Brevard County, Inc

Title/Position Held: Family Services Child Care Resource Referral Specialist

Date of Birth[2] 2/18/62

Email Address: SThomas@ELCbrevard.org
ELC

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE
(Please Check All Those That Interest You)

	Affordable Housing Advisory Committee		Pension Board - General Employees
	Board of Adjustment		Pension Board – Police
	Code Enforcement/Drug Related Public Nuisance Board	✓	Planning & Zoning Board
	Enterprise Zone Development Agency/Brownfields Advisory Committee	✓	Redevelopment Agency (Diamond Square)
	Housing Authority		Redevelopment Agency (US 1)
	Pension Board - Fire		Utilities Advisory Board

ELIGIBILITY

Have you been a City of Cocoa resident for at least 6 months?	Yes	✓	No	
Do you own property or a business in Cocoa?	Yes		No	✓
Are you registered to vote in Brevard County, Florida?	Yes	✓	No	
Have you ever been convicted or found guilty, regardless of adjudication, of a **felony** in any jurisdiction? Any plea of no contest shall be considered a conviction for				

NO

[1] An Addendum to the Application is attached and the information being requested is necessary in order to conduct a background check. Information will be used for those purposes only.

purposes of this question. Yes ___ No ✓

If yes, have your civil rights been restored? Yes N/A No N/A
Do you consent to a standard criminal background check? Yes ___ No ___
(PLEASE SEE ATTACHED ADDENDUM)

MISCELLANEOUS INFORMATION

Do you currently serve on any other City of Cocoa board Yes ___ No ✓
Are you related to a City of Cocoa Councilmember by blood, Adoption or marriage? Formerly, Councilman Michael BLAKE Yes ✓ No ___
Potential Conflict of Interest: Have you ever been engaged in the management of any business enterprise that has a financial interest with the City of Cocoa? Please provide details, such as the name of the enterprise, the nature of the business, and the positions you hold or have held. Yes ___ No ✓

I AM Actively involved with other Community organizations + love the City of Cocoa, the place I WAS born - Attended CHS and on to College, I like what the City of Cocoa is doing AND WANT to be PART of AN ON-GOING Service doing POSITIVE things for the City of Cocoa, I know Mayor Pinkston Councilman Whipple & they too ARE POSITIVE Way in the City. I WANT to add & enhance to the Board & City involvement - Given the opportunity

Interest & Experience

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.

Sorry About Placing the information Above - It Should be here, IT HAD MADE TIMES for me To Write.

STATE REPORTING REQUIREMENTS

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board and committee members. Please check the appropriate boxes:

RACE

___ African-American
___ Asian-American
___ Hispanic-American
___ Native American
✓ Caucasian

GENDER

___ Male
✓ Female

DISABILITY

N/A Physically Disabled

APPLICANT CERTIFICATION

By filling this application with the City of Cocoa, I do hereby acknowledge the following:

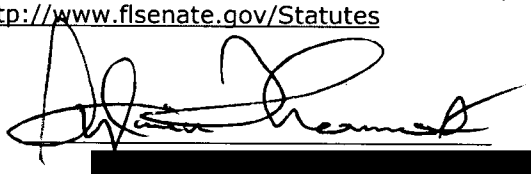
1. This application, when completed and filed with the Office of the City Clerk, is a public record under Chapter 119, Florida Statutes, and is open to public inspection.

2. I am responsible for keeping the information on this form current and provide any changes or updates to the Office of the City Clerk.

3. I consent to filing a Statement of Financial Interests (Form 1) required if required for the board in which I am appointed to.

4. If appointed to a board/committee, I acknowledge that this is my obligation and duty to comply with the following:

   Code of Ethics for Public Offices (Florida Statutes, Chapter 112, Part III)
   Florida Sunshine Law (Florida Statutes, Chapter 286)
   http://www.flsenate.gov/Statutes

Signature:  Date: 4/3/2017

Social Security No [redacted]

Drivers License No [redacted]

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

BRIEF DESCRIPTION OF CITY BOARDS AND COMMITTEES AND MEETING INFORMATION

Affordable Housing Advisory Committee:
Term: 3 years.
Members: 11 members.
Duties: Meet triennially to review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan and recommended specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.
Meetings: Once every three years in Council Chambers.

Board of Adjustment:
Term: 3 years.
Members: 7 members; 2 alternate members.
Duties: To hear and decide special exceptions and variances to the zoning ordinance, as well as appeals where it is alleged there is error in any order, requirement, decision, or determination made by the Building Official in the enforcement of the zoning and sign ordinance.
Meetings: Third Wednesday of each month at 6:00 pm in the City Council Chambers.

Code Enforcement/Drug Related Public Nuisance Board:
Term: 3 years.
Members: 7 members; 2 alternate members, including an architect, a businessman, an engineer, a general contractor, a subcontractor, and a realtor.
Duties: To hear and decide alleged violations of certain codes of the City, and to hear drug related nuisance cases.
Meetings: Third Thursday of each month at 6:00 pm in the City Council Chambers.

Economic Development Committee:
Term: Unlimited.
Members: Unlimited members appointed by the City Manager.
Duties: To develop vision and goals as well as specific projects to implement the goals.
Meetings: Third Thursday of each month at 12:00 pm at the Cocoa Civic Center.

Enterprise Zone Development Agency/Brownfields Advisory Committee:
Term: 4 years.
Members: no fewer than 8, and no more than 13, from each of the following groups: the local chamber of commerce; a local financial or insurance entity; businesses operating within the area; residents residing within the area; a non-profit community-based organization operating within the area; the local private industry council; the local code enforcement agency; and the local law enforcement agency.
Duties: To assist in the development and implementation of the strategic plan for the area; to oversee and monitor the implementation of the strategic plan; to identify and recommend to the City Council ways to remove regulatory barriers; and to identify to the City Council the financial needs of, and local resources or assistance available to, eligible businesses in the area.
Meetings: quarterly: January, April, July, and October, at 12 pm in City Hall.

Housing Authority:
Term: 4 years.
Members: 5 members.
Duties: Acquisition, lease, construction, reconstruction, improvement, and operation of federally-funded housing projects within the City. Work with Brevard County Housing Authority.
Meetings: Third Tuesday of each month at 6:00 pm at 868 Stone Street.

Pension Board - Fire:
Term: 2 years.
Members: 3 citizens appointed and 2 city employees.
Duties: To administer and advise the City on the firefighters' retirement system.
Meetings: Quarterly or as necessary.

Pension Board - General Employees:
Term: 3 years.
Members: 5 members, two who are appointed by City Council and three who are full-time general employees elected by a majority of the general employees that are members of the system.
Duties: To administer and advise the City on the general employees' retirement system.
Meetings: Quarterly or as necessary.

Pension Board - Police:
Term: 2 years.
Members: 3 citizens appointed and 2 city employees.
Duties: To administer and advise the City on the police retirement system.
Meetings: Quarterly or as necessary.

Planning & Zoning Board:
Term: 3 years.
Members: 9 members; 2 alternate members.
Duties: To act in an advisory capacity to the City Council relating to zoning and land use matters.
Meetings: Second Wednesday of every month at 6:00 pm in the City Council Chambers.

Redevelopment Agency - Cocoa:
Term: 2 members appointed by City Council for 4 years.
Members: the 5 members of the City Council and 2 members appointed by the City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: First Tuesday of every month at 5:00 pm in the City Council Chambers.

Redevelopment Agency -Diamond Square:
Term: 4 years.
Members: 7 members appointed by City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: Third Monday of each month at 6:15 pm in the City Council Chambers.

Redevelopment Agency - U.S. 1 Corridor:
Term: 4 years.
Members: 7 members appointed by City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: Quarterly on the Fourth Monday of each month at 6:15 pm in the City Council Chambers.

Utilities Advisory Board:
Term: 3 years.
Members: 5 members appointed by City Council.
Duties: To advise City Council on matters relating to utility subjects.
Meetings: As needed at 6 pm in the City Council Chambers.

==========

All meetings are subject to change in dates and/or may be canceled with the approval of the City Manager (with the exception of the regular Council meetings), dependent upon whether there are items or cases to be considered. Other meetings of boards not listed above are held on an infrequent basis to which there is no standard or specified monthly date. (Please refer to the preceding "Description of Boards and Committees".) The three pension boards generally meet quarterly, and meetings may be held more often, depending on necessity. The Drug Related Public Nuisance Board holds meetings coinciding with the Code Enforcement Board; however, it meets infrequently on an as needed basis.

****

THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

May 31, 2017

Ms. Sylvia Thomas
717 Aurora St.
Cocoa, FL 32922

RE: Appointment as a Regular member to the Diamond Square Redevelopment Agency

Dear Ms. Thomas,

Your application for appointment to the Diamond Square RDA will be considered by the City Council at its regular meeting of June 13, 2017.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy, CMC
City Clerk

Diamond Square Redevelopment Agency	**Meets Third Monday Every Month @ 7pm**			**Expirations in June**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jewel Collins	711 S. Varr, Cocoa, FL 32922-6121	720-9102 cell	05/14 reappointed 07/10 reappt. 11/06 appt.	2018
Delores ~~Rainey~~ Martin, *Vice Chairperson (elected 5/18/15)*	1314 Moss Lane Cocoa, FL 32922-6142	305-6028	05/15 Reappointed 05/11 Reapt. 08/10 appointed to fill unexpired term of Holmes	2019
Tracy A. Moore, Chairperson *(elected 5/18/15)*	2747 Wentworth Place, 32926-5865	639-9917	06/14 Reappointed 05/10 Reappointed 05/06 Reappointed 5/04 Appointed	2018
VACANCY ~~Ruby L. Jenkins (resigned 5/22/17)~~	~~3827 E. Lakeview Blvd., 32926-4156~~	~~632-1457 hm~~ ~~537-2868 cell~~	~~06/13 Reappointed~~ ~~06/09 Reappointed~~ ~~4/05 Reappointed~~ ~~3/98 Appointed~~	~~2017~~
Ed Jones	1214 Holmes Street, 32922-6159	631-4003 wk 543-3523 cell	8/12/14 Reap. 5/10 Reappointed 5/23/06 Reap. 6/02 Reappointed 3/98 Appointed	2018
Mr. Adrian M. Moss-Beasley -- Vice Chairperson	P.O. Box 237201 Cocoa FL 32923-7201(send his mail here) 247 Beacon Pointe Drive Ocoee, FL 34761	407-814-7002 hm 321-264-5208 wk 321-278-4051 cell	07/14 Reappointed 08/10 Reappointed 05/06 Reappointed 6/02 Appointed	2018
Larry B. Robinson	521 S. Carolina Ave. Cocoa, FL 32922-6179	652-6392 cell	06/14 Reappointed 08/12 appointed to fill unexpired term of J. Thomas	2018
LIAISON	Councilman Whipple	720-3736 cell	Updated 01/17	
Counsel: Joseph G. Colombo. PA	2351 W Eau Gallie Blvd Suite 1 Melbourne, FL 32935			
RECORDING SECRETARY	Monica Arsenault	433-8661		

Legislation Details (With Text)

File #:	17-254	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	5/31/2017			**In control:**	City Council
On agenda:	6/13/2017			**Final action:**	
Title:	Consider the reappointment of Ms. Linda Graham as a member of the Affordable Housing Committee through May, 2020. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	05_31_17 Graham Reappointment response.pdf 05_31_17 Graham Consideration letter.pdf Affordable Housing Committee Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 31, 2017
Agenda Date: June 13, 2017
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Ms. Linda Graham as a member of the Affordable Housing Committee through May, 2020.

BACKGROUND:

Ms. Linda Graham has served as a member of the Affordable Housing Committee as the “Essential Services Personnel” seat since February, 2013. She was reappointed in 2014. Her current term expired in May and she is requesting reappointment for another three year term. Her intent to be reappointed was received on May 30, 2017, which was after the second City Council meeting on May 23, 2017.

She currently meets all qualifications to serve on a City board.

If reappointed, her new term would expire in May, 2020.

A current Affordable Housing Committee Roster is attached.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

Ms. Graham was appointed in February, 2013 as a member of the Affordable Housing Committee and was reappointed in October, 2014.

RECOMMENDED MOTION:

Consider the reappointment of Ms. Linda Graham as a member of the Affordable Housing Committee through May, 2020.

In response to inquiry by the Office of the City Clerk, I, Linda Graham

✓ seek reappointment

_____ do not seek reappointment

as a member of the Affordable Housing Committee for the City of Cocoa for a three-year term.

Sincerely,

Linda V. Graham

Linda Graham

Additional Comments: _____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RECEIVED
MAY 30 2017
OFFICE OF THE CITY CLERK

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

May 31, 2017

Ms. Linda Graham
3711 Crossbow Drive
Cocoa, FL 32926

RE: Reappointment as a Regular member to the Affordable Housing Committee

Dear Ms. Graham,

Your application for reappointment to the Affordable Housing Committee will be considered by the City Council at its regular meeting of June 13, 2017.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call my office at (321) 433-8484.

Sincerely,

Carie Shealy, CMC
City Clerk

Affordable Housing Advisory Committee	**Meets Second Thursday of Every Other Month 4:00 p.m.**		**Expirations in May**	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
David W. Armstrong Building Industry	7350 Talona Dr., Ste. A West Melbourne FL 32904 dave@armstrongcustomhomes.com	255-1979 (h) 724-6674(w) 508-7944(c)	04/14 Reappointed 02/13 appt.	2017
VACANCY~~-Marian T. Jackson Banking or Mortgage Banking Industry~~ Removed – appointed to Housing Authority on 12/10/13	1209 Heritage Acres Blvd. Rockledge, FL 32955	633-9427 hm 454-6534 wk	05/11 reappt. 05/08 appointed	2014
VACANCY~~-Robert Kramer Labor rep~~ ***(DID NOT SEEK REAPPOINTMENT)***	692 Harrington Street SW Palm Bay FL 32908 kramerbuilding@cfl.rr.com	720-9119 cell	03/13 re-appt 05/08 appointed	2014
Edwin Normandia For-Profit Provider	1091 Walden Boulevard Palm Bay FL 32909 enormandia@aol.com	723-4944 hm 749-3545 cell	05/14 reappointed 03/12 appointed	2017
VACANCY-~~Ricardo W. Jackson Low-Income advocate~~(DID NOT SEEK REAPPOINTMENT)	1209 Heritage Acres Blvd. Rockledge, FL 32955	633-9427 hm 266-8535 wk 266-8535 cell	05/11 reappt. 05/08 appointed	2014
VACANCY~~-Joe C. Robinson Not-For-Profit provider~~ Removed – appointed to Housing Authority on 12/10/13	4475 S. Hopkins Avenue Titusville, FL 32780	383-4424 hm 269-6555 wk 961-2325 cell	05/11 reappt. 05/08 appointed	2014
VACANCY~~-Terry D. Lolmaugh Real Estate Professional~~ ***(DID NOT SEEK REAPPOINTMENT)***	852 Woodbine Drive Merritt Island, FL 32952 TraffordRealty@SunnyFloridaHomes.com	453-0036 hm 636-3131 wk 917-4100 cell	05/08 appointed	2014
VACANCY-moved ~~Karen Houston Resident Member~~	~~237 Lemon Street Cocoa FL 32922 mzkah@aol.com~~ moved as of 5/2017	~~637-0508 hm 205-6989 cell~~	~~05/14 reappointed 03/13 appointed~~	~~2017~~
Michael Dobrin Local Planning Agency	100 Riverside Drive # 406 Cocoa, FL 32922	637-0884 hm 419-203-6689 cell	05/14 Reappointed 06/11 Reappointed 05/08 appointed	2017
Linda W. Wells Employer rep	3600 West King Street Cocoa, FL 32926 lwells@agingmattersbrevard.org	806-3740 wk 770-778-6636 cell	11/14 Reappointed Appt. 02/13 Resigned 8/12 05/11 Reappointed 05/08 appointed	2017
Linda Graham Essential Services personnel	3711 Crossbow Drive Cocoa FL 32926 Linda.graham@brevardcounty.us grahamlindav@yahoo.com	636-3107(h) 633-2076(w)	10/14 reappointed 02/13 appt.	2017
Liaison	Councilwoman Warner		Updated 01/17	

RECORDING SECRETARY	Monica Arsenault	433-8661		

Legislation Details (With Text)

File #:	17-258	**Version:**	1	**Name:**	
Type:	Report			**Status:**	City Business
File created:	6/2/2017			**In control:**	City Council
On agenda:	6/13/2017			**Final action:**	
Title:	Approve entering into, and authorize the City Manager to execute, a Development Agreement and Covenant with the developer of the Dollar General site at Barbara Jenkins St and Fiske Blvd. for connection to the Diamond Square Regional Stormwater Facility. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	(Draft) Emma Jewel Regional Stormwater Facility Development Agreement - Dollar ...				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: June 2, 2017
Agenda Date: June 13, 2017
Prepared By: Everett Wegerif P.E. Public Works Director/City Engineer
Through:
Requested Action:
Approve entering into, and authorize the City Manager to execute, a Development Agreement and Covenant with the developer of the Dollar General site at Barbara Jenkins St and Fiske Blvd. for connection to the Diamond Square Regional Stormwater Facility.

BACKGROUND:

In accordance with Section 22-88 of the City Code, Public Works Stormwater staff has been working to acquire, design, permit, and construct a Stormwater Treatment Facility to enhance the ability to redevelop properties in the Diamond Square Redevelopment Area. Based on the City Council's prior authorization, the Property for the Stormwater Facility has been acquired from the State of Florida, and construction is now substantially complete.

Properties south of SR 520 between Fiske Blvd. and Blake Avenue will be served by this system and are required to use the system in lieu of any on-site stormwater systems. The benefitted properties are not required to have on-site stormwater treatment systems because stormwater will be handled by the Stormwater Facility

The Dollar General Site developer has provided site plans to construct a Dollar General Store and connect to the regional stormwater Facility. In accordance with Resolution 2017-18, adopted February 28, 2017, a Development Agreement and Covenant to allow connection to the regional

system has been prepared by the City Attorney for consideration by the council. The developer is required to pay $50,626 for the 0.92 acre site to offset the facility development costs.

STRATEGIC PLAN CONNECTION:

The Diamond Square Regional stormwater project proposed will encourage redevelopment and revenue generation in an economically depressed area within the Diamond Square Redevelopment Area by providing off-site stormwater management. Additionally, this project will further the City's compliance with mandated water quality improvement regulations such as the City's Total Maximum Daily Load reduction and the City's National Pollution Discharge Elimination permit.

BUDGETARY IMPACT:

There are no expenditures that are associated with this action. The future payment will be credited to the Stormwater Utility as revenue when it is received.

PREVIOUS ACTION:

Council approved Resolution 2017-18 on February 28, 2017.

RECOMMENDED MOTION:

Approve entering into, and authorize the City Manager to execute, a Development Agreement and Covenant with the developer of the Dollar General site at Barbara Jenkins St and Fiske Blvd. for connection to the Diamond Square Regional Stormwater Facility.

Legislation Details (With Text)

File #:	17-243	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	5/22/2017			**In control:**	City Council
On agenda:	6/13/2017			**Final action:**	
Title:	Cocoa Police Department District Event Statistics for the months of March and April, 2017. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Mar 2017 Council Report by District April 2017 Council Report by District				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: May 22, 2017
Agenda Date: June 13, 2017
Prepared By: Charlene Jenkins-Catechis, Administrative Secretary
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Cocoa Police Department District Event Statistics for Council Information

BACKGROUND:

Council requested a monthly breakdown of event statistics by District. This report illustrates total incidents, reports written and Patrol checks. It also shows incidents and case reports by shift, hour of the day and the total crime that are Uniform Crime reportable. Attached are the March 2017 and April 2017 reports.

STRATEGIC PLAN CONNECTION:

Crime

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Cocoa Police Department District Event Statistics for Council information

Cocoa Police Department

Council Report

March 2017

Prepared by Dailaity Henson

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Incidents and Case Reports by Hour 11
Total UCR Offenses by Month – 2017 ,2016, & 2015 12

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

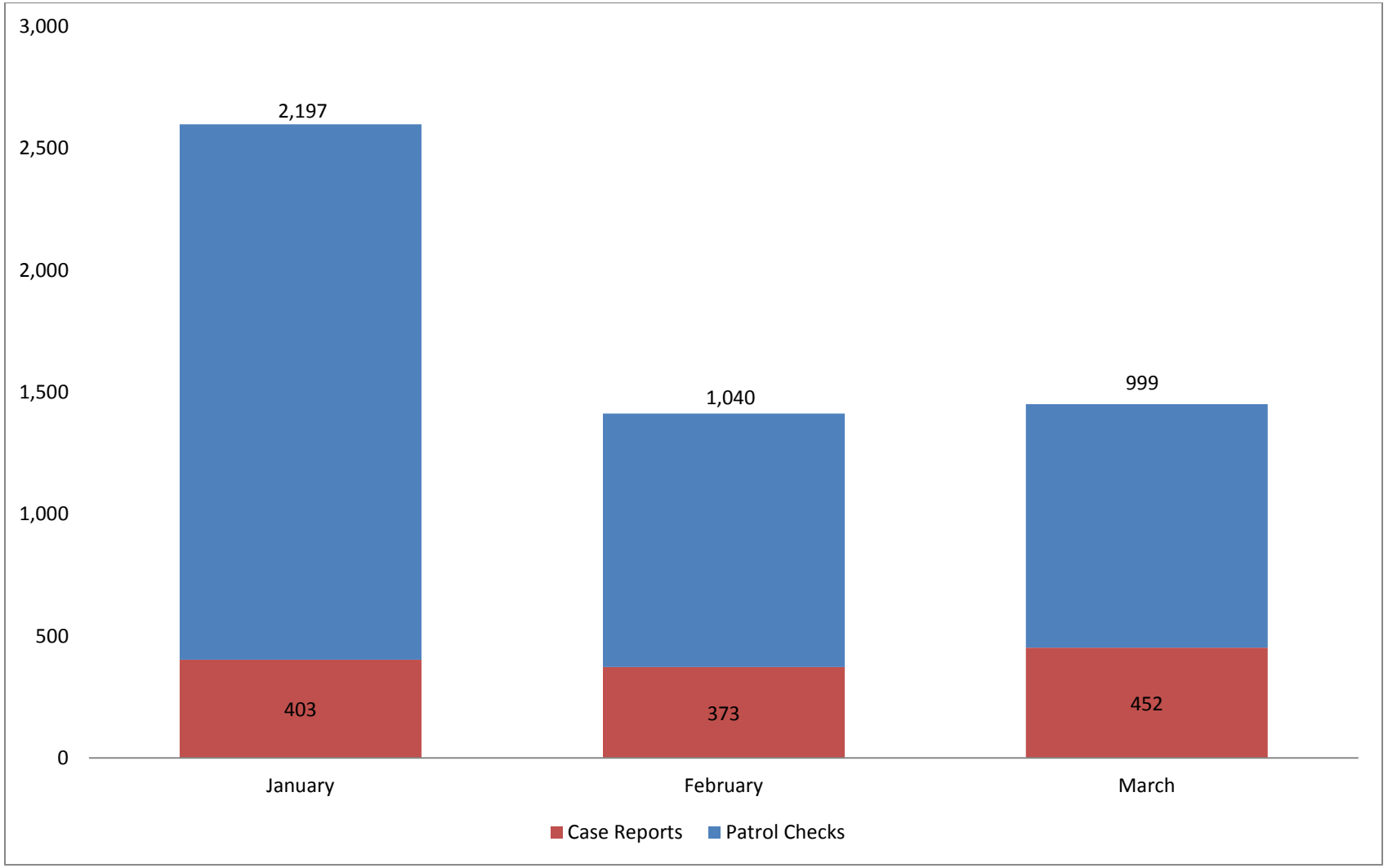
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for March 2017. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2015, 2016 and 2017.

- 4,018 incidents
- 452 Case Reports (11% of incidents)
    - 271 Criminal Case Reports (60% of all case reports)
    - 181 Non-Criminal Case Reports (40% of case reports)
    - 104 Criminal Case Reports were closed by Arrests/Capias Requests (38% of criminal case reports)
    - 15 Non-Criminal Case Reports were closed by Arrests/Capias Request (8% of non-criminal cases reports)
- 1,951 incidents were initiated by police officers (49%)
- District 2 experienced the most cases with a total of 171
- District 3 experienced the fewest cases with a total of 49
- Robbery Offenses have ***decreased*** by a 25% from the previous month
- Burglary Offenses have ***increaded*** by a 100% from the previous month
- Assaults Offenses have ***increased*** by 33% from the previous month
- Overall, UCR offenses have ***increased*** from the previous month by an 24%

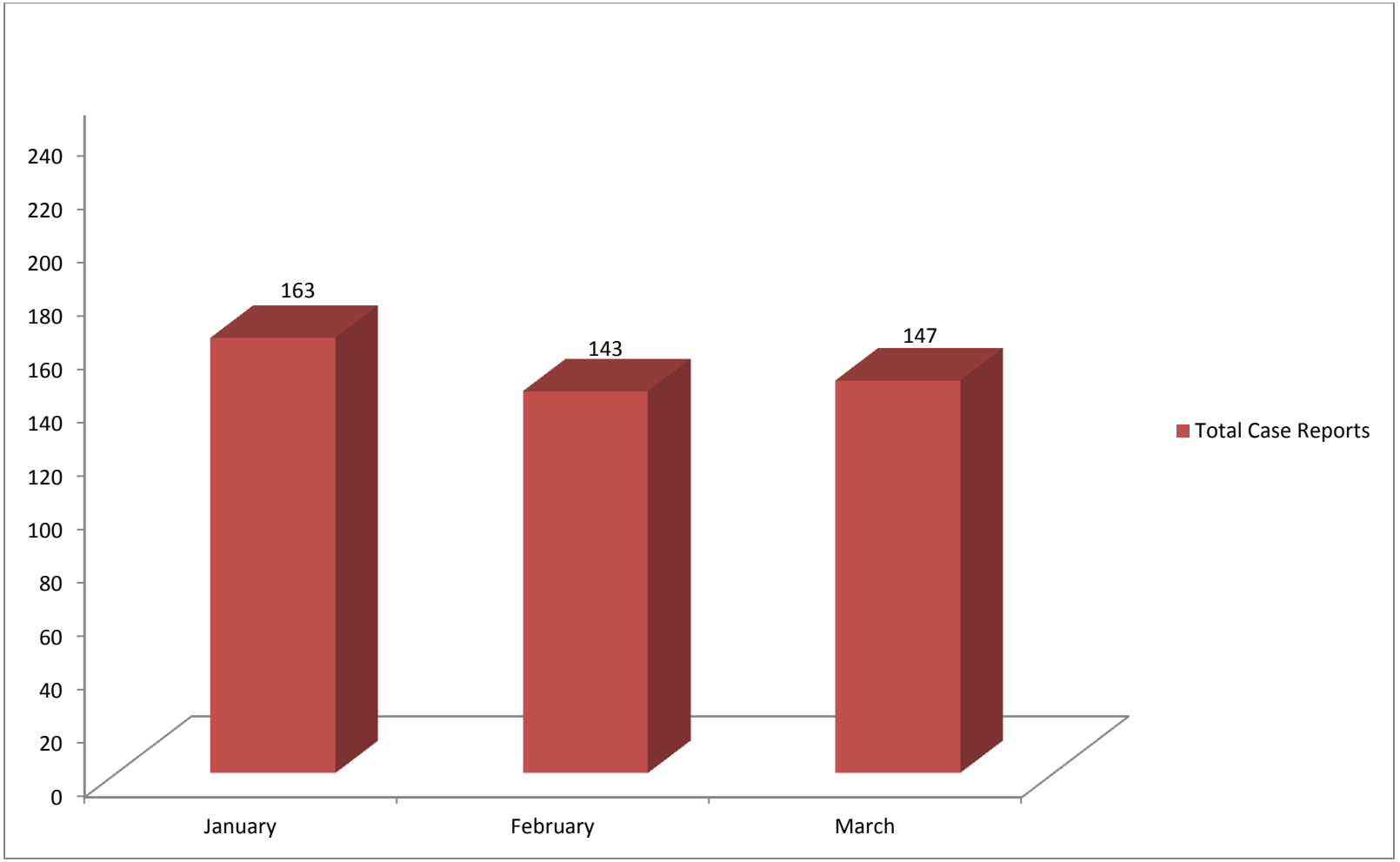
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



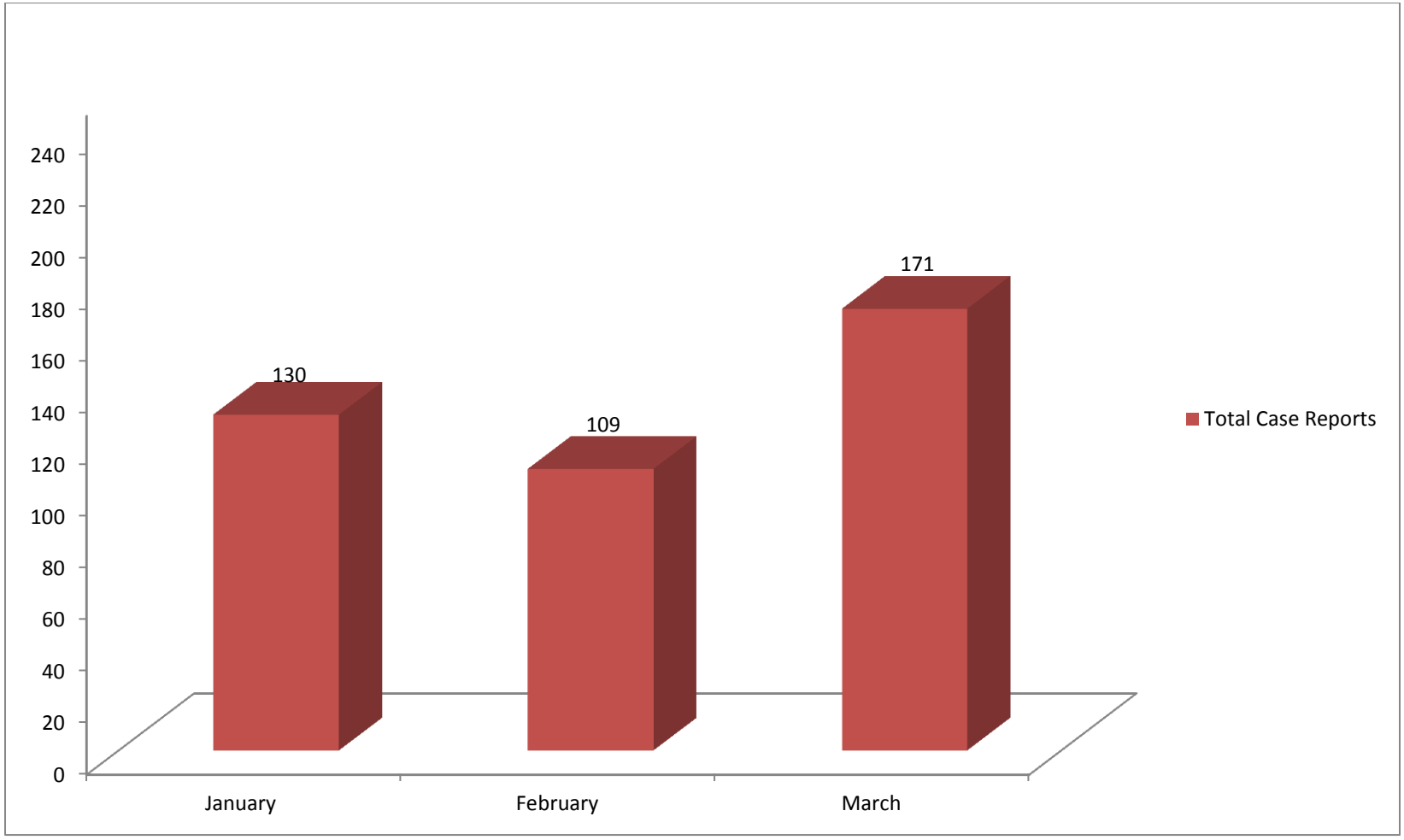
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



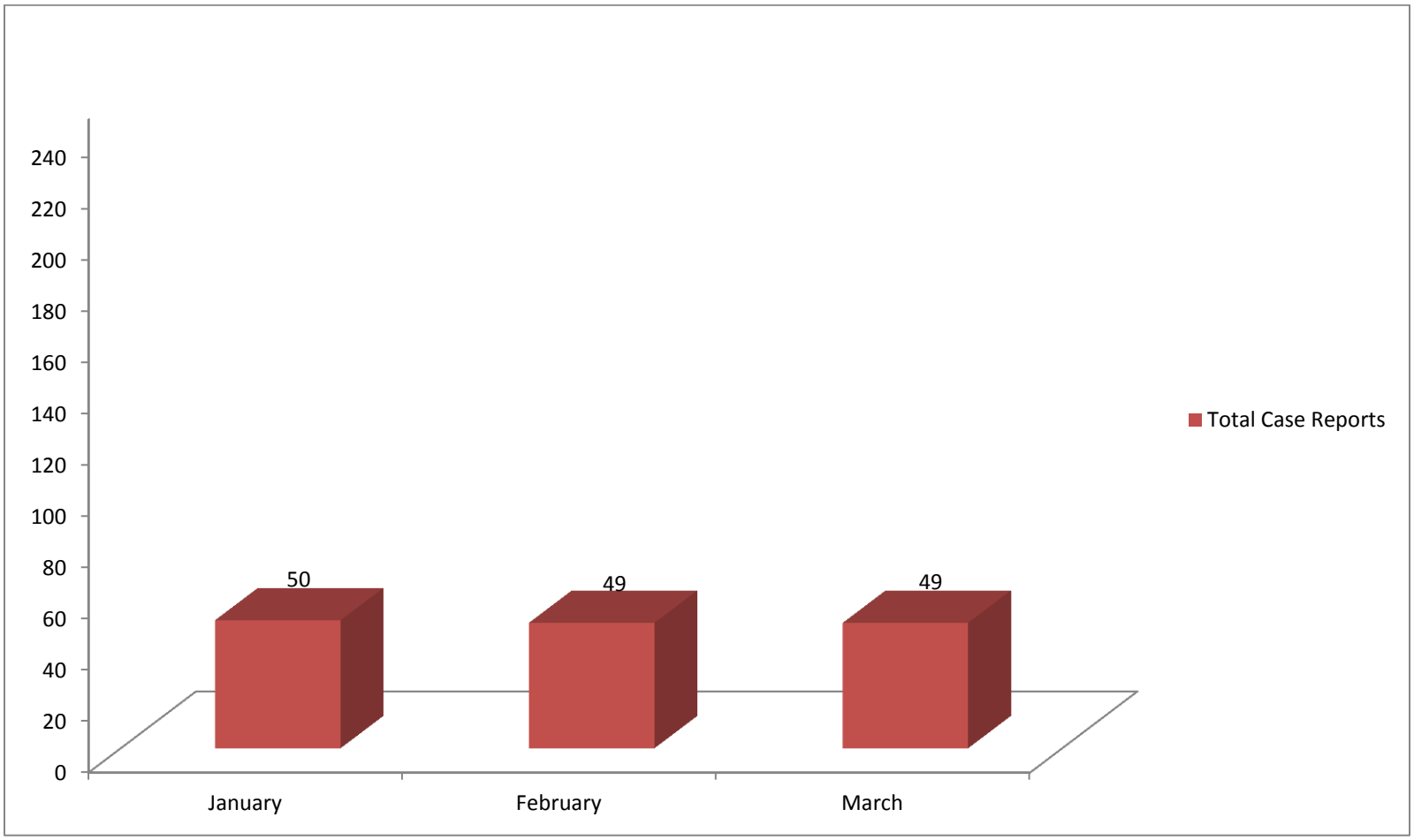
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



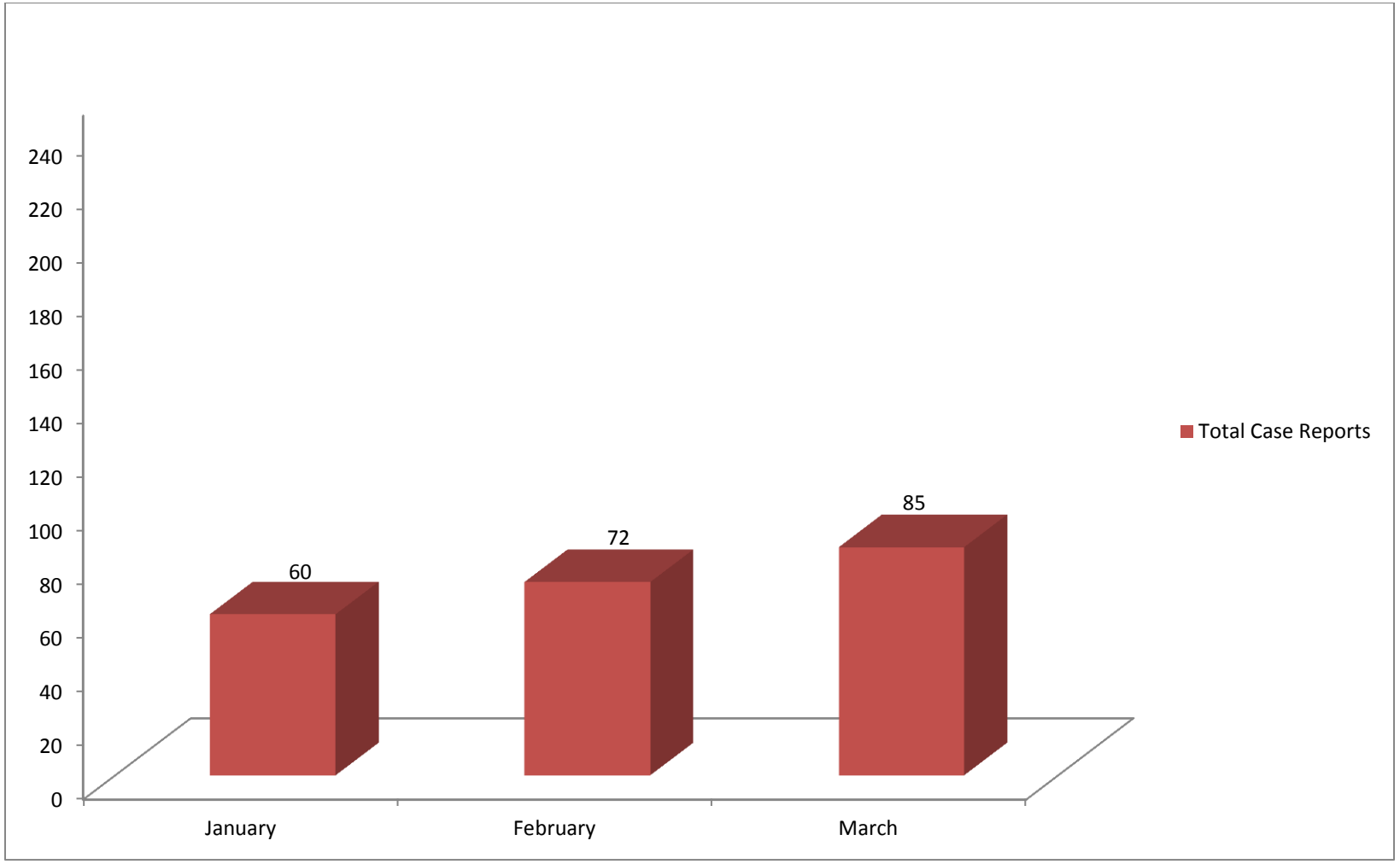
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

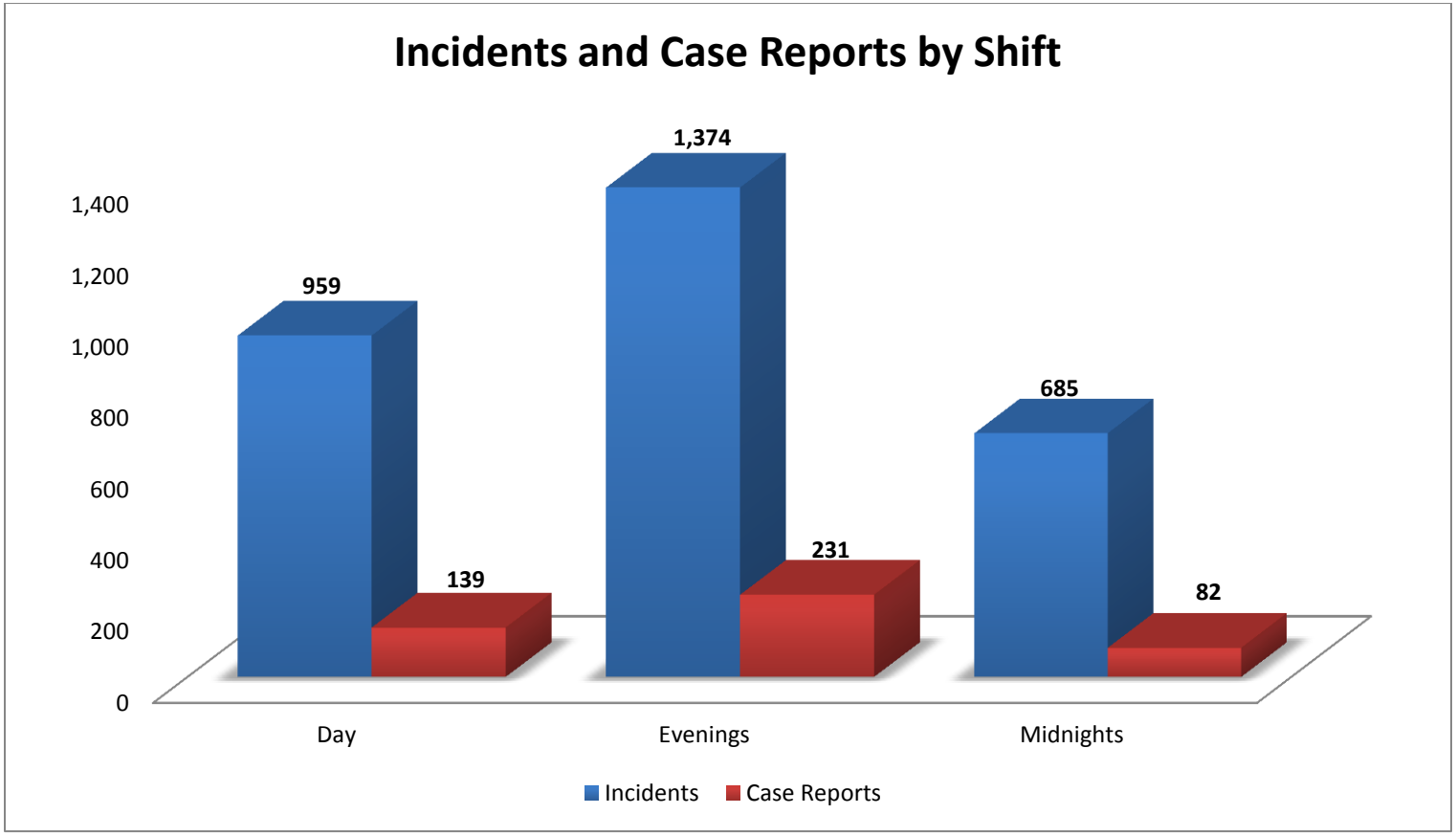
The table below illustrates the total of Incidents and Cases from March 1, 2017 thought March 31, 2017 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	63	18
900 Friday Rd	48	1
1407 Dixon Blvd	33	19
1514 Clearlake Rd	25	8
1080 N. Fiske	12	8
1010 N. Fiske Blvd	7	3
800 N. Fiske	6	3
1524 Clearlake Rd	6	0
TOTAL	**200**	**60**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.



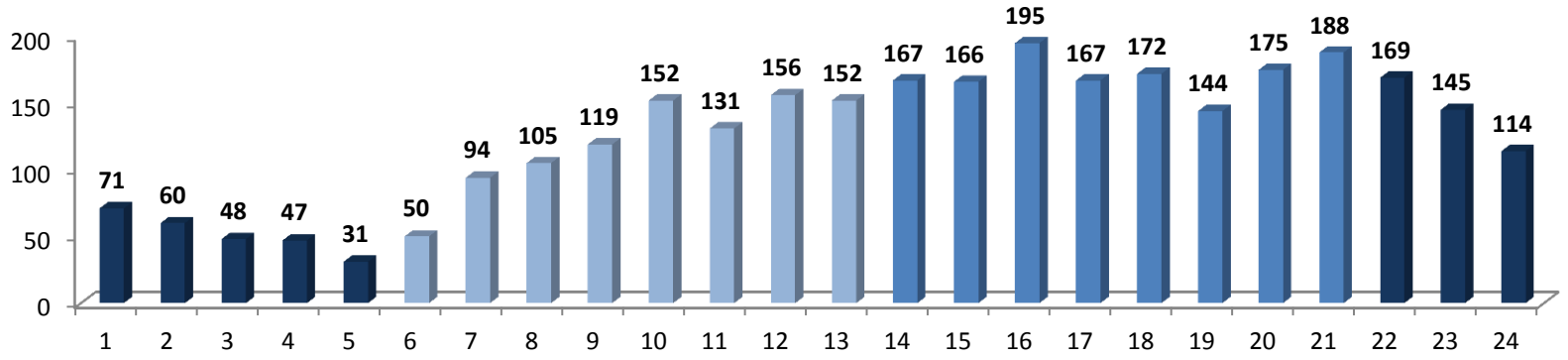
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

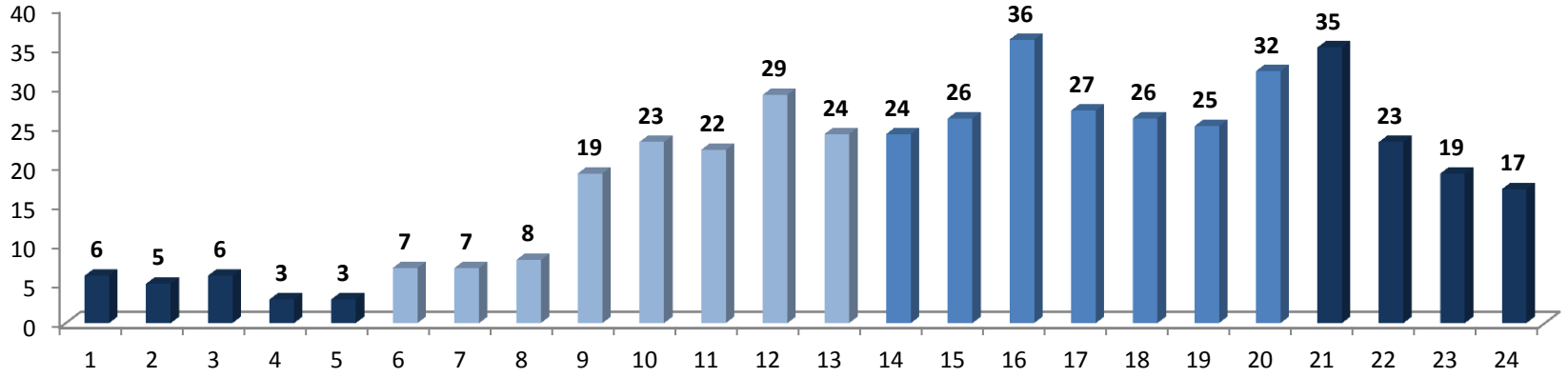
Incidents and Case Reports by Hour

Note: The charts below illustrates incidents broken down by time of day including Patrol Checks.

Incidents by Hour

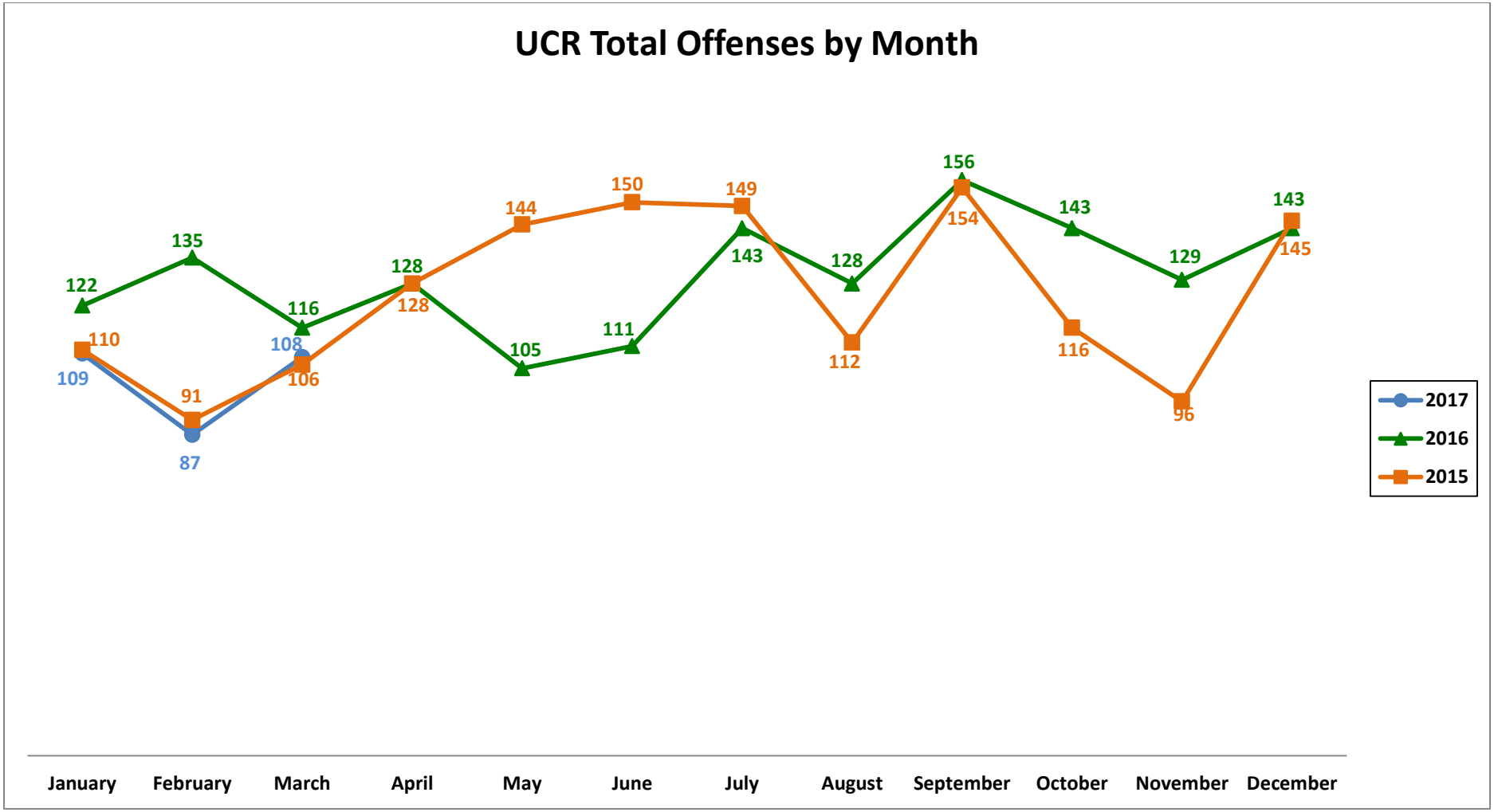


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2017, 2016 & 2015



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2017 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Cocoa Police Department
Council Report

April 2017

Prepared by Dailaity Henson

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Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

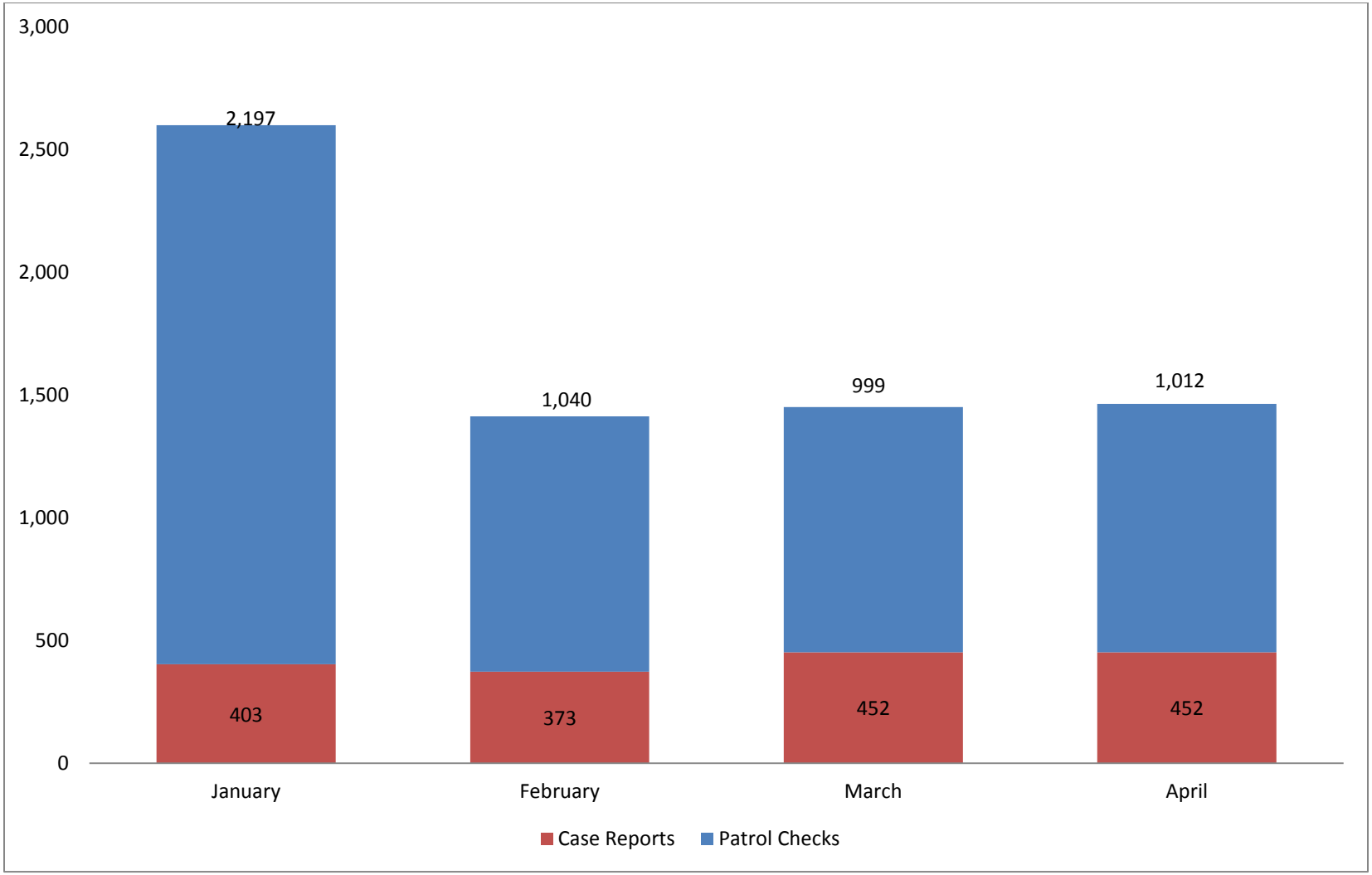
Findings Summary

The purpose of this report is to provide Council with an overview of incidents and case reports for April 2017. This report includes a line graph illustrating the total number of UCR Offenses by month for years 2015, 2016 and 2017.

- 4,113 incidents
- 452 Case Reports (11% of incidents)
  - 273 Criminal Case Reports (60% of all case reports)
  - 177 Non-Criminal Case Reports (39% of case reports)
  - 116 Criminal Case Reports were closed by Arrests/Capias Requests (25% of criminal case reports)
  - 9 Non-Criminal Case Reports were closed by Arrests/Capias Request (2% of non-criminal cases reports)
- 2,234 incidents were initiated by police officers (54%)
- District 1 experienced the most cases with a total of 165
- District 3 experienced the fewest cases with a total of 43
- Stolen Vehicle Offenses have ***decreased*** by a 29% from the previous month
- Burglary Offenses have ***decreased*** by a 35% from the previous month
- Larceny Offenses have ***increased*** by 23% from the previous month
- Overall, UCR offenses have ***increased*** from the previous month by an 12%

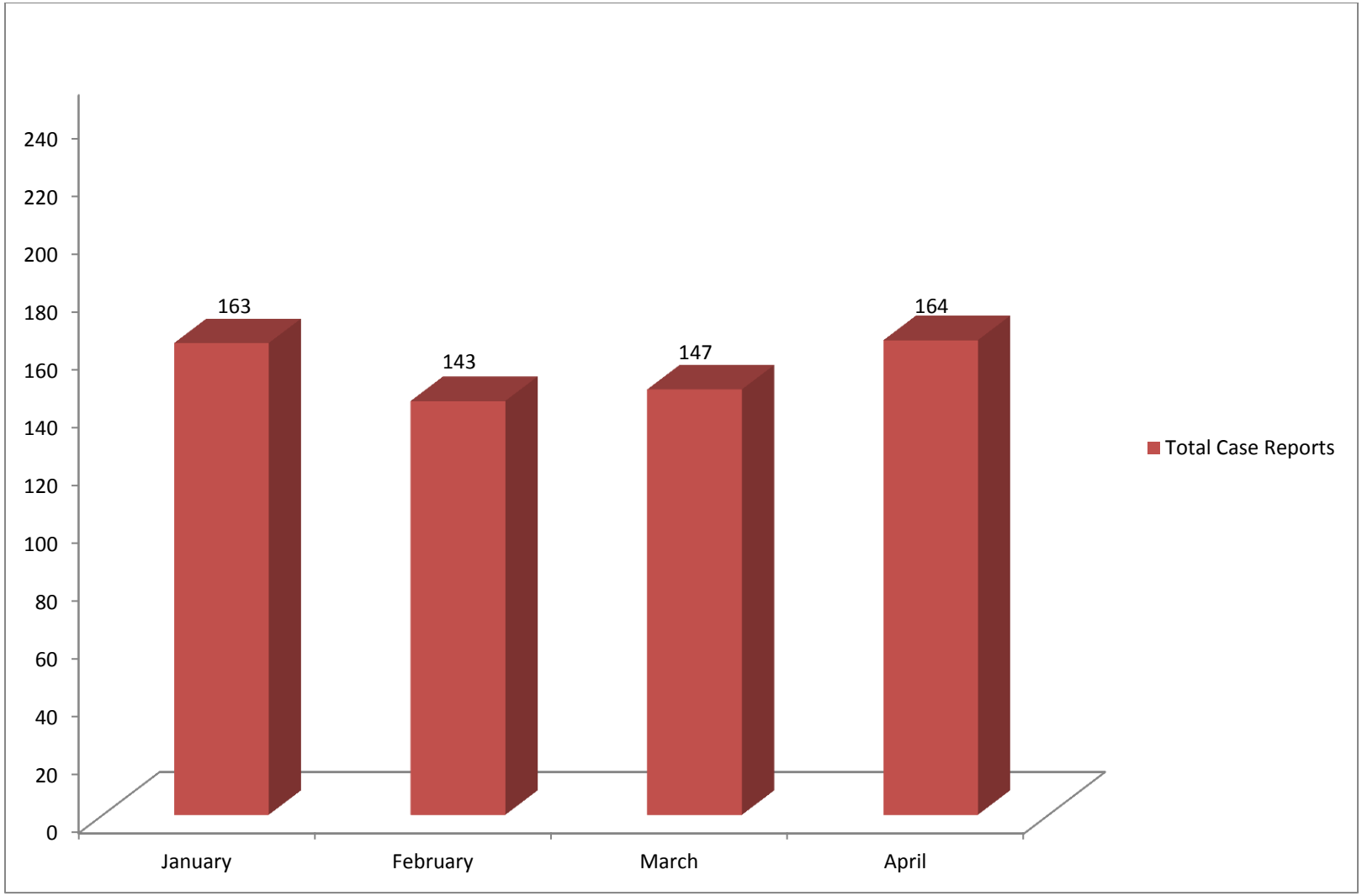
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total Patrol Checks and Case Reports for the City of Cocoa



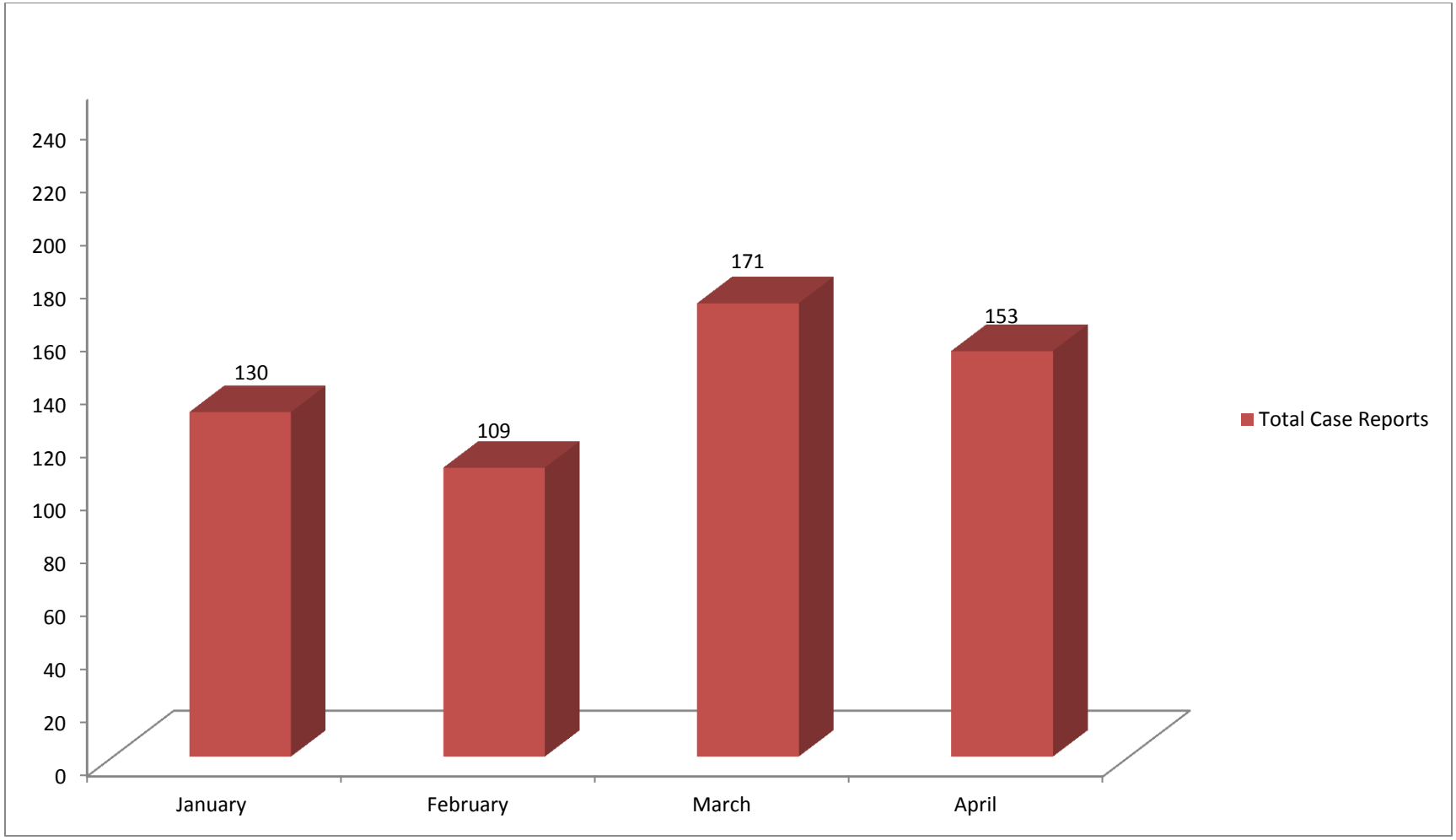
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 1 Case Reports



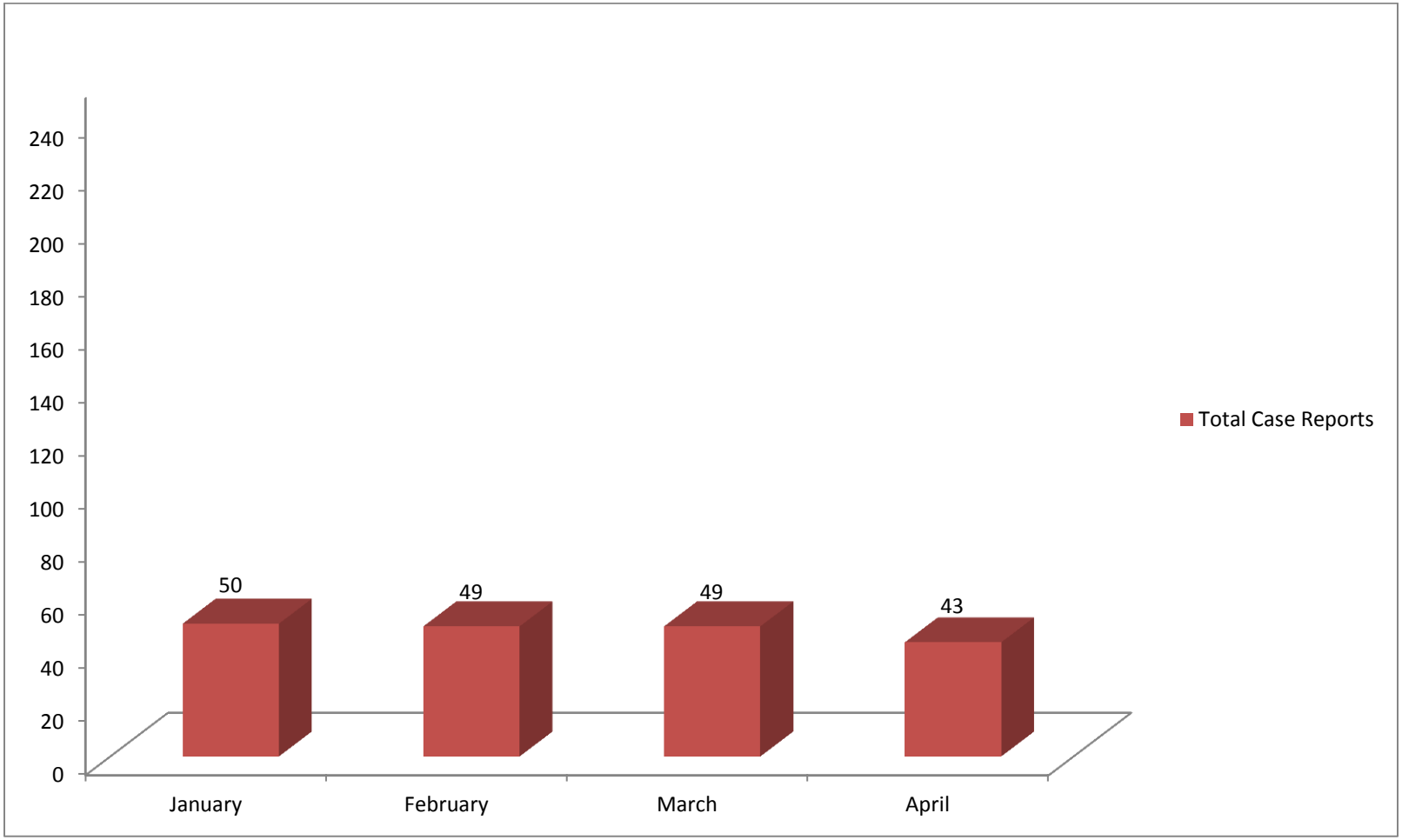
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 2 Case Reports



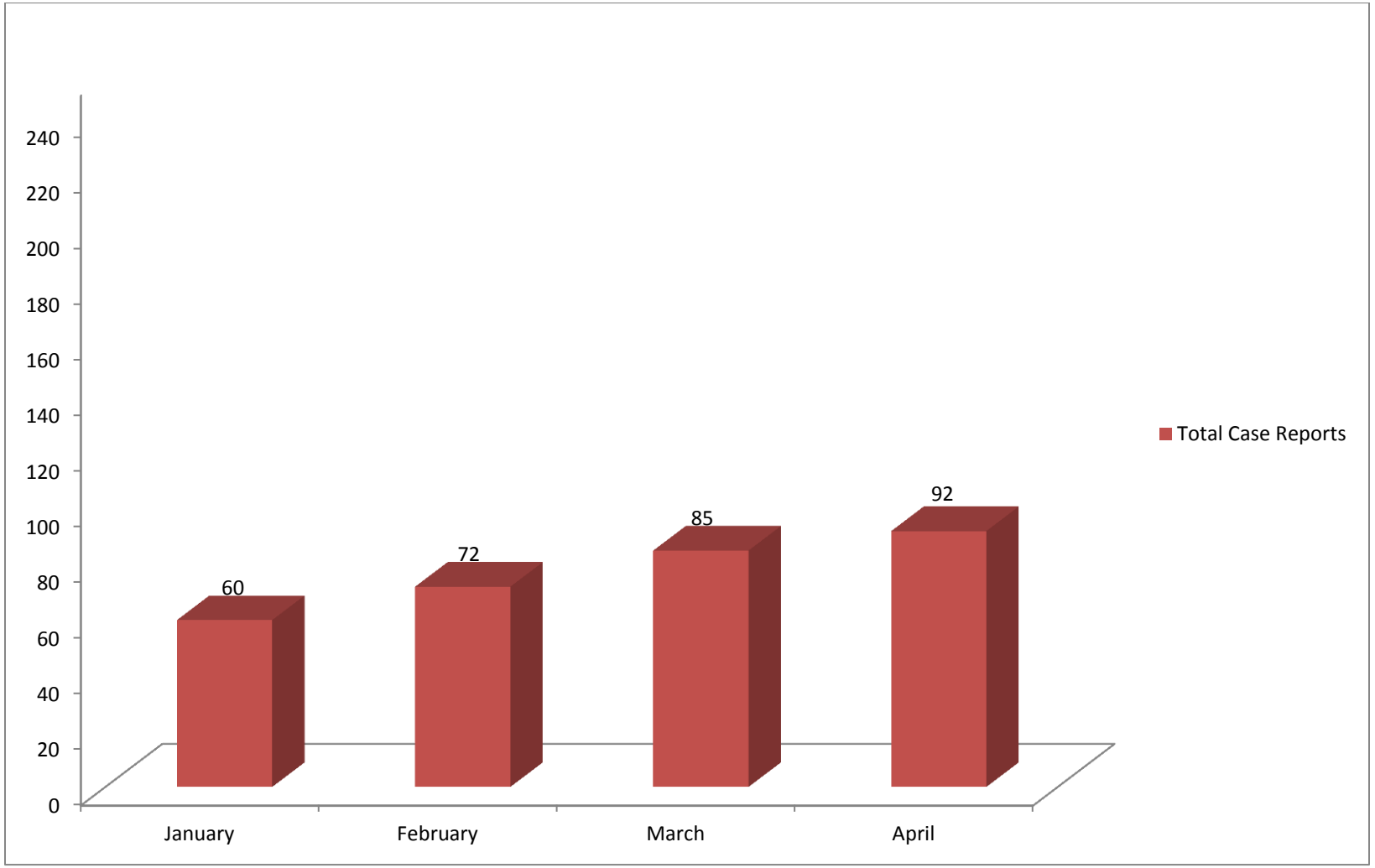
Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 3 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

District 4 Case Reports



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Locations of Incidents

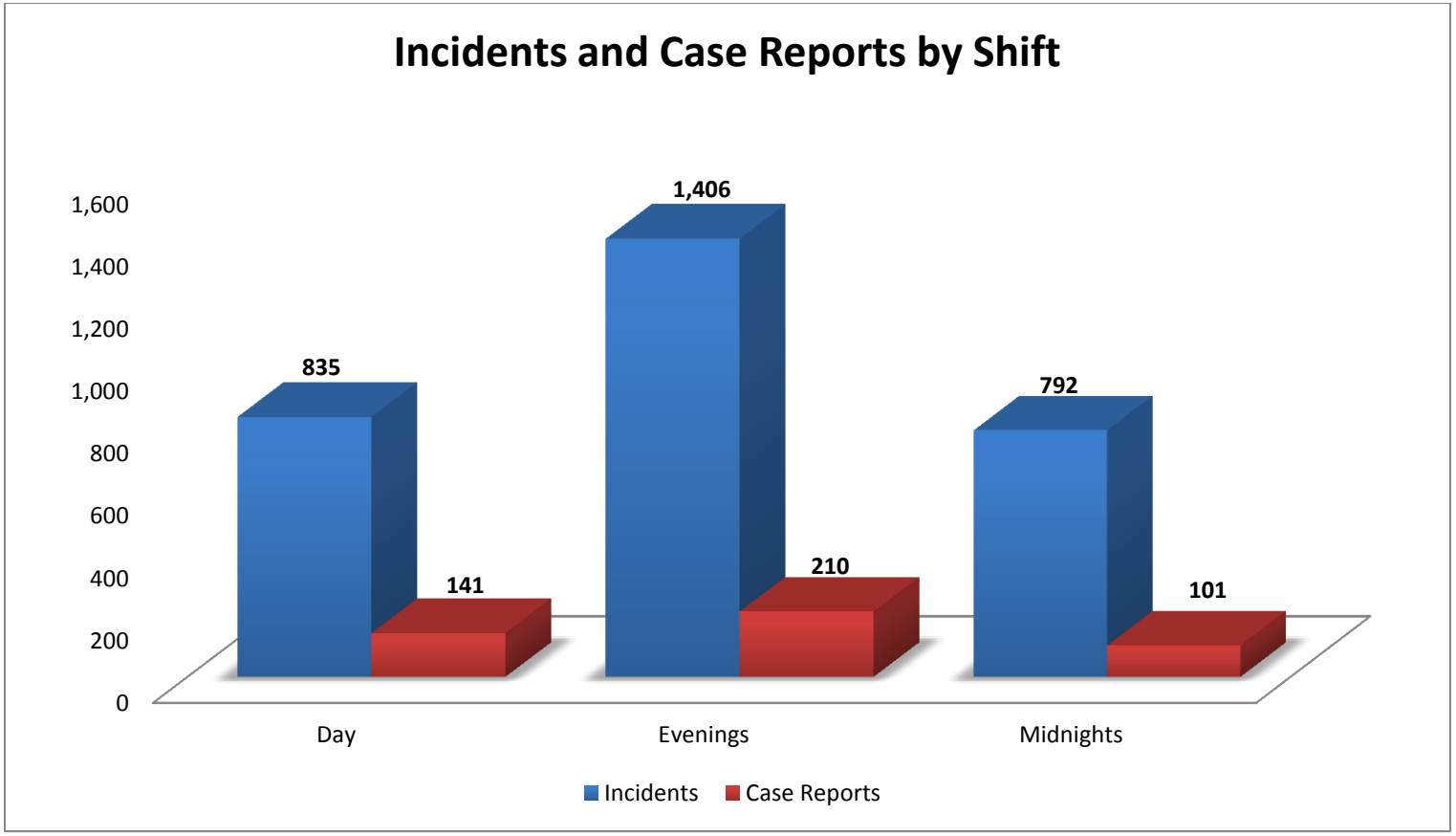
The table below illustrates the total of Incidents and Cases from April 1, 2017 thought April 30, 2017 to the locations listed.

Location	*Incidents* (Excluding Patrol Checks)	*Case Reports*
2700 SR.524	66	21
1407 Dixon Blvd	66	30
800 N. Fiske	31	8
1514 Clearlake Rd	25	8
900 Friday Rd	20	2
1080 N. Fiske	20	6
1010 N. Fiske Blvd	14	3
1524 Clearlake Rd	5	1
TOTAL	**247**	**79**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Incidents and Case Reports by Shift

The chart below illustrates incidents and cases reported by shifts. For the purpose of this report, the shifts were broken down into day shift, evening shift and midnight shift. Midnight shift experienced the lowest number of incidents and cases. Evening shift experienced the highest number of incidents and cases.



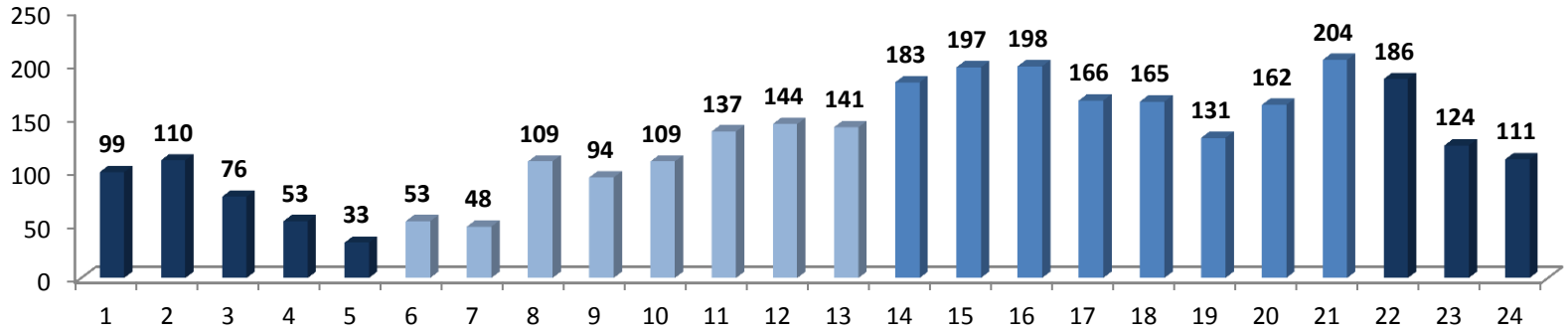
NOTE: The totals in the graph above do not include Patrol Checks.

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

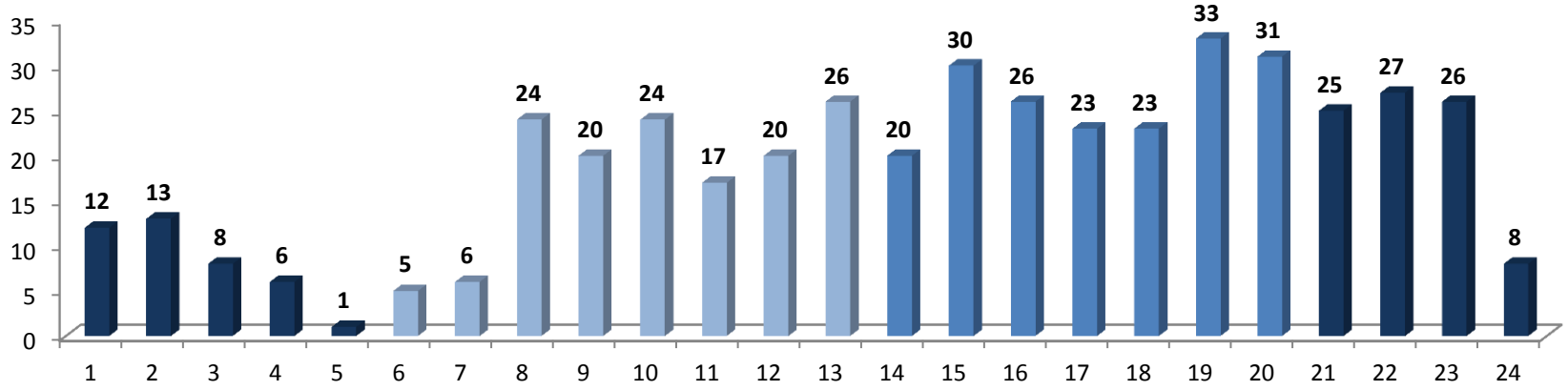
Incidents and Case Reports by Hour

Note: The charts below illustrates incidents broken down by time of day including Patrol Checks.

Incidents by Hour

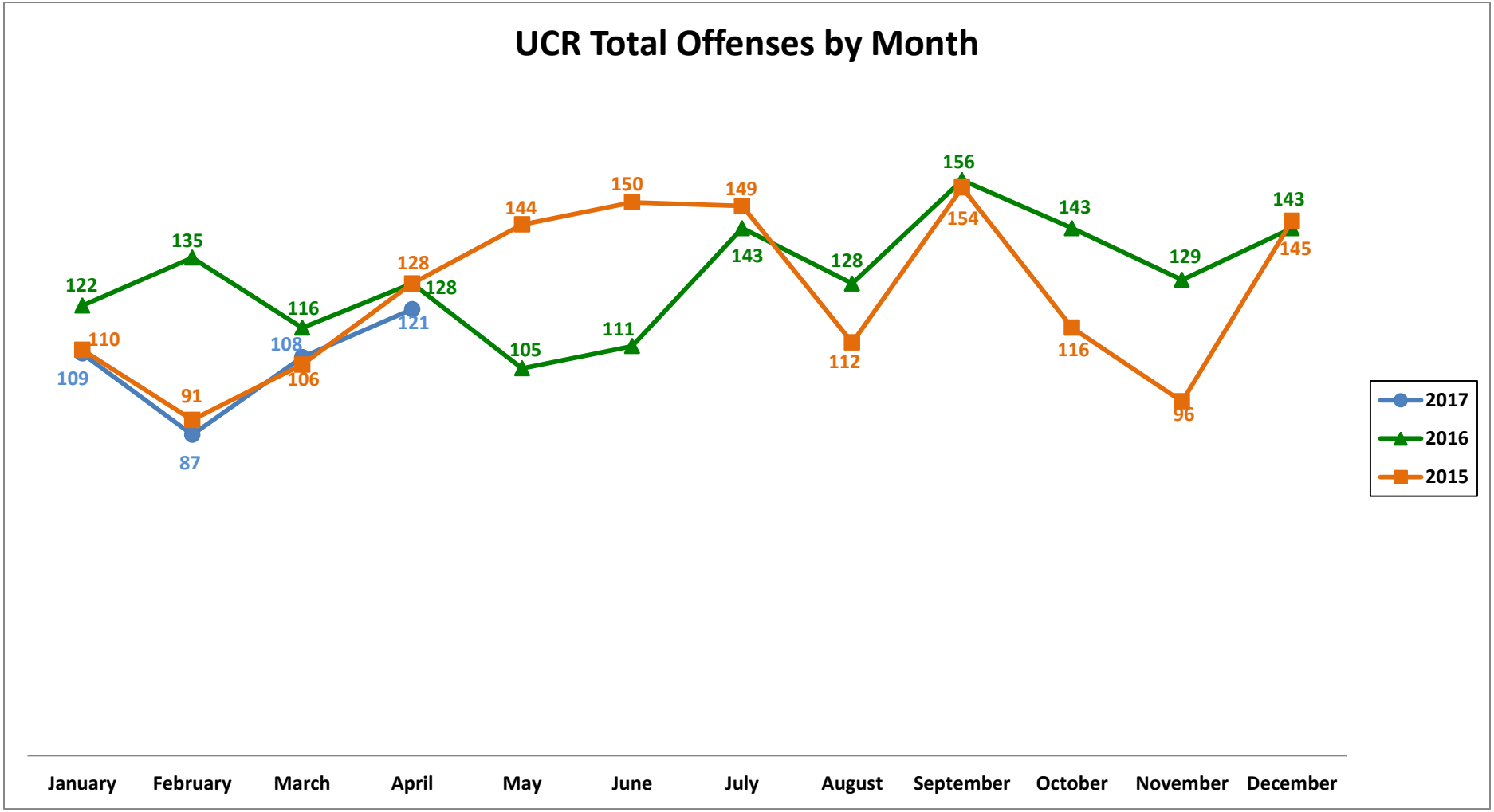


Case Reports by Hour



Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst

Total UCR Offenses by Month - 2017, 2016 & 2015



***NOTE:** UCR Simple Assaults Offenses totals are no longer included in the 2017 line graph.**

Source: Aegis MSP (Law Enforcement Records), Aegis MSP (CAD)
Originator: Dalaity Henson, Law Enforcement Analyst