# City of Cocoa

*65 Stone Street*
*Cocoa, FL 32922*

## Meeting Agenda - Final

**Wednesday, June 10, 2020**

**6:00 PM**

**Cocoa City Council Chambers**

## City Council

## I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

## II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

**II.1** 20-298 Approve the Agenda for the Regular meeting of June 10, 2020 as presented or with amendments.

***Attachments:*** 06-10-2020 Short Agenda ADA.pdf

MINUTES:

**II.2(a)** 20-297 Approve the Minutes for the Budget Priorities and Fiscal Sustainability Workshop of May 6, 2020, as written or with amendments.

***Attachments:*** 05-06-2020 Minutes ADA.pdf
FY21 Financial Update & Budget Priority Workshop.pdf
Public Trust Advisors PowerPoint Presentation.pdf
E-Comment from Candace Rogers.pdf
Letter from Cocoa Village Playhouse.pdf
E-Comment from Stacy Hawkins.pdf

**II.2(b)** 20-301 Approve the Minutes for the Special Meeting of May 12, 2020, as written or with amendments.

***Attachments:*** 05-12-2020 Special Meeting Minutes.pdf
EXHIBIT A: Utility Privatization Cape Canaveral/Patrick AFB Presentation

## III. AWARDS AND PRESENTATIONS:

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

**III.2** 20-321 Video Presentation of the vegetation removal and restoration of the North Lakemont Stormwater Pond. (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. REPORTS:

## VI. CONSENT AGENDA:

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

***Attachments:***
- Bid Award Mid FL 100KW Trailer Mounted Generator Prices.pdf
- FL Sheriffs Association Cooperative Purchasing Program Contract FSA19-VEH
- FL Sheriffs Association Bid Tabulation (Mid FL Diesel) FSA19-VEH.17.0.pdf
- FSA BID-Blue Star 100KW Trailer Mounted Diesel Generator-Cocoa Quote 5-1
- Pre-Bid Specifications FSA19-VEH17.0.pdf
- Budget Resolution - Mid FL Generator Purchase.docx
- BAF 20-069-T-UT-Mounted Generators (6-10-20) Agenda 20-262.pdf

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

***Attachments:***
Lee Co Contract B170265-ANB (002).pdf
B170625ANB Asphalt Paving Amendment 1.pdf
B170265ANB Asphalt Renewal Confirmation 19-20.pdf
19-23-5313 Pavement Sampling and FDR Mix Design - Pineda Street.pdf
19-23-5313 Report.pdf
KS PROP#336a --IN -- Cocoa - FDR - Pineda St- $266k -- 5-15-20.pdf
052720 - APS FDR Pineda - Resolution Contigency.docx
Lee County Approval to Piggyback Off Alternative Paving Methods Solicitation.n

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

***Attachments:***
Budget Resolution FY 2020.docx
US Lawns 1 Year Renewal.pdf
City of Cocoa Covid-19 final 7 cut Maintenance Proposal.doc
BAF 20-076-T -PW-Contract Mowing (6-10-20) Agenda 20-291.pdf
PW-20-CSA-US LAWNS-001-00.pdf

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

***Attachments:***
Budget Resolution FY 2020 20-310.docx
BAF 20-072 -IT-Server and Computer (6-10-20) Agenda 20-310.pdf

## VII. PUBLIC HEARINGS:

## VIII. COUNCIL BUSINESS:

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

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

***Attachments:***
- Exhibit A - 915 FLORIDA AVE RFP.pdf
- Exhibit B -Addendum #1 P-18-11-COC (002).pdf
- Exhibit C - Addendum # 2 P-18-11-COC.pdf
- Exhibit D - Addendum #3 P-18-11-COC QA.pdf
- Exhbit E - CC Zoning Code.pdf
- Draft Project Development Agreement 8.23.18 (002).pdf
- Letter to City Manager of Cocoa from Moore on Villas.pdf
- Conceptual Plan showing phases latest draft 3-18-20.pdf
- Conceptual Plan for VILLAS as of 6-7-2020.pdf

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

***Attachments:***
- 05_29_20 Intent to Reapply.pdf
- BOA Roster.pdf

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

***Attachments:***
- 5-29-20 Intent to Reapply.pdf
- Code Roster.pdf

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

***Attachments:***
- Moretto: Letter of intent.msg
- Conkling: Letter of Intent for Citizen Representative to Space Coast Transportat
- Stoll: Letter of Intent_SCTPO CAC volunteering.pdf

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

***Attachments:***
- 05-29-20 Intent to Reapply.pdf
- US1 CRA Roster.pdf

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

## IX. CITY BUSINESS:

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

***Attachments:*** Fact Sheet.pdf
Form of EV Equipment Agreement 012820 - Municipal.pdf
Make-Ready-Requirements-Specification.pdf
Specifications.pdf
Proposed EV Locations Map.pdf

**IX.2** 20-302 Approve a Budget Transfer from General Fund Contingency (001-1600-513-39-00) to the Community Services Contract Services Account (001-3200-515-34-00) in the amount of $52,000 for third party Building Official, Commercial Inspector, and Flood Plain Review services through the remainder of Fiscal Year 2020. Approve a Budget Resolution amending the Fiscal Year 2020 Budget, BAF# 20-073-T. Authorize the Interim City Manager to approve a Change Order to Purchase Order 75956 in the amount of $42,000 and Purchase Order 73172 in the amount of $10,000.

***Attachments:*** Budget Resolution FY 2020.docx
BAF 20-073-T -CS-Txfr fr GFCont (06-10-20) Agenda 20-302.pdf

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

***Attachments:*** CARES Act Cities Interlocal Agt 052020 SLW Cities.docx
CARES Act Expenditure Reimbursement Procedures County.docx
CARES Act Treasury State Local Govt Guidance 042220.pdf
CARES Act Treasury State Local Govt Guidance FAQs 042220.pdf
CARES Act Treasury State Local Govt Guidance FAQ 050420.pdf
CARES Act Treasury State Local Govt Guidance FAQ 052820.pdf

MULTI-YEAR CONTRACTS:

## X. INFORMATIONAL AGENDA:

## XI. ADJOURNMENT

### NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

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

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-298 | **Version:** | 1 | **Name:** | |
| **Type:** | Agenda | | | **Status:** | Agenda Ready |
| **File created:** | 5/29/2020 | | | **In control:** | City Council |
| **On agenda:** | 6/10/2020 | | | **Final action:** | |
| **Title:** | Approve the Agenda for the Regular meeting of June 10, 2020 as presented or with amendments. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 06-10-2020 Short Agenda ADA.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: May 29, 2020
Agenda Date: June 10, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of June 10, 2020 as presented or with amendments.t here

## BACKGROUND:

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

## STRATEGIC PLAN CONNECTION:

NA

## BUDGETARY IMPACT:

NA

## PREVIOUS ACTION:

NA

## RECOMMENDED MOTION:


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Approve the Agenda for the Regular meeting of June 10, 2020 as presented or with amendments.



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# Agenda
# City of Cocoa
## Regular Meeting of The City Council

# Date: June 10, 2020
# Time: 6:00 pm
# Location: 65 Stone Street Cocoa, FL 32922

**I. Opening Matters:**

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

**II. Approval Of Agenda And Minutes:**

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

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

**III. Awards and Presentations:**

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

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

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

## V. Reports:

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

## VI. Consent Agenda:

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

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

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

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

## VII. Public Hearings:

None.

## VIII. Council Business:

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

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

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

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

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

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

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

## IX. City Business:

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

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

Purchase Order 75956 in the amount of $52,000. (20-302). (Community Services Director)

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

**Multi-Year Contracts:**

## X. Informational Agenda:

None.

## XI. Adjournment:

## XII. Notice To The Public:

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

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# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-297 | **Version:** | 1 | **Name:** | |
| **Type:** | Minutes | | | **Status:** | Minutes |
| **File created:** | 5/28/2020 | | | **In control:** | City Council |
| **On agenda:** | 6/10/2020 | | | **Final action:** | |
| **Title:** | Approve the Minutes for the Budget Priorities and Fiscal Sustainability Workshop of May 6, 2020, as written or with amendments. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 05-06-2020 Minutes ADA.pdf<br>FY21 Financial Update & Budget Priority Workshop.pdf<br>Public Trust Advisors PowerPoint Presentation.pdf<br>E-Comment from Candace Rogers.pdf<br>Letter from Cocoa Village Playhouse.pdf<br>E-Comment from Stacy Hawkins.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: May 28, 2020
Agenda Date: June 10, 2020
Prepared By: Monica Arsenault, Assistant City Clerk
Through:
Requested Action:
Approve the Minutes for the Budget Priorities and Fiscal Sustainability Workshop of May 6, 2020, as written or with amendments.

## BACKGROUND:

N/A

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

Approve the Minutes for the Budget Priorities and Fiscal Sustainability Workshop of May 6, 2020, as written or with amendments.

# Minutes
# City of Cocoa
## Budget Priorities & Fiscal Sustainability Workshop

# May 6, 2020

A Budget Priorities & Fiscal Sustainability Workshop was held on Wednesday, May 6, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

**I. Opening Matters:**

Mayor Williams called the meeting to order at 10:10 A.M.

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

The Assistant City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

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

**II. Workshop Topics:**

1. Budget Presentation: Projections, Priorities and Direction

Interim City Manager Fuhrer shared the agenda for the workshop and provided a presentation[1] as well as a brief history of the budget. He noted that the City contracted with Stantec last year to determine the projections for the year we are in.

He explained the General Fund FY20 Model and provided a snapshot as of March 31, 2020 of the FY20 budget and explained the use of the General Fund balance reserves. He explained the General Fund balance (2019 CAFR) and the projected use of the Fund Balance in FY20.

Interim City Manager Fuhrer noted the impact to the FY20 revenues due to Covid-19 and discussed what we know about the virus.

John Grady, with Public Trust Advisors, provided a presentation[2] and discussed the world economic outlook as of April 2020 as well as growth projections. He explained the comparison of the Great Lockdown of 2020 to the global contraction that happened in 2008-2009. He added that the first reading for the 1st quarter Gross Domestic Product (GDP) at -4.80% suggests the US has entered a recession, the first since December 2009, ending the longest economic expansion in US history. He provided a graph of the GDP from March 2018 to March 2020.

Mr. Grady also shared and discussed a graph regarding the Federal Reserve Balance from 2008-2020. He spoke briefly about the labor market, discussing nonfarm payrolls and jobless claims. He spoke about consumer spending and confidence and mentioned that retail sales are the worst we've seen in a decade.

He pointed out that interest rates fell and turned negative in late March. He shared Federal Funds futures reached zero in mid-March.

Interim City Manager Fuhrer shared that as of yesterday, information was released that Brevard County, through the CARES Act, received $105 million dollars to disperse within the County. He provided an estimation of Covid-19's impact to the FY20 revenues. Additionally, he mentioned the FY20 amendments to the General Fund revenues due to Covid-19.

Interim City Manager Fuhrer provided the FY21 General Fund Budget Overview. He discussed external factors and challenges that the City monitors as well as

[1] FY21 Financial Update & Budget Priority Workshop
[2] Public Trust Advisors PowerPoint Presentation

horizon issues regarding public safety pensions, health insurance and Lee Wenner Park. Other horizon issues include future solid waste contracts, natural disasters and the US Supreme Court Ruling regarding internet sales taxes.

Furthermore, Interim City Manager Fuhrer shared the FY21 Departmental Capital requests and CIP considerations. He also noted several community based requests.

Additionally, he recommended that Council finalize the Interlocal Agreement with current budget commitment and evaluate any further requests mid-year.

He further discussed FY21 department personal requests. He mentioned the budget development philosophy, including the City's focuses and City Council identified projects and priorities. He asked Council to provide direction and possibly give a consensus after considering and sharing what they believe is priority, including projects and initiatives they'd like to see move forward, taking into consideration the financial situation the City is in.

Mayor Williams suggested investing more into licensed lawn services to provide clean up in the City and to maintain thorough fares and main roadways. He noted perception is everything and it is important to keep up the appearance of the city. He would like to see more projects completed, such as the museum and the community garden.

Interim City Manager Fuhrer pointed out that the inmate program was paused with the Covid-19 impacts and staff is not sure when it will continue. In the meantime, Public Works is working hard to keep up the appearance of the City.

Councilmember Warner agreed with Mayor Williams that the appearance of the City is important. She added that she's noticed more trash along with roadways with more people being out and about walking and biking and she's also noticed children waiting for the bus and throwing their trash into the storm drains. She suggested that maybe this is an issue that the Sustainability Advisory Committee could address.

Councilmember Warner also recommended that with the Police Chief retiring at the end of the year the City could see some turnover if we don't increase salaries. She added that our officers are being recruited by other higher paying cities after the city invests thousands of dollars to train these officers.

Councilmember Boisvert stated that he agreed with Councilmember Warner and wants the City to prioritize the importance of taking care of its employees.

Councilmember Koss added that she would like to see incorporation of the parks plan and she noted the importance of stormwater management. She agreed with the Mayor in regards to the importance of the upkeep of the City and its appearance. She also recommended that the City consider training staff to speak Spanish. In response, Councilmember Warner pointed out that there is a church in the City that offers these types of classes, and they also teach Portuguese.

Councilmember Koss also believes community gardening is important and suggested that information regarding nutrition be dispersed as well.

Mayor Williams mentioned that he believes any employees making under fifteen dollars an hour should be bumped up to fifteen dollars, even if it's an increase over a three year span. He also believes that any employee who has worked for the City for over fifteen years should be close to reaching the top of their pay scale. He stressed the importance of happy employees.

Deputy Mayor Goins shared that there are a lot of renters in the City and he would like to see the City invest in affordable housing. He spoke specifically about the Michael C. Blake subdivision and would like to see the City offer assistance to that development. He also shared that he agreed with Councilmember Warner in regard to offering better or additional benefits, salaries and education to our officers.

Deputy Mayor Goins would also like to enhance security in the City, including the City's parks. He talked about stormwater drains and ways to stop trash from falling in. He also spoke in regard to the City's right-a-ways as well as investing in signs to slow traffic on residential streets and in neighborhoods.

Interim City Manager Fuhrer asked for a preliminary consensus to build the proposed FY21 budget, including the millage rate and the fire assessment rate. He clarified that he is only seeking a consensus from Council and that they will not vote on the millage rate and fire assessment rate until the first public hearing later in the year.

Deputy Mayor Goins recommended that a conversation be held where the City considers putting utility bills in the homeowner's name instead of putting it in the renter's name. In response, Councilmember Warner suggested that he reach out to the Space Coast Realtor's Association and have a conversation with them.

Further discussion was held regarding the pros and cons of making it mandatory for utility accounts to be placed in the name of the homeowner.

Ms. Howell pointed out that she believed the increase is automatic per the resolution and this would need to be addressed if Council decides to move in a different direction.

* **CONSENSUS to move forward with staff's recommendation and to allow staff to build the FY21 budget as discussed, but to revisit the topic and reassess information at a future meeting[3].**

Ms. Senger read an e-comment[4] from Candace Rogers, 93 Delannoy Ave., Cocoa into the record.

Interim City Manager Fuhrer provided graphs and information regarding expenses and operating funds for the Water & Sewer fund. He also shared several key observations regarding the Water & Sewer fund.

Additionally, he shared the FY21 Water/Sewer CIP requests.

Interim City Manager Fuhrer clarified that this will be revisited in August.

* **CONSENSUS to move forward with staff's recommendation for now, but to revisit the discussion at a future meeting.**

Interim City Manager Fuhrer discussed the Stormwater Fund. He asked for a consensus from Council to move forward to build the budget.

* **CONSENSUS to move forward with staff's recommendation and to allow staff to build the FY21 budget as discussed, but to revisit the topic and reassess information at a future meeting.**

Interim City Manager Fuhrer shared upcoming dates for the next workshops and hearings regarding the budget.

Discussion was held regarding the $105 million dollars that was given to Brevard County for disbursement.

Ms. Bunt pointed out that a resolution was provided to Council regarding outdoor seating for restaurants and staff is requesting that Council offer their approval. Staff would like to issue these permits to businesses as long as certain guidelines are followed.

Interim City Manager Fuhrer mentioned that the City is looking to pilot a public seating area, where citizens could purchase food and utilize this public seating

[3] A 5 minute break was taken from 12:40-12:45pm
[4] E-Comment from Candace Rogers

area to sit and eat. The City would add extra trash cans and utilize Leisure Services staff for clean-up.

* **MOTION by Councilmember Koss; SECONDED by Councilmember Warner to approve the Resolution.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

**THE MOTION CARRIED UNANIMOUSLY (5-0)**

Interim City Manager Fuhrer explained the Phase 2 plan for reopening the state and asked for Council's consensus to reopen City facilities consistent with the Governor's orders.

Council agreed that this discussion be revisited at the May 13th Council meeting so that they can reassess Covid-19 numbers in the County because they are concerned for the safety of employees[5].

Interim City Manager Fuhrer mentioned that a letter[6] was received from the Cocoa Village Playhouse.

Ms. Senger read an e-comment[7] from Stacy Hawkins into the record.

Councilmember Warner clarified that Council could give the Playhouse permission to continue their activities in accordance with the Governor's orders. In response, Interim City Manager Fuhrer agreed.

It was decided that this topic would be brought back at the May 13th Council meeting.

* **MOTION by Councilmember Boisvert; SECONDED by Councilmember Warner to adjourn the Budget Workshop.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

**THE MOTION CARRIED UNANIMOUSLY (5-0)**

[5] Deputy Mayor Goins left the room at 1:25pm & returned at 1:28pm
[6] Letter from Cocoa Village Playhouse
[7] E-comment from Stacy Hawkins

**The meeting was adjourned at 1:34 pm.**

_____

**Jake Williams, Jr., Mayor**

**ATTEST:**

_____

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

# FY 2021
# Financial Update and Budget Priority Workshop
# Projections, Priorities and Direction

May 6, 2020

# Agenda

- Background - General Fund Sustainability Model
- Review of Fiscal Year 2020 Budget To Date
- Prior Year Budget Philosophies
- Fund Balance Reserves and Policy
- Revenue Challenges due to External Factors (Covid-19)
- Revenue Projections
- Departmental Capital Requests and Large Non-Capital Expenditures on the Horizon
- Grant Availability for Capital Improvement Plans & Master Plans
- Budget Priorities
- Preliminary Consensus: Millage Rate, Fire Assessment, Stormwater Assessment and Utility Rates, to build the Fiscal Year 2021 Budget
- Fiscal Year 2021 Budget Calendar

# Responsible Fiscal Management

GFOA Certificate of Achievement for Excellence in Financial Reporting




Assigned Aa2 rating from Moody's Investors Service.

GFOA Distinguished Budget Presentation Award




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

COCOA FLORIDA

# FY2020 Review

# Actual To Date as of 3/31/2020

# Fiscal Year 2020

The City contracted with Stantec to update the General Fund Sustainability, Cost Allocation, Stormwater Revenue Sufficiency and the Water/Sewer Revenue Sufficiency Models, for the FY2020 Budget Process

- Validated/Updated Assumptions and Projections
- Update the Cost Allocation
- Evaluated FY2020 Water/Sewer Utility Rates
- Evaluated FY2020 Millage and Fire Assessment Rates
- Reviewed Capital Funding through use of General Fund Balance Reserves
  - ❑ Dr. Joe Lee Smith Center- Estimated Completion June 2020
  - ❑ Lee Wenner Park & Riverfront Park Restoration- Estimated Completion July 2020
  - ❑ Fiske Boulevard Streetscape- Estimated Completion 2021

# General Fund
# Fiscal Year 2020 Model

**FAMS-XL** | **City of Cocoa, FL** **General Fund**

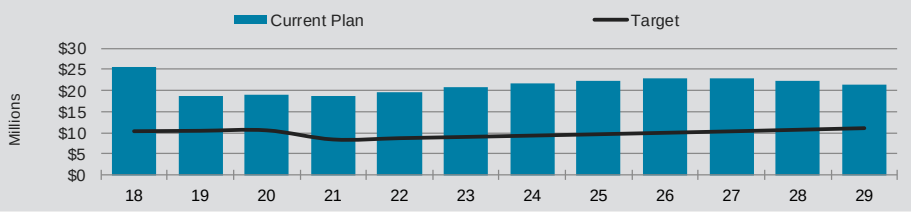
Stantec

CALC | SAVE | LAST | CTRL | 5/10

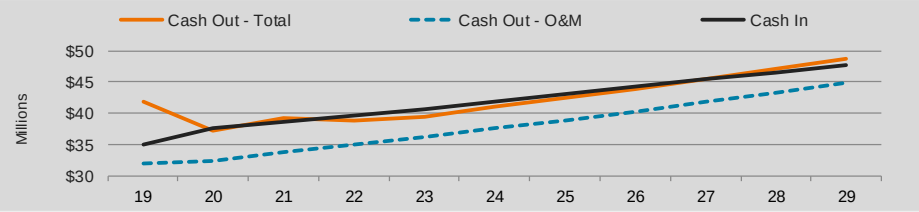
| | FY 2019 | FY 2020 | FY 2021 | FY 2022 | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Millage Rate | 5.9790 | 5.9790 | 5.9790 | 5.9790 | 5.9790 | 5.9790 | 5.9790 | 5.9790 | 5.9790 | 5.9790 | 5.9790 |
| Taxable Value Increase | 9.1% | 10.6% | 4.0% | 3.0% | 3.0% | 4.3% | 4.2% | 5.3% | 3.0% | 3.0% | 3.0% |
| Cash Flow Surplus/(Deficit) $M | $ (6.82) | $ 0.43 | $ (0.50) | $ 0.93 | $ 1.26 | $ 0.93 | $ 0.63 | $ 0.38 | $ (0.03) | $ (0.46) | $ (0.94) |
| End of Year Fund Balance $M | $ 18.72 | $ 19.15 | $ 18.65 | $ 19.58 | $ 20.84 | $ 21.76 | $ 22.40 | $ 22.78 | $ 22.75 | $ 22.29 | $ 21.36 |
| Target Fund Balance $M | $ 10.57 | $ 10.68 | $ 8.46 | $ 8.78 | $ 9.08 | $ 9.40 | $ 9.74 | $ 10.08 | $ 10.45 | $ 10.82 | $ 11.21 |
| Balance % of Expenses | 44.69% | 51.45% | 47.61% | 50.49% | 52.75% | 53.11% | 52.82% | 51.87% | 50.07% | 47.41% | 43.87% |

| | |
|---|---|
| Growth | Medium |
| WMDC? | Y |
| EA? | N |
| FF? | N |

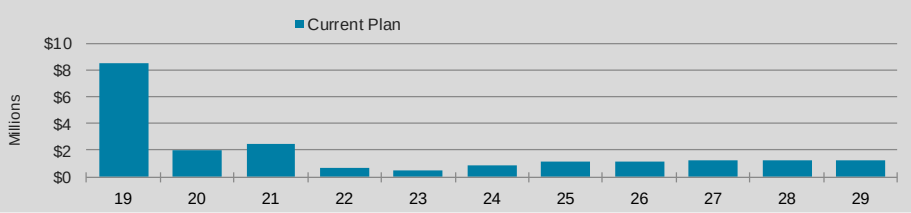
**End of Year Fund Balance**



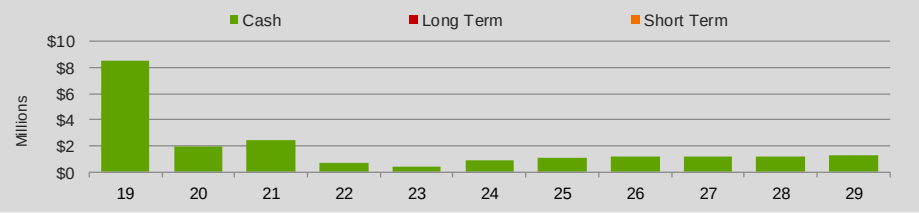

**Revenues vs. Expenses**




**CIP Spending**




**CIP Funding**




Stantec

# FY 2020 BUDGET to ACTUAL SNAPSHOT as of March 31, 2020

| | FY20 Amended Budget | YTD Encumbrances | FY20 Actual Transactions | Remaining Balance | % Rec/Used |
|---|---|---|---|---|---|
| General Fund | | | | | |
| Revenues | $40,433,506 | | $22,365,309 | $18,068,197 | 55% |
| Expenses | $40,433,506 | $3,501,958 | $17,083,122 | 19,848,426 | 51% |
| Net | | | $5,282,187 | | |
| Water/Sewer Fund | | | | | |
| Revenues | $67,017,178 | | $36,383,897 | $30,633,281 | 54% |
| Expenses | $67,017,178 | $8,996,221 | $27,737,020 | $30,283,937 | 55% |
| Net | | | $8,646,877 | | |
| Stormwater Fund | | | | | |
| Revenues | $1,944,353 | | $1,412,701 | $532,150 | 73% |
| Expenses | $1,944,353 | $80,126 | $1,010,105 | $854,122 | 56% |
| Net | | | $402,596 | | |

*Current year collections through March are consistent with prior Fiscal Years.

# Use of General Fund Balance Reserves

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

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

# General Fund Balance (2019 CAFR)

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

- Fiscal Year 2020 projected use Fund Balance $2,421,825

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

Remaining Unassigned Fund Balance FY2020 = $2,785,249

# Covid-19 Impact to FY20 Revenues

"Safer-At-Home" order effective 3/23 - 5/4/20 limiting movement and temporarily closing non-essential businesses has reduced consumer activity & related revenue sources for General Fund:

- State Shared Revenues – Decrease due to less consumer spending and travel
- Local Sales Tax – Decrease due to less consumer spending
- Local Gas Tax – Decrease due to less fuel consumption
- Local Business Tax – Decrease due to the limited new business openings and closures of existing businesses
- Building Permits – Decrease due to restrictions limiting construction activity and overall economic uncertainty
- Penalties – Decrease due to waiving late fees to relieve utility customers experiencing economic hardship

*State shared revenues received up to 2 months (March actuals anticipated in June)

# Covid-19- What we Know

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

- State of Florida March Sales Tax down 25% (March 23 "Safer at Home)
- Stock Market Evaluation- (Public Trust Advisors)
- Property Values Impact Delayed and Unknown
- Duration of the Event- Second Wave?
- Unemployment- 2.8% February to 4.3% March
  - Brevard- DEO 4.2% of Labor Force Since March, 12,030 Claims
- The Board of County Commissioners 5-5-2020 approved the use of up to $4.4 million in CARES funds for housing rental and mortgage assistance, housing utility and security deposit, and food stability for individuals impacted by COVID-19.

# Estimated Covid-19 Impact to FY20 Revenues

City of Cocoa, FL

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

**Selected General Fund Revenue Sources - FY 2020 Budget**

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

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

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

# FY20 Amendment to General Fund Revenues Due to Covid-19

In preparation of potential Covid-19 impact to General Fund Revenues in FY20, at the May 13, 2020 City of Cocoa Council Meeting, an agenda item will be presented for Council approval to reduce the use of Budgeted General Fund Balance Reserves, and Revenues as well as reducing the associated expenses.

- Freeze Identified Vacant Positions (Salary and Benefits)
  - Parks & Right of Way Coordinator $68,904
  - Streets and Stormwater Manager $99,273
  - HR Intern $2,589
  - Summer Youth Internship $8,000
- Projects/Training/Study
  - City Management Retreat $15,000
  - Information Technology Security Study $50,000
  - 2 Railroad Crossing Repairs $209,000

Total Current Cost Reductions = $451,766

Difference in potential revenue reduction (Stantec – worst case) & Cost Reductions = ($556,387.00)

# FY 2021 Budget Planning

# FY2021 GF Budget Overview

PRELIMINARY FY2021 General Fund Budget:

- Revenues: Approximately $38 million projected for the General Fund
- Expenses: Department entry began March 16, 2020
- Capital Spending: Continue to utilize recurring annual revenues to reduce/eliminate use of Unassigned Fund Balance
- Identify Grant opportunities that align with the Capital Plan
- Target for Operating Budgets FY2020: 0% increase in operating and no new positions

Budget Expense/Revenue Drivers:

Revenue

- **Unknown impact to General Fund Revenues Covid-19 (Continuously Monitoring)**
- Unknown timing of Hurricane Irma ($2,859,376) and Dorian ($130,703) reimbursements
- Walmart on tax roll (40% of tax abatement 5 years, 2023) factored in FAMS Sustainability Model
- Stantec projected 3% to 4% growth in property values excluding new construction – Covid-19 impact unknown, Initial estimated valuations released mid-May

Expenses

**Salaries:** All union contracts successfully negotiated in FY 2018 provide for an annual salary increase of 3% (FY21 $187,000) for three years. FY2021 is year three.

**Health Insurance:** Estimated Projected Increase based on current Claims Experience (14% or +$800,000), COVID Impact

**Employee Health Center:** Potential increase based on Partnership Agreement, re: capacity/usage among partners

**ERP:** $1,500,000

# External Factors and Challenges

| | |
|---|---|
| Consumer Price Index (2/2020)[1] | 2.30% |
| Municipal Cost Index (1/2020)[2] | 1.64% |
| Construction Cost Index (1/2020)[2] | 1.69% |
| Wages and Salaries[3] (State/Local Government Workers) | 2.6% |
| Compensation[3] (State/Local Government Workers) | 1.5% |

Sources:

[1] U.S. Bureau of Labor Statistics (CPI-U February 2020 Report)

[2] American City and County (https://www.americancityandcounty.com/municipal-cost-index/)

[3] U.S. Bureau of Labor Statistics – Reported Quarterly, December 2019 (http://data.bls.gov)

# Horizon Issues…

- Public Safety Pensions
  - Fire UAAL - $8,064,753 (increase of $720,852) 73.0% funded ratio
  - Police UAAL - $2,716,732 (decrease of $68,076) 92.3% funded ratio
- Health Insurance
  - Health – Annual increasing costs and number of catastrophic claims +14% ($800,000)
- Lee Wenner Park – County/City ILA, $60,000 BOCC contribution ends in FY2022

# Horizon Issues…

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

# Capital Budget Prioritization
# FY2021-2025 CIP Analysis

***Priority I – Imperative (Must Do)*** Projects represent projects that cannot reasonably be postponed in order to avoid harmful or undesirable consequences.

- Addresses a condition dangerous to public health, safety or welfare.
- Achieves compliance with a mandate or other legal obligation (contract/development order).
- Alleviates an emergency service disruption or deficiency.
- Prevents irreparable damage to a critical public facility.

***Priority II – Essential (Should Do)*** Projects represents projects that address clearly demonstrated needs or objectives.

- Projects identified in the 2016-2021 Strategic Plan that will stimulate economic growth and induces opportunity to attract private capital investment.
- Deferment would result in severe degradation of public facilities and/or reduction in level of service.
- Reduces future operating and maintenance costs and advances fiscal sustainability.
- Leverages available federal, state or county funding or public-private partnerships (grant awarded or public-private partnership, matching requirement considerations).
- Reduces demand on natural resources and/or promotes sustainability.

***Priority III – Important (Could Do)*** Projects represent projects that benefit the community but may be delayed without detrimental effects to core municipal services.

- Rehabilitates or replaces an obsolescent public facility.
- Provides a new or expanded level of service to City of Cocoa residents and/or business owners.
- Leverages available federal, state or county funding (grant opportunities/joint funding).
- Enhances natural or cultural resources.

***Priority IV – Desired (Nice to Do)*** Projects represent projects that would add value to the community's quality of life,but are not necessary to the delivery of core municipal services.

- Promotes and enhances the City of Cocoa's image, physically or emotionally.
- Enhances and expands recreational or community amenities.
- Presents an opportunity to enhance and strengthen community identification within the Space Coast region.

COCOA FLORIDA

# FY2021 Departmental Capital Requests

## Police Department

- 7 Replacement Police Patrol Cars and 7 Unmarked Cars - $530,152
- Victims Advocate Vehicle (Contingent on **Grant** Funding) - $24,742
- SWAT Vehicle- $128,881
- 3D Laser Scanner (Contingent on **Grant** Funding) - $59,569
- Traffic Response Trailer (Contingent on **Grant** Funding) - $16,688
- Radio Replacement $100,844

**Total CIP Request: $769,614**

## Fire Department

- Extrication Equipment (Contingent on **Grant** Funding) $35,000
- Pierce Enforcer Pumper $639,725
- Fire Inspector Vehicle $24,251
- Active Shooter Equipment $10,000

**Total CIP Request: $708,976**

# FY2021 CIP Considerations

**Police Department**

- ~~14~~ 7 Replacement Police Patrol Cars $318,500
- Victims Advocate Vehicle (Contingent on **Grant** Funding) - $24,742
- ~~SWAT Vehicle- $128,881~~
- 3D Laser Scanner (Contingent on **Grant** Funding) - $59,569
- Traffic Response Trailer (Contingent on **Grant** Funding) - $16,688
- ~~Radio Replacement $100,844~~

**Total CIP Request: $ 419,499**

**Fire Department**

- Extrication Equipment (Contingent on **Grant** Funding) $35,000
- ~~Pierce Enforcer Pumper $639,725~~
- ~~Fire Inspector Vehicle $24,251~~
- Active Shooter Equipment $10,000

**Total CIP Request: $45,000**

***Contingent on Grant Funding and General Fund Revenue Shortfall due to Covid-19**

# FY2021 Departmental Capital Requests

**Community Service**

- Logistics Training Center (Contingent on **Grant** Funding)) $100,000

**Public Works**

- Annual Street Paving $300,000
- Flatbed Truck $87,000
- Indian River Drive Stabilization (Contingent on **Grant** Funding) $550,000
- Provost Park Parking Lot (Contingent on **Grant** Funding) $318,500
- 2 Mowers $17,000
- 2 Replacement Vehicles $71,000
- Fleet Above Ground Fuel Tank $375,000 (FY20 Possibly)
- Liftmoore Crane $10,000
- Fleet Faster Asset Upgrade $120,000
- City Hall HVAC $34,500
- I.T. HVAC $37,000
- Demo Old Fire Station 1 $19,600
- Police Department Fence and Gate Controllers $90,000
- Police Elevator Controllers $100,000
- Porcher House Elevator Controllers $100,000
- Cocoa Playhouse HVAC $45,000
- Myrt Tharpe Square Roof Replacement $26,500
- Police Department Generator Replacement $97,500
- Police Department Wall Rehab $95,000
- Police Department Roof Replacement $265,000
- Public Works Access Control $22,000
- Public Works Pole Barn Rehab $85,000
- Repaint City Hall $48,500
- Holiday Pole Displays $30,000 (For three years)
- City Wide Bench Replacement $30,000 (For three years)

**Total CIP Request: $2,974,100**

# FY2021 CIP Considerations

**Community Service**

- Logistics Training Center (Contingent on **Grant** Funding)) $100,000

**Public Works**

- Annual Street Paving $300,000
- Flatbed Truck $87,000
- Indian River Drive Stabilization (Contingent on **Grant** Funding) $550,000
- Provost Park Parking Lot (Contingent on **Grant** Funding) $318,500
- 2 Mowers $17,000
- ~~2 Replacement Vehicles $71,000~~
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- Liftmoore Crane $10,000
- Fleet Faster Asset Upgrade $120,000
- City Hall HVAC $34,500
- I.T. HVAC $37,000
- Demo Old Fire Station 1 $19,600
- Police Department Fence and Gate Controllers ~~$90,000~~ $45,000 (For two years)
- Police Elevator Controllers $100,000
- ~~Porche House Elevator Controllers $100,000~~
- Cocoa Playhouse HVAC $45,000
- Myrt Tharpe Square Roof Replacement $26,500
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- Public Works Access Control $22,000
- ~~Public Works Pole Barn Rehab $85,000~~
- Repaint City Hall $48,500
- Holiday Pole Displays $30,000 (For three years)
- City Wide Bench Replacement $30,000 (For three years)

**Total CIP Request: $2,352,600**

***Contingent on Grant Funding and General Fund Revenue Shortfall due to Covid-19. Items prioritized within the budget pending future revenue projections.**

# Community Based Requests

- Brevard Public Schools, Cocoa High School - $75,000 (Budget FY19, FY20)
  (Track, Football Field Turf, Bleachers)

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

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

- Recommendation- Finalize Interlocal Agreement with current budget commitment, evaluate any further requests at Mid-Year.

# FY21 Department Personal Requests

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

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

| Increase to the Headcount | |
|---|---|
| 001 | 3 |
| 421 | 4 |
| | 7 |

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

*Proposed positions, will be reviewed at mid-year.

# Budget Development Philosophy

## FOCUS:

- **FY2019** – Community Improvements/Employee Investment
- **FY2020** – Community Improvements, Sustainability/Resiliency, and Employee Investment
- **FY2021** – Maintain Levels of Service, Prevent Layoffs/Furloughs Re-evaluate Mid-Year
  - Funds in Assigned for ERP/Software Conversion
  - Roadway/Sidewalk Construction and Repair & Maintenance (20yrs, 3miles)
  - Sustainability/Resiliency Implementation
  - Economic Development
  - Identify Grant Related Projects in the Capital Plan

- City Council Identified Projects and Priorities

# City Council Direction

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

1. Millage Rate:
   - Maintain Current Millage Rate – 5.9790
   - Preliminary Tax Roll will not be received from BCPA until June 2020
2. Fire Assessment Rate:
   - FY2020 Projected 3% Increase

# Water/Sewer Utility

# Water & Sewer Fund

**Background:**

- Utility Revenue projections based on Stantec's 2019 Report. FY2021 Revenues will be updated when the Stantec Water/Sewer Rate Study is complete.
- Prior year analysis shows a 5% annual rate adjustment, approved by Resolution.

# FAMS-XL | City of Cocoa, FL — Water & Sewer Fund

Stantec

CALC | SAVE | CTRL | LAST | OVR

| | FY 2019 | FY 2020 | FY 2021 | FY 2022 | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 | FY 2028 | FY 2029 | FY 2023 | FY 2028 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Water Rate Plan | 0.00% | | | | 5.00% | 5.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 27.0% | 26.97% |
| Sewer Rate Plan | 0.00% | | | | 5.00% | 5.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | 27.8% | 27.81% |
| Reuse Rate Plan | 0.00% | 5.00% | 5.00% | 5.00% | 5.00% | 5.00% | 4.00% | 4.00% | 4.00% | 4.00% | 4.00% | | |
| Senior-Lien DSC | 2.74 | 3.03 | 3.03 | 3.28 | 2.94 | 3.05 | 2.78 | 2.83 | 3.45 | 3.43 | 3.59 | | |
| Subordinate DSC | 5.39 | 5.90 | 6.35 | 7.84 | 8.84 | 10.56 | 14.10 | 23.32 | 27.25 | 28.94 | 31.31 | | |
| Avg WS Bill (5 Kgal) | $82.94 | $87.08 | $91.44 | $96.03 | $100.87 | $105.74 | $109.96 | $114.34 | $118.94 | $123.71 | $127.69 | | |

5% Annual Rate Adjustments

Scenario Manager

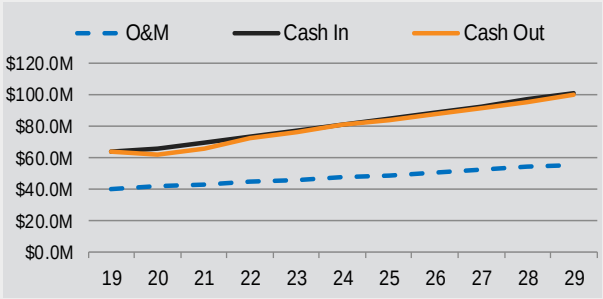
2019 Rev | Calculated

Strong debt service coverage

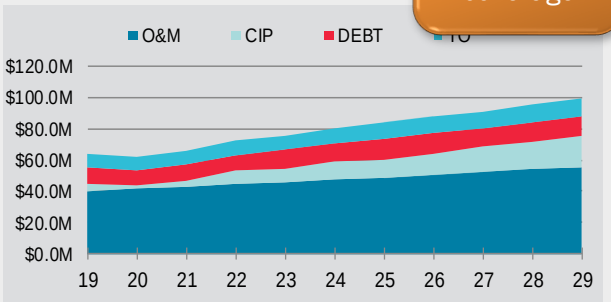
Operating Fund



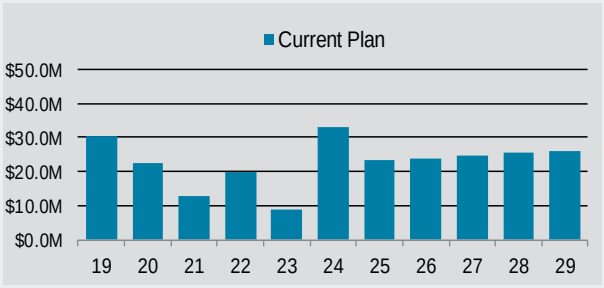

Revenues vs. Expenses



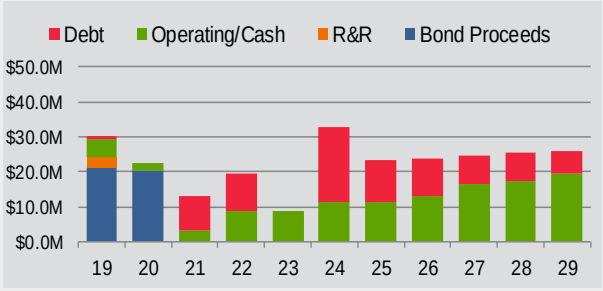

Expenses by Type



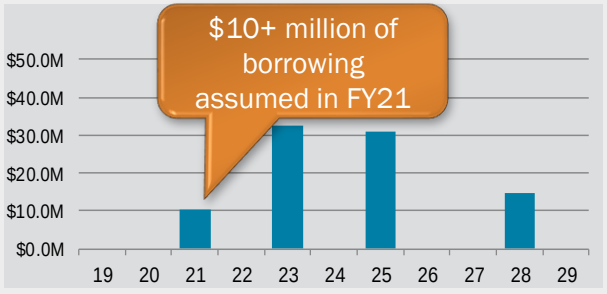

CIP Spending




CIP Funding




Borrowing



# Water & Sewer Fund

**Key Observations:**

- Stantec Conducting a Full Water/Sewer Rate Study (Underway)
- Capital Improvements Related to the Revenue Utility Bond Series 2018B
  - Provides strong debt service coverage
  - Maintains reserve balances above minimum target (4 to 6 months O&M costs per the Master Bond Resolution, by FY2021)
  - Consumption increased 14% (March 2020 - April 2020) and water collections remain consistent

# FY2021 Water/Sewer CIP Request

Water/Sewer Capital Plan is inclusive of Capital, Non-CIP, and Significant Operating Costs:

- Capital Plan $10,217,026
  - $1,350,000 Water Main at Sykes Creek
  - $2,500,000 Pipe Infrastructure and Replacement
  - $1,164,000 Utility's Program Management
  - $1,090,000 Lift Station #1 Replacement
  - $1,000,000 New Well #17
- Non-CIP Capital $474,949
- Significant Operating $2,845,000 (ERP, Repair & Maintenace )

# City Council Direction

- **PRELIMINARY Consensus to build proposed FY2021 Budget**

  Utility Rate: Maintain 5% increase consistent with Rate Resolution, until the Complete Water/Sewer Rate Study is complete and brought to City Council




# Stormwater

# Stormwater Fund

- Stantec Model FY21

  Recommended 9% increase ($165,000)
- Annually Impact for the Average Taxpayer ($9.96)
- Major Capital Projects (Fiske Blvd. Complete Streets/Sidewalk $3.1 Million, Pipe Lining $200,000 )
- City Council Consensus

# What's Next…

- City Council FY2021 Budget Workshop/Hearings
  - June 25, 2020 @ 6:00 PM – Fiscal Sustainability Update/Budget Workshop
  - July 22, 2020 @ 6:00 PM – TRIM Hearing (Set the tentative ad valorem millage rate)
  - August 12, 2020 @ 6:00 PM – Utility Rates Public Hearing/ Stantec's Report
  - August 26, 2020 @ 6:00 PM
    - Resolution – Preliminary Fire Protection Assessment
    - Resolution – Preliminary Stormwater Assessment/Rates

- 1ST Public Hearing – September 9, 2020 @ 6:00 PM
  - Vote for a Proposed Millage Rate
  - Vote on the Proposed FY2021 Budget
  - Resolution – Final Fire Assessment
  - Resolution – Final Stormwater Assessment/Rates

- 2nd Final Public Hearing – September 23, 2020 @ 6:00 PM
  - Adopt Final Millage Rate
  - Adopt the FY2021 Budget

# QUESTIONS





PUBLIC® TRUST ADVISORS

# Economic Update

City of Cocoa Budget Workshop

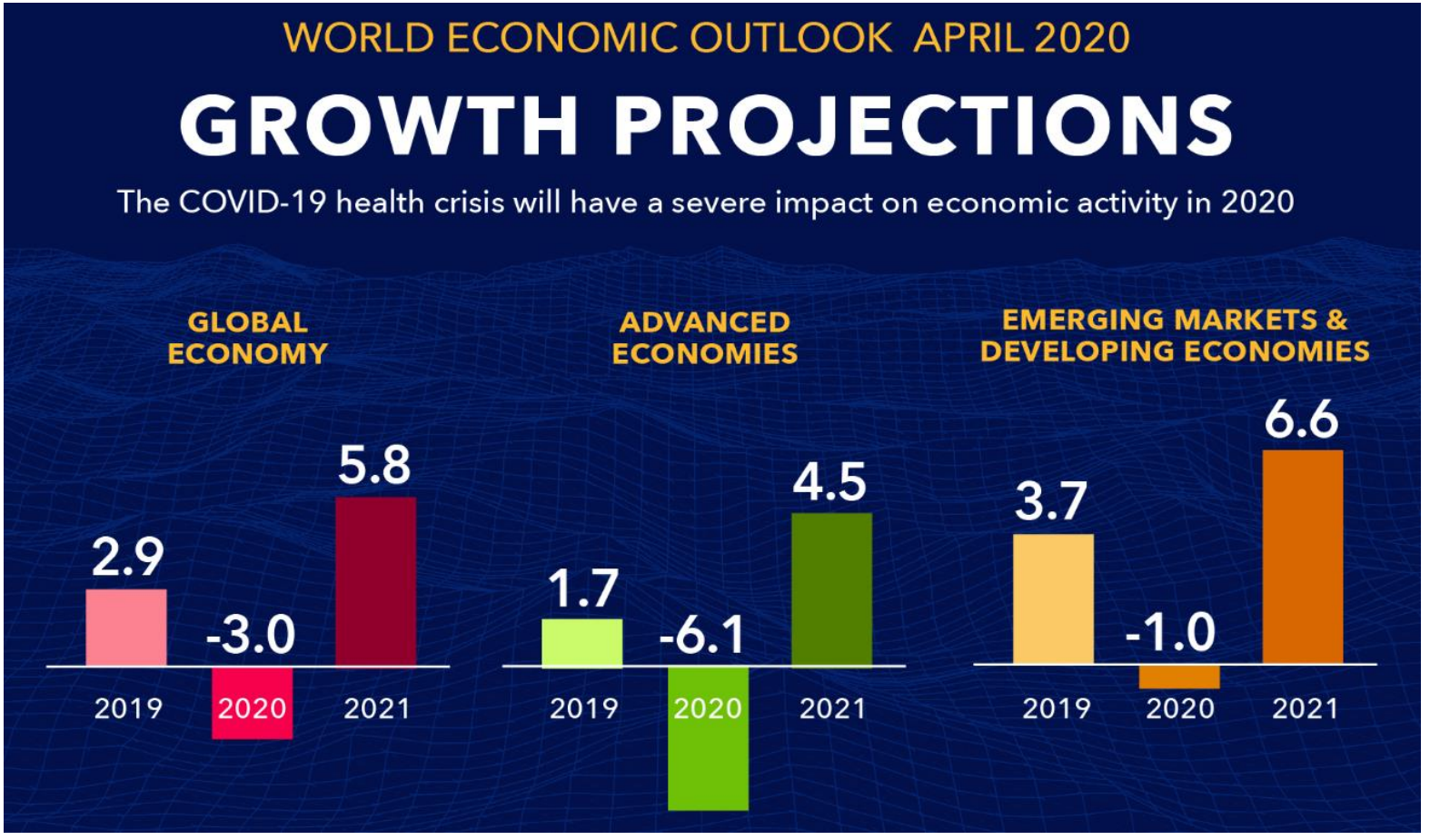
May 6, 2020

# Economic &Market Update



# “The Great Lockdown”

International Monetary Fund (IMF)

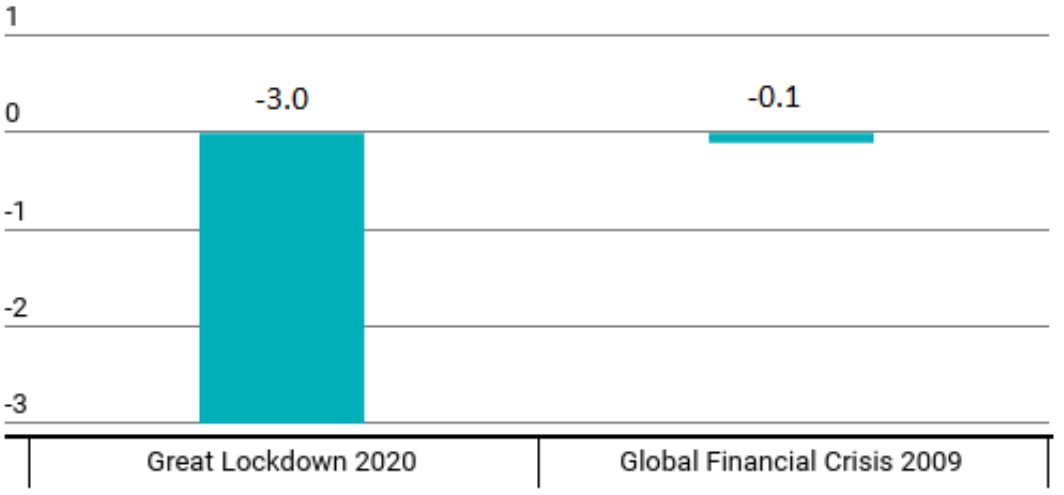



Source: International Monetary Fund,: World Economic Outlook, April 2020

# Steepest Contraction in a Century?

**The Great Lockdown**
The world economy will experience the worst recession since the Great Depression.

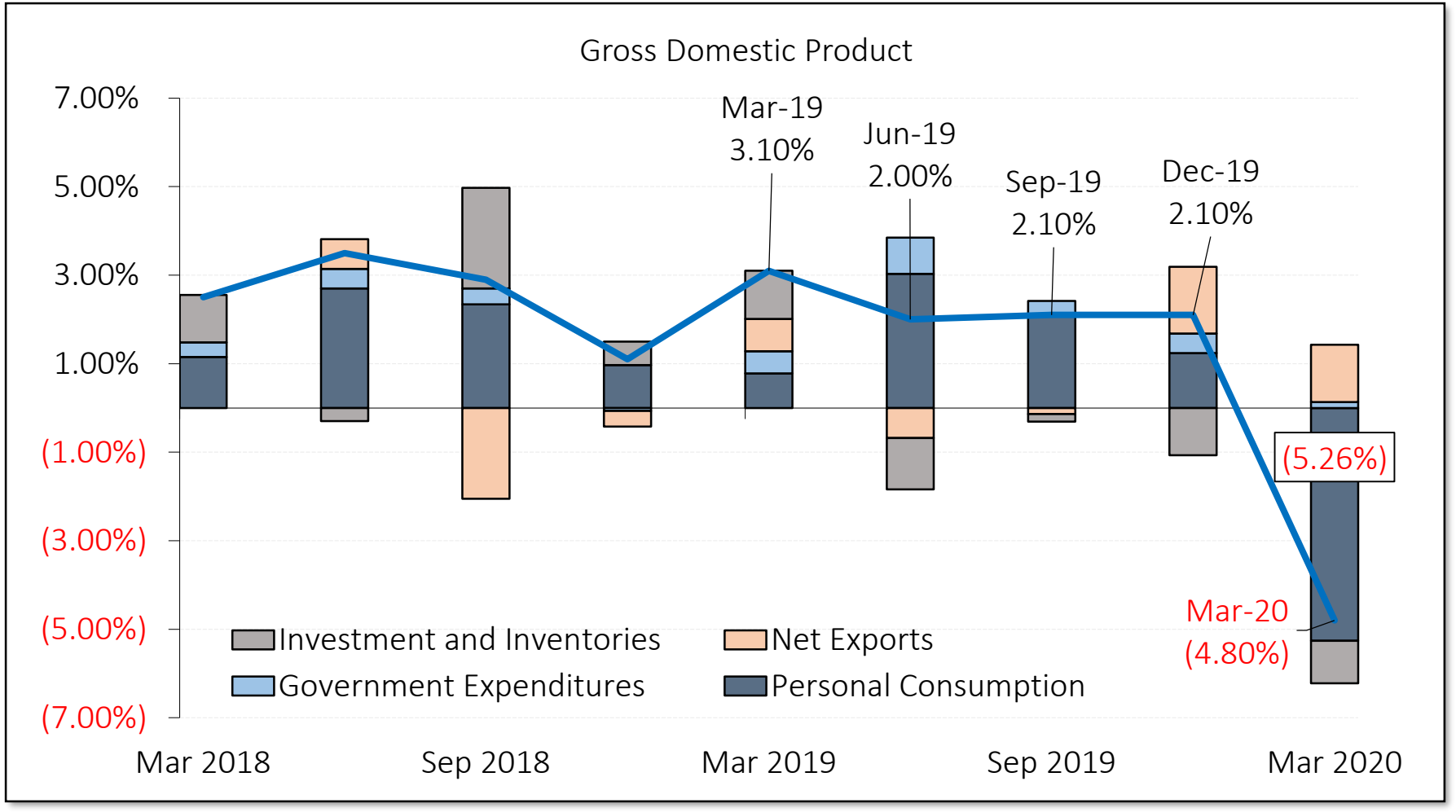
(real GDP growth, year-on-year percent change)




Source: IMF, *World Economic Outlook*.

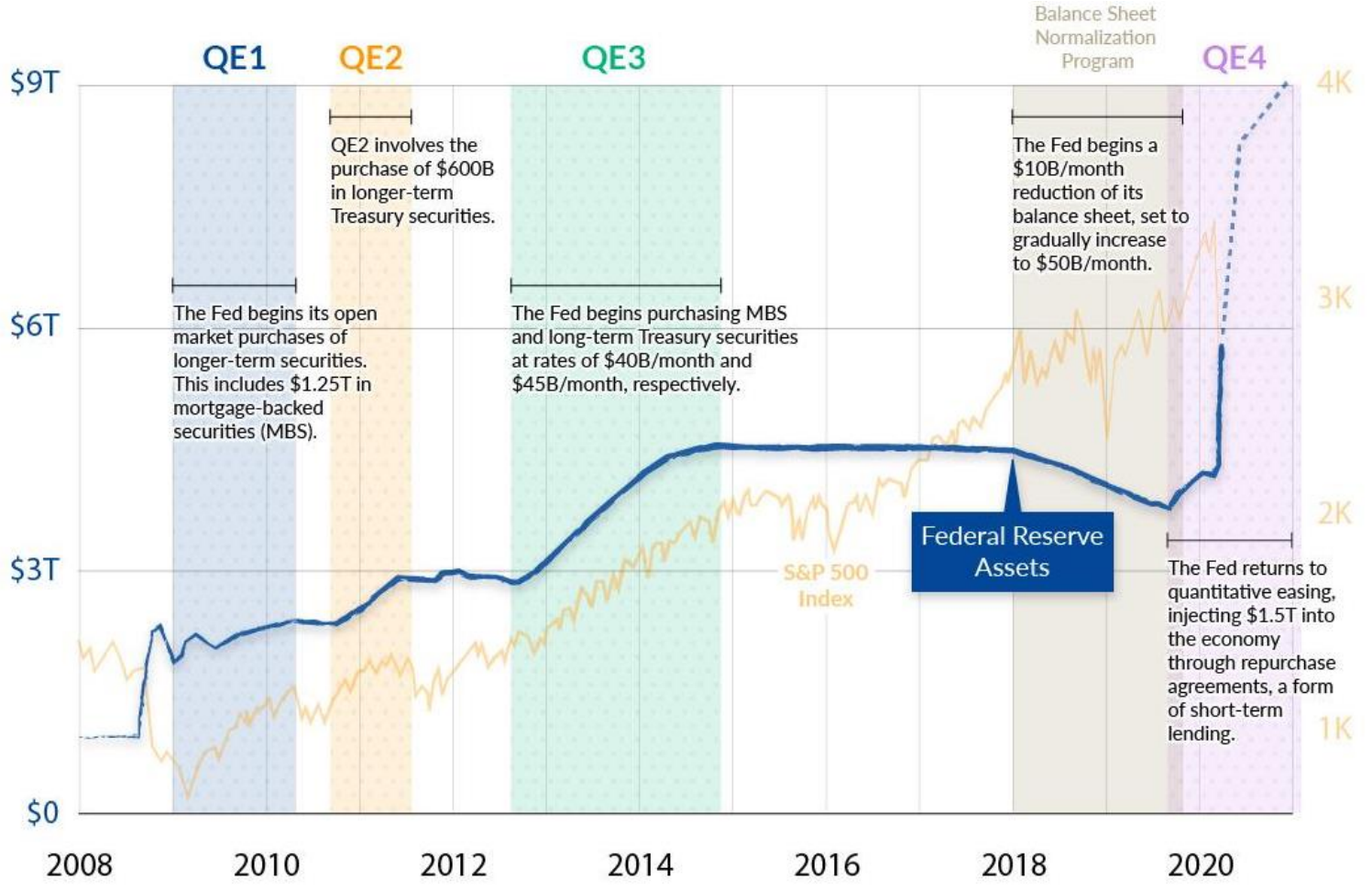
# GDP Suggests Recession Began in Q12020

- The first reading for 1st quarter GDP at -4.80% suggests the U.S. has entered a recession – the first since December 2009 – ending the longest economic expansion in U.S. History.




Source: Bloomberg

# Federal Reserve Balance Sheet Explodes



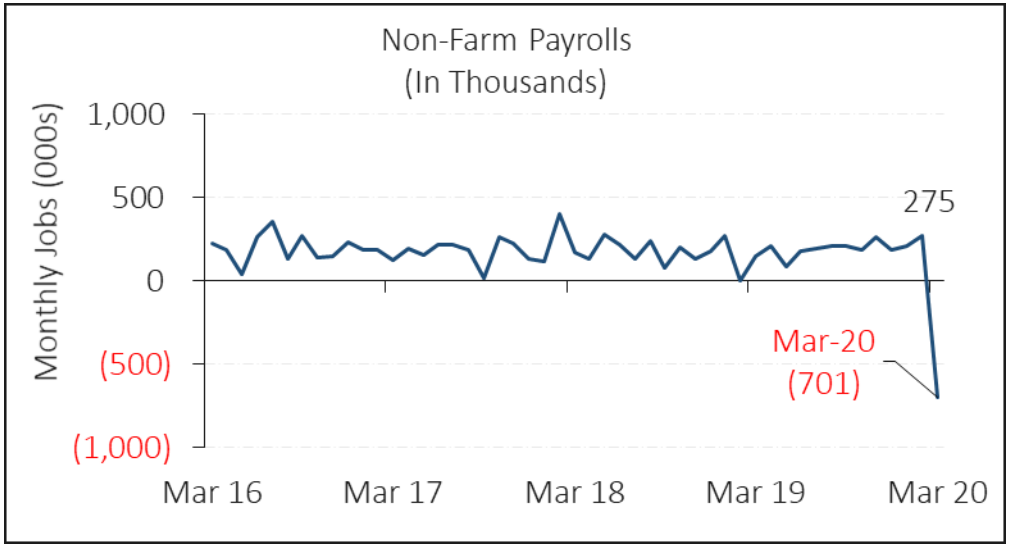

Sources: Federal Reserve, CNBC

Projected future assets based on BofA Global Research

# Labor Market

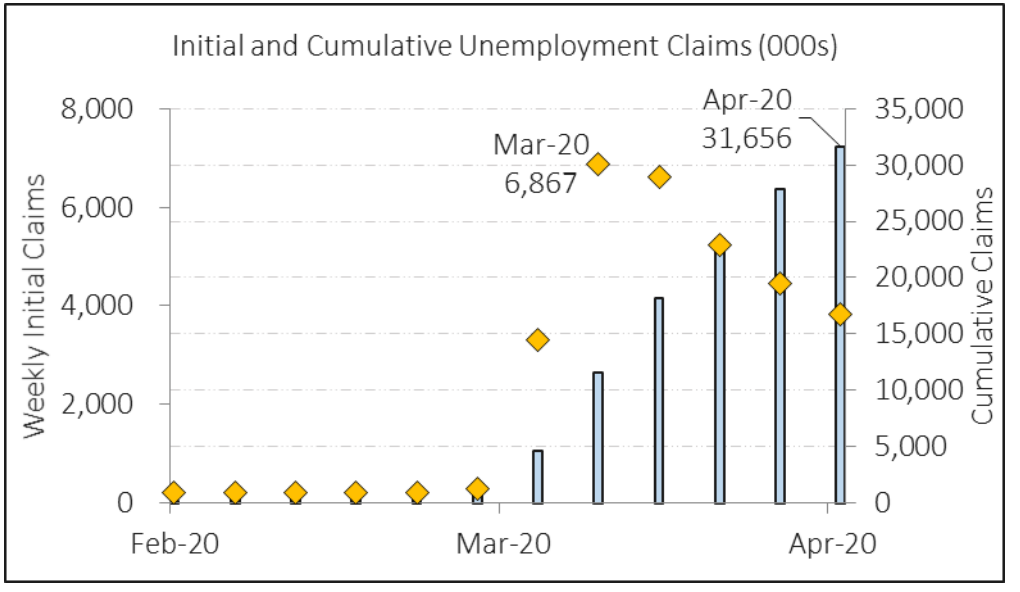
## Nonfarm Payrolls

- March posted more than 700k job losses and this number will be dwarfed once April figures are released in early May.
- The unemployment rate in March was 4.40% although the rate is expected to be between 15% - 20% by the end of April.




## Jobless Claims

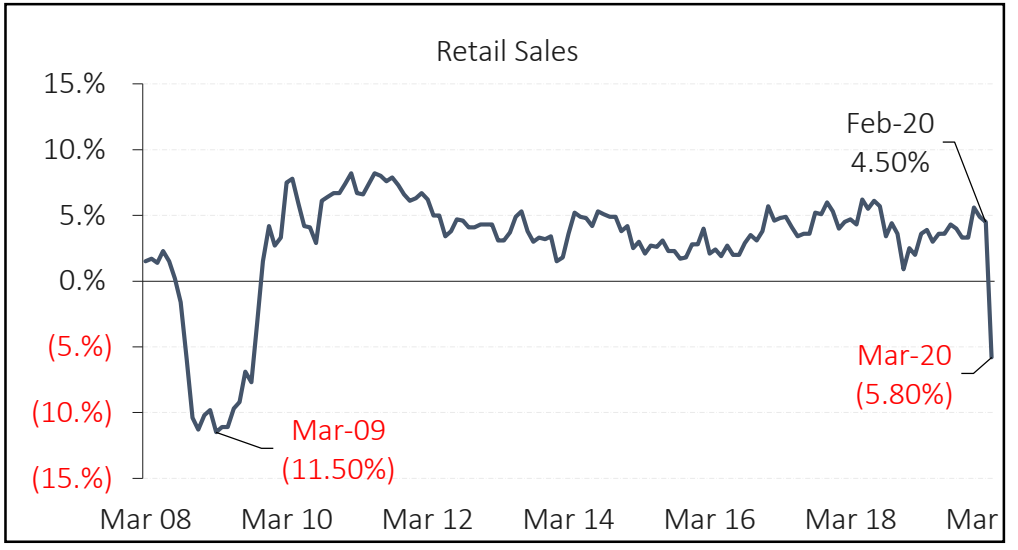
- Initial jobless claims skyrocketed in March and April as companies laid off and furloughed employees.
- By late-April 31 million Americans applied for jobless benefits. This wiped out the jobs created since the end of the Great Recession plus an additional 9 million jobs.
- The number of jobless claims is expected to continue to increase until businesses are permitted to operate.



# Consumer Spending and Confidence

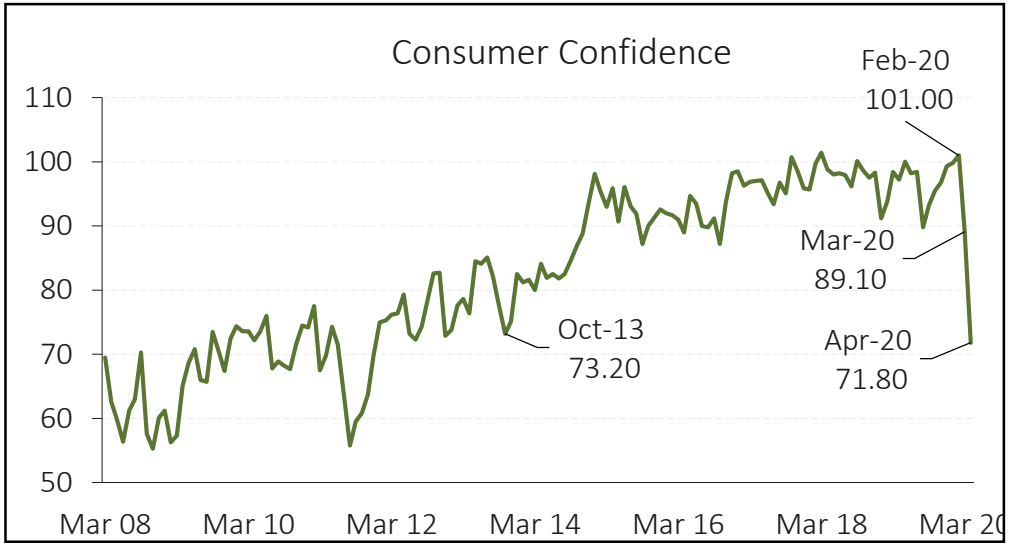
## Retail Sales Worst in a Decade

- March retail sales were 5.8% lower year over year as stores shut there doors or were limited to curbside delivery. This was the worst reading since the great recession.
- The length and depth of the trend for all consumer spending will depend on the ability of the consumers to spend in retail and sectors throughout the economy.



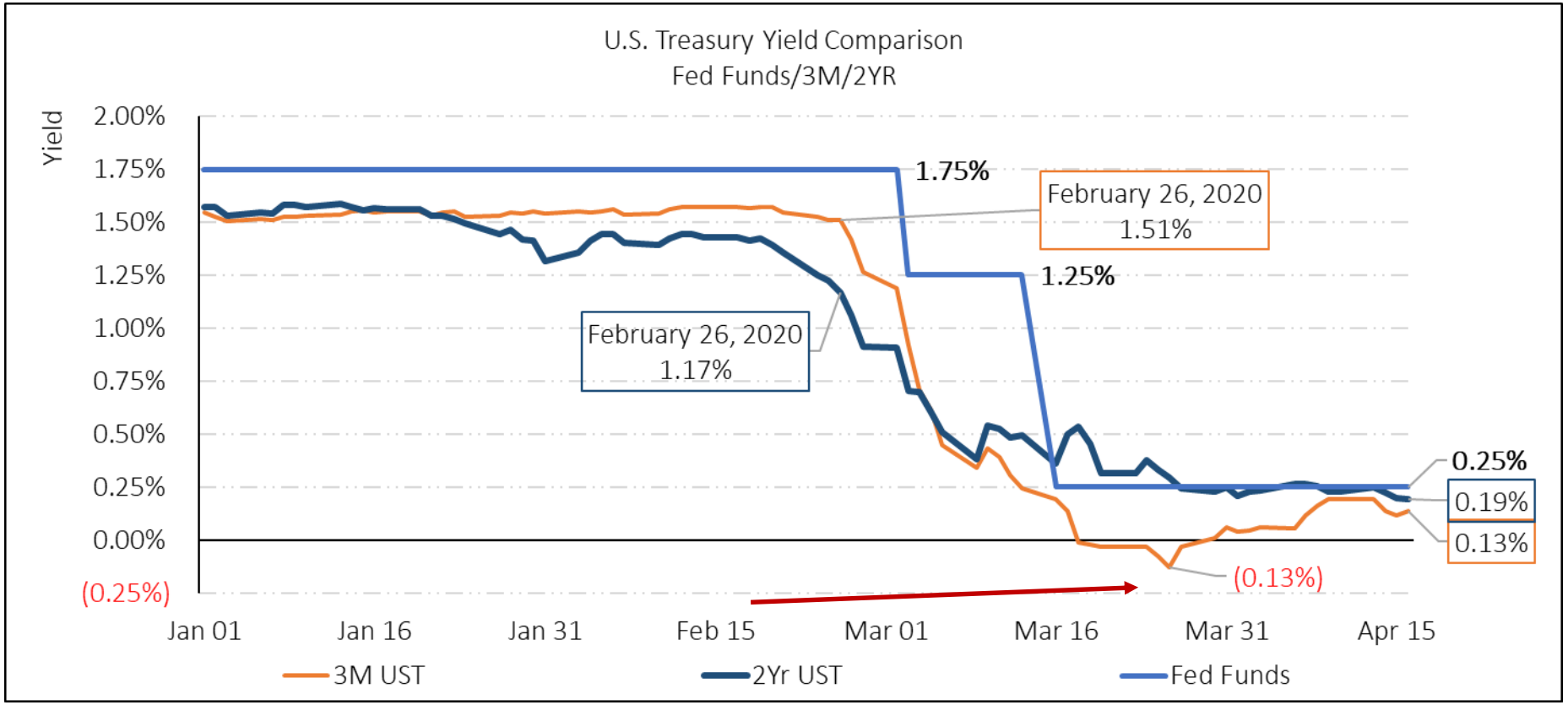

## Confidence Plummets

- With increases in COVID-19 cases and related deaths, unemployment likely increasing close to 20% and significant uncertainty regarding the ultimate toll the pandemic will on the U.S. and global economies, consumer confidence has plummeted in recent months and likely to continue until a path to recovery becomes more clear.




Source: Bloomberg

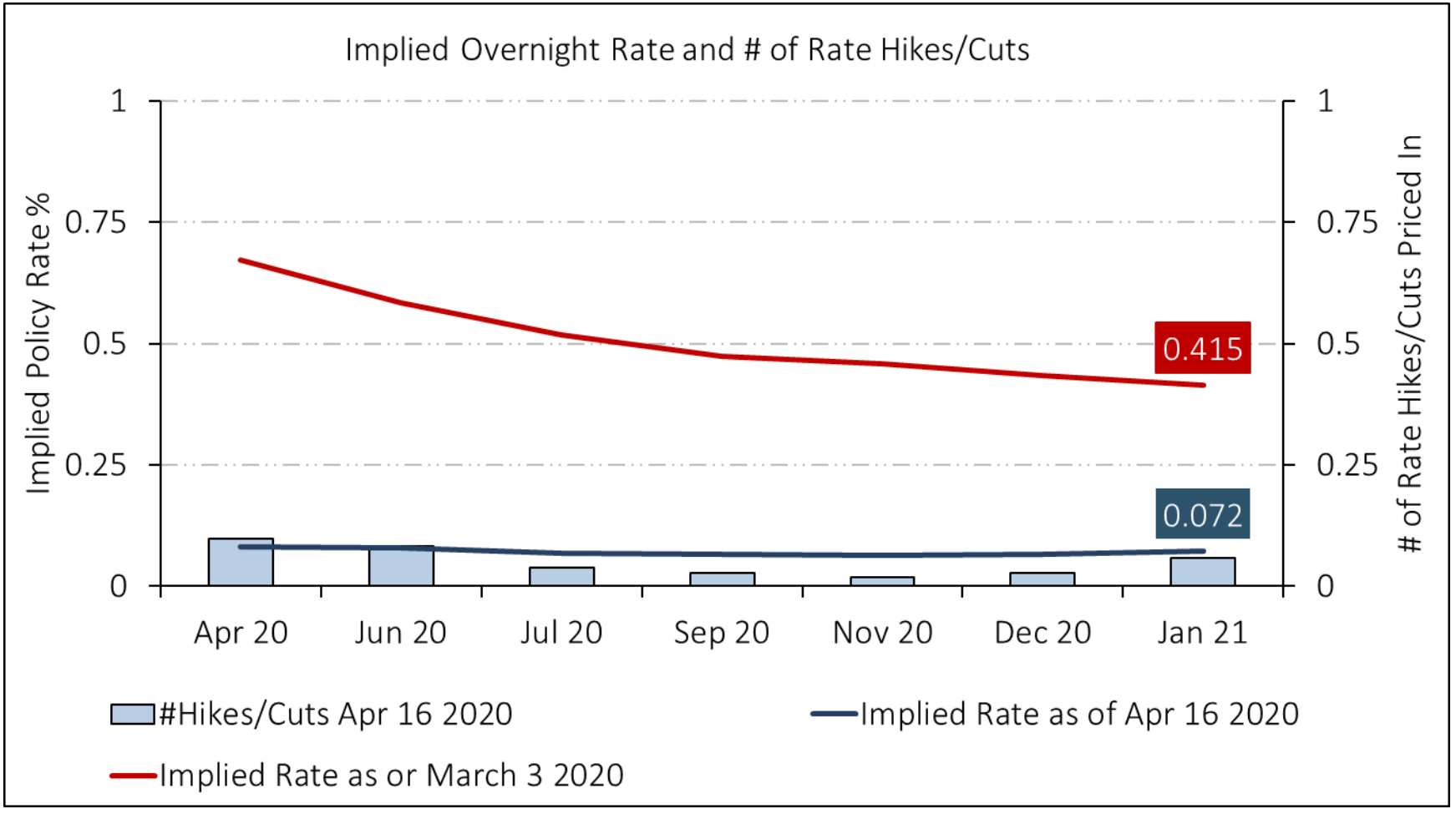
# Interest Rates Fall turn Negative in Late March




- Interest rates across the curve accelerated the decline during the final days of February and through March.
- The three month U.S. Treasury bill yield went negative in mid-March reaching -0.13% during the height of the panic.
- The ten year U.S. Treasury Note continued to set new lows during the period falling to a record low of 0.54% on March 9th.

Source: Bloomberg

# Federal Funds futures reach zero in Mid March



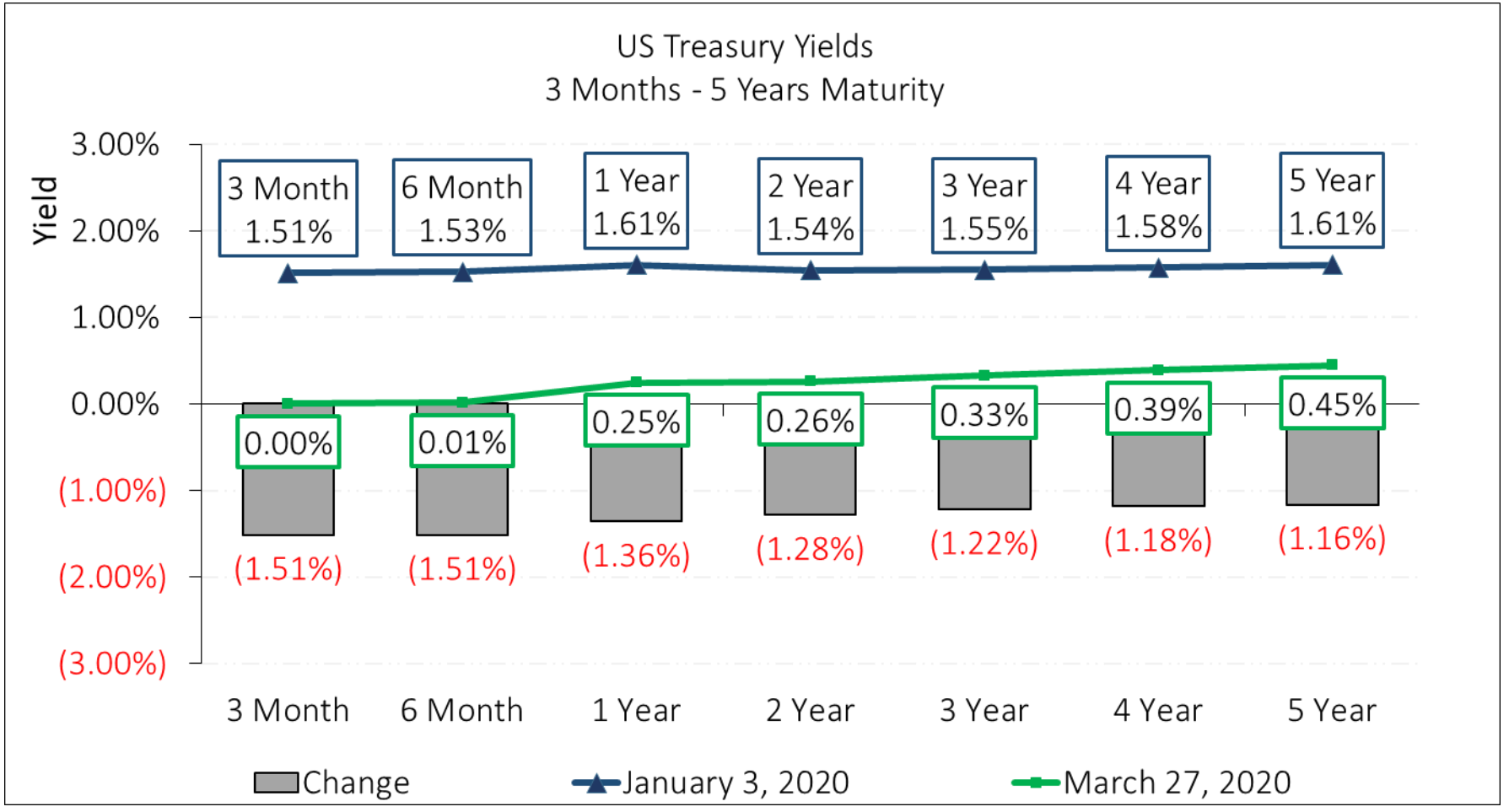

- The implied rate of the Federal Funds rate is close to zero through 2020 and early 2021.
- The last time the Federal Funds rate was lowered to zero it remained at that level for seven years (2008–2015)



Source: Bloomberg

Public Trust Advisors 2020 ©

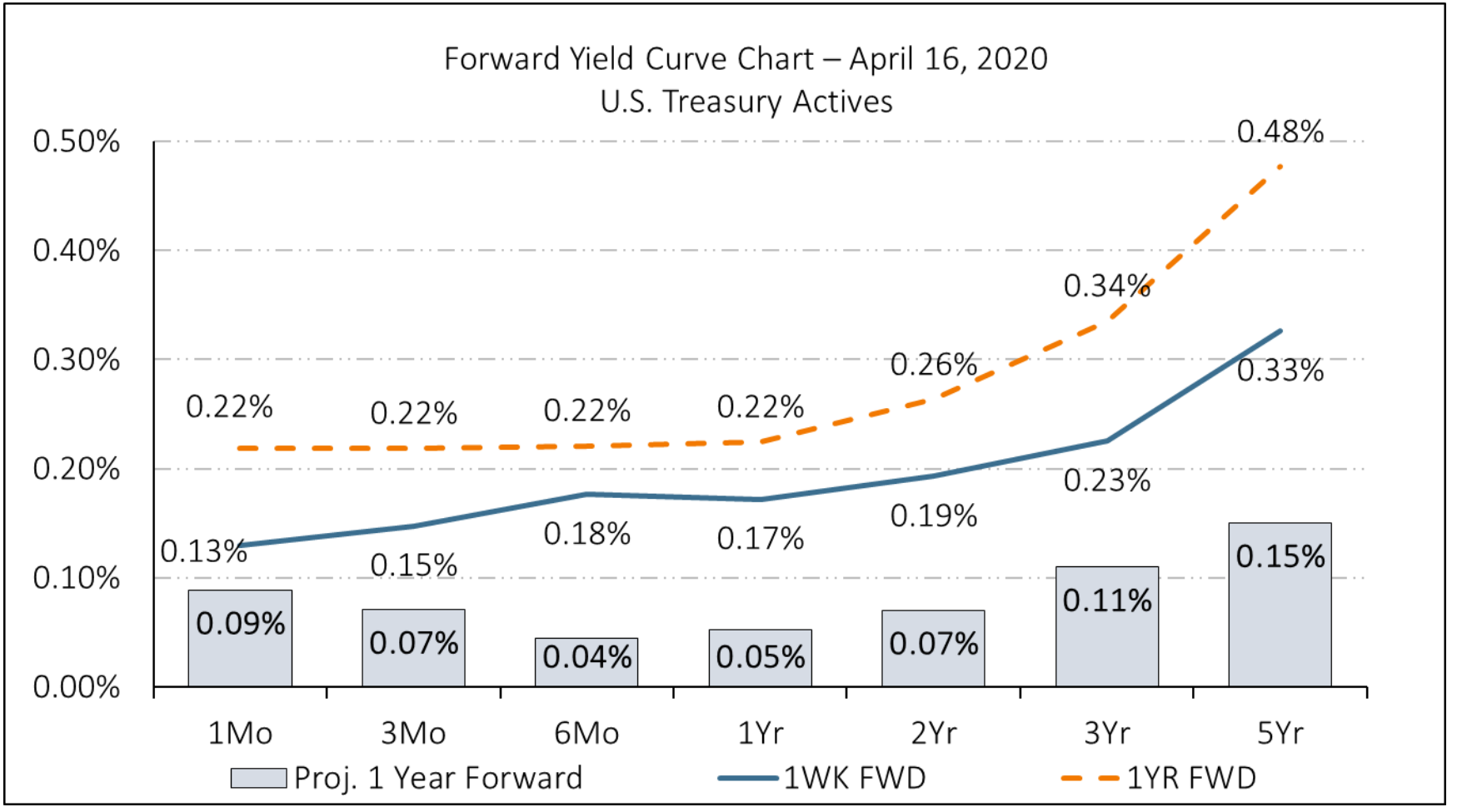
# Comparative Historical Yield Curves




- The yield curve shifted sharply downward during the quarter with U.S. Treasury securities yielding close to zero percent during March.

Source: Bloomberg

# Forward Yield Curves suggest low rates throughout 2020




- Forward yield curves suggest low rates throughout 2020 with a slightly positive sloping yield curve.

Source: Bloomberg

# Disclosures

Data unaudited. This presentation is for informational purposes only. All information is assumed to be correct but the accuracy has not been confirmed and therefore is not guaranteed to be correct. Information is obtained from third party sources that may or may not be verified. The information presented should not be used in making any investment decisions and is not a recommendation to buy, sell, implement, or change any securities or investment strategy, function, or process. Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. All comments and discussion presented are purely based on opinion and assumptions, not fact. These assumptions may or may not be correct based on foreseen and unforeseen events. All calculations and results presented are for discussion purposes only and should not be used for making calculations and/or decisions.

Performance comparisons will be affected by changes in interest rates. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Past performance is not an indicator of future performance or results. Any financial and/or investment decision may incur losses.

The investment advisor providing these services is Public Trust Advisors, LLC, an investment adviser registered with the U.S. Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940, as amended. Registration with the SEC does not imply a certain level of skill or training. Public Trust is required to maintain a written disclosure brochure of our background and business experience. If you would like to receive a copy of our current disclosure brochure, privacy policy, or code of ethics, please contact us.

Benchmarks are provided for illustrative purposes only. Comparisons to benchmarks have limitations because benchmarks have volatility and other material characteristics that may differ from the portfolio. Performance results for benchmarks do not reflect payment of investment management/incentive fees and other fund expenses. Because of these differences, benchmarks should not be relied upon as an accurate measure of comparison.

**Public Trust Advisors**
717 17th Street, Suite 1850
Denver, Colorado 80202

| | |
|---|---|
| **From:** | Samantha Senger |
| **To:** | Monica Arsenault |
| **Subject:** | FW: Cocoa Budget |
| **Date:** | Wednesday, May 06, 2020 2:13:57 PM |

---


## Samantha Senger, APR, APIO

**Assistant to the City Manager and**
**Public Relations Specialist**
**City of Cocoa**
65 Stone St., Cocoa, FL 32922
(321) 433-8685 I ssenger@cocoafl.org
www.cocoafl.org


**From:** Candace Rogers <flrogers@gmail.com>
**Sent:** Wednesday, May 6, 2020 10:21 AM
**To:** Samantha Senger <ssenger@cocoafl.org>
**Cc:** Jake Williams <jawilliams@cocoafl.org>; James Goins <jgoins@cocoafl.org>; Lorraine Koss <lkoss@cocoafl.org>; Brenda Warner <brendaforcocoa@gmail.com>; Don Boisvert <dboisvert@cocoafl.org>
**Subject:** Cocoa Budget


**EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!**


To All:

Not knowing what the city revenue will be, I will be somewhat generic in my requests for consideration.

Stormwater should be a priority for all of Cocoa.

Parking basics in the Village should be implemented to include electronic wayfaring signage to include location and availability. If possible, an app should be considered with like information. Parking enforcement should be conducted consistently by VCOPs with a golf cart type vehicle to patrol the Village, LWP parking lot , and other city parking lots. A parking land bank can be initiated for future needs. No public parking garage can be considered without a sound foundation of parking policy in place.

While the tax revenue may be too short for long term commitments, if sufficient grant money can be secured, a fishing pier feature would be a positive addition to the waterfront. Lee Wenner Park was transferred from the County to the City and it is our responsibility to maintain it as a sense of pride and an economic generator. I am not sure at this time we can acquire or take on additional maintenance costs for other county parks and recreation centers. It may be best to work with the county for additional or better maintenance.

I believe our police department should be offered competitive pay to attract quality personnel and

avoid poaching by neighboring law enforcement entities.

As a resident of the Village, increased safety enforcement, should be doable with cameras to assist in prevention and apprehension. Additional lighting in dark areas of the Village is also a low-cost fix for added safety.

The residents were happy that the public restrooms were rehabbed but funding for a restroom attendant for this restroom should assist in preventing it from slipping into a junkie haven or flophouse.

Many of these suggestions regarding the Village could come from the CRA budget and could take some pressure off of the broader city budget. As we face reduced revenues, if there are not sufficient funds for the Civic Center there should be no consideration for alternate locations. During uncertain times it is important to adhere to the master plan and not an excuse to override the wishes of the majority of the citizens.

Kindest regards,

Candace Roger's
93 Delannoy Ave.
Cocoa, Fl.
321.305.5029

Dear City Council Members,

I am writing to you today to ask for your help in order to keep our historic theatre operating. We submitted the document outlining our Operational Procedures in Response to Covid-19 for us to present the remaining shows of our season. We are asking for you to give your approval that we may complete our performances of INTO THE WOODS, May 28th through May 31st, with all of the mitigation efforts we outlined in our proposed procedures during this phase of reopening business.

In order to present onstage, we need at least two weeks lead time for the cast, orchestra, crew and patrons attending the production. If we do not have enough lead time, then we are unable to produce. We currently have patrons who have purchased advance tickets last year and we desperately need to perform to avoid making anymore refunds. All ticket purchases stopped in early March and we need to complete our season in order to keep our theater open. Furthermore, our children's programming is in jeopardy should we be unable to present INTO THE WOODS the last week of May.

Please give us your approval. I am concerned that our historic theatre is in jeopardy of being able to survive.

Thank you for your consideration and for everything you are doing for Cocoa.

**From:** Samantha Senger
**To:** Monica Arsenault
**Subject:** FW: New eComment for City Council - Budget Priorities/Fiscal Sustainability Workshop
**Date:** Wednesday, May 06, 2020 2:14:42 PM

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## Samantha Senger, APR, APIO

**Assistant to the City Manager and**
**Public Relations Specialist**
**City of Cocoa**
65 Stone St., Cocoa, FL 32922
(321) 433-8685 I ssenger@cocoafl.org
www.cocoafl.org


**From:** noreply@granicusideas.com <noreply@granicusideas.com>
**Sent:** Tuesday, May 5, 2020 3:55 PM
**To:** Samantha Senger <ssenger@cocoafl.org>
**Subject:** New eComment for City Council - Budget Priorities/Fiscal Sustainability Workshop


**EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!**


SpeakUp

---

# New eComment for City Council - Budget Priorities/Fiscal Sustainability Workshop

Guest User submitted a new eComment.

Meeting: City Council - Budget Priorities/Fiscal Sustainability Workshop

Item: II.1 20-219 Agenda for the Budget Priorities/Fiscal Sustainability Workshop.

eComment: Hello I am Anastacia Hawkins of 2130 Michigan Avenue, Cocoa, FL 32926 Dear City Council Members, I am writing to you today to ask for your help in order to keep our historic theatre operating. We submitted the document outlining our Operational Procedures in Response to Covid-19 for us to present the remaining shows of our season. We are asking for you to give your approval that we may complete our performances of INTO THE WOODS, May 28th through May 31st, with all of the mitigation efforts we outlined in our proposed procedures during this phase of reopening business. In order to present onstage, we need at least two weeks lead time for the cast, orchestra, crew and patrons attending the production. If we do not have enough lead time, then we are unable to produce. We currently have patrons who have purchased advance tickets last year and we desperately need to perform to avoid making anymore refunds. All ticket purchases stopped in early March and we need to complete our season in order to keep our theater open. Furthermore, our children's programming is in jeopardy should we be unable to present INTO THE WOODS the last week of May. Please give us your approval. I am concerned that our historic theatre is in jeopardy of being able to survive.

Thank you for your consideration and for everything you are doing for Cocoa.

View and Analyze eComments

This email was sent from https://granicusideas.com.

Unsubscribe from future mailings



# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-301 | **Version:** | 1 | **Name:** | |
| **Type:** | Minutes | | | **Status:** | Minutes |
| **File created:** | 5/29/2020 | | | **In control:** | City Council |
| **On agenda:** | 6/10/2020 | | | **Final action:** | |
| **Title:** | Approve the Minutes for the Special Meeting of May 12, 2020, as written or with amendments. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 05-12-2020 Special Meeting Minutes.pdf<br>EXHIBIT A: Utility Privatization Cape Canaveral/Patrick AFB Presentation | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: May 29, 2020
Agenda Date: June 10, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes for the Special Meeting of May 12, 2020, as written or with amendments.

## BACKGROUND:

NA

## STRATEGIC PLAN CONNECTION:

NA

## BUDGETARY IMPACT:

NA

## PREVIOUS ACTION:

NA

## RECOMMENDED MOTION:

Approve the Minutes for the Special Meeting of May 12, 2020, as written or with amendments.

# MINUTES
# City of Cocoa
# Special City Council Meeting

**May 12, 2020**

A Special City Council Meeting was held on Tuesday, May 12, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

## I. Opening Matters:

Mayor Williams called the meeting to order at 4:05 p.m.

Councilmember Warner provided the invocation and Councilmember Koss led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

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

OTHER STAFF MEMBERS PRESENT:

Jack Walsh, Utilities Director; and Rebecca Bowman, Finance Director.

## II. Approval of Agenda:

1. Agenda: Special Meeting of May 12, 2020 (20-256)

* **Motion by Councilmember Koss; Seconded by Councilmember Warner, to approve the agenda as presented for the Special meeting of May 12, 2020.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

**THE MOTION CARRIED UNANIMOUSLY (5-0)**

## III. Council Business:

1. Presentation by Jacobs Engineering Group/Raftelis Financial Consultants, Inc. related to the Privatization of Patrick Air Force Base and the 45th Space Wing Utilities.

Interim City Manager Fuhrer provided a brief background on this issue and pointed out that both Councilmember's Warner and Boisvert were on Council when a similar item was presented in July 2016. He advised that on January 22, 2020 a request for proposals was released and now proposals are due July 22, 2020.

He noted that the City's team included Jack Walsh, Rebecca Bowman, Anthony Garganese, and himself. Mr. Mike Burton with Raftelis and Mr. Ed Davis with Jacobs were also a part of the team and were here to present.

Mike Burton introduced himself and advised that he had retired from Stantec in November and was now with Raftelis. They are handling the financial part of this and Mr. Davis is handling the Jacobs part.

Ed Davis, Senior Project Manager with CH2MHILL advised that he has been involved with this since the beginning and he spoke about some of the documents that were initially updated and advised that they may need updated again.

Mr. Burton provided a presentation[1] regarding the Utility Privatization at Cape Canaveral/Patrick Air Force Base.

He explained what utility privatization is which is essentially the military putting utility systems up for sale. It would be a fifty year service contract.

Mr. Burton spoke about the advantages of a municipal bid and why utility privatization was important for the City of Cocoa. He noted that one reason was the opportunity to expand the service area and to support Cape Canaveral and Patrick Air Force Base as an economic force in the community. Secondly, it would lead to the potential for a steady and long-term source of revenue which would provide a return to the City.

The process for utility privatization was explained and a timeline was shown for the process, which is as follows and is about a twenty three month process:

[1] EXHIBIT A: Utility Privatization Cape Canaveral/Patrick AFB Presentation

- Government schedules the UP procurement
- RFP is issued and the site visit is scheduled
- 3 to 4 months are allowed to prepare the proposals (although the COVID-19 crisis has delayed this process)
- Government review of proposals
- Proposers prepare final proposal revisions
- Government makes its recommendation to the Air force
- Air Force makes final decision and awards contract

Mr. Burton stressed that the City must immediately proceed if it was decided to pursue the contract.

The documents required for the proposal are the Technical Proposal, Past Performance, Contract Documentation and Price Proposal.

Mr. Burton reviewed the financial analysis of this project along with a SWOT Analysis, where he reviewed strengths, weaknesses, opportunities, and threats, in regards to this project.

Mr. Burton felt that no one else in this area has the ability to produce water like Cocoa can.

Councilmember Koss asked why the City was so behind on the RFP process. In response, both presenters stated that was for someone else to answer. It was also pointed out that the COVID-19 crisis hindered a lot of the process but they monitored it weekly and were notified immediately when it came out.

Mr. Burton further advised that if this is approved then the City would request an extension as the City was about three and a half months behind competitors.

Further discussion was held on costs, threats, and keys to success.

Councilmember Warner asked if they had gone out and inspected the pipes, assets, etc. so that the City knows what they were dealing with.

In response, Mr. Davis advised that there was not a lot of time, and they could possibly have two, four-hour sessions which is not a lot of time, and they would probably have to review what was on paper.

Councilmember Warner voiced her concern with the sewer lines because when construction took place there were a lot of sewer issues before people moved into

their homes. This continued for about three years after new construction. She had no concern with water but stressed that the whole construction process was bad.

Mayor Williams added that in 2011/2012 the Cape changed all water lines and replaced piping while they tore down facilities. There are a lot more septic tanks than sewer on the Cape; however, he was not sure about Patrick Air Force Base.

Councilmember Koss asked about the age of system. In response, Mr. David explained that all of that information was in the RFP and he was not sure how old or how many miles of piping it was. One of the initial system deficiencies was to replace pipe in the first five years.

The system was built in 1958.

Councilmember Koss further spoke about sea level.

Deputy Mayor Goins agreed with Councilmember Warner and it was the unknown conditions that concerned him. He asked who did repairs on base now and would like to see their reports.

Councilmember Koss asked about the City's investment so far. Staff responded and mentioned it was around $100,000. This included the updating of plans that would have had to be updated anyway.

Mr. Walsh spoke about this project and mentioned that there were significant challenges in how they would proceed in several areas, including HR and Utilities. Mr. Burton agreed that this would be a huge challenge to get going.

Interim City Manager Fuhrer advised that the first recommendation was the extension request. After this decision was made they could come back and determine how to move forward.

Mr. Burton agreed and stated that they could at least move forward with water as if they were going with the July 22nd deadline and if they extension was approved they could add sewer.

Councilmember Warner was fine with moving forward with the water and holding off on the sewer until they know if the extension was approved.

Mr. Davis said they have already submitted a letter of interest for both systems and they attended an onsite meeting which was required for the proposal.

Councilmember Koss asked how many people were in attendance at that meeting. In response, it was stated that there were about one hundred, with eight to ten firms from all over the country.

Mr. Walsh stated that doing both systems could potentially enhance the City's position but he explained in detail the three different proposals that could be submitted and the reasonings as to why one might submit for one portion and not the other.

* **MOTION by Councilmember Warner; Seconded by Deputy Mayor Goins, to approve staff's recommendation to request an extension of time for the due date for the Proposals to be submitted to the DLA due to COVID-19 interruptions.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

**THE MOTION CARRIED UNANIMOUSLY (5-0)**

Deputy Mayor Goins requested thorough information for the items that would be on tomorrows Council agenda.

Mr. Burton announced that he had an analysis that he could share individually with Councilmembers tonight or tomorrow if they wish. He explained what the analysis would entail.

Deputy Mayor Goins further asked if there was a way to find out who the base contracts with currently before tomorrow. In response, Mr. Walsh mentioned that if this was won by Cocoa all of that information would be part of figuring out how to do all of this.

Interim City Manager Fuhrer pointed out that this was a unique investment for a local government but there was an element of risk.

**IV. Adjournment.**

* **MOTION by Councilmember Warner; Seconded by Deputy Mayor Goins, to a adjourn the Special meeting of May 12, 2020.**

**AYES: Williams, Goins, Boisvert, Koss, Warner**

**THE MOTION CARRIED UNANIMOUSLY (5-0)**

**The meeting adjourned at 5:32 p.m.**

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**Jake Williams, Jr., Mayor**

**ATTEST:**

_____

**Carie Shealy, MMC, City Clerk**

RAFTELIS

Jacobs

May 12, 2020

# Utility Privatization
# Cape Canaveral/Patrick AFB

EXHBIT A: Utility Privatization Cape Canaveral/Patrick AFB Presentation

# Agenda

- What is Utility Privatization (UP)?
- What are the Advantages of a Municipal Bid?
- Why is UP Important to the City of Cocoa?
- What is the Utility Privatization Process?
- What Proposal Documents are Required?
- Utility Privatization Team Make-up
- Financial Analysis – Investment at Risk and Return on Investment
- Strengths, Weaknesses Opportunities and Threats (SWOT) Analysis
  - Competitive Position
  - Key Business Issues
  - Keys to Success

# What is Utility Privatization?

- It is Essentially the Military Putting Utility Systems up for Sale
  - 50 Year Utility Service Contract
  - So the Military can Focus on its Core Mission
- Defense Logistics Agency (DLA) Template is used on all Procurements

# What are the Advantages of a Municipal Bid?

- Regulated Tariff versus Fixed Price with Economic Price Adjustments
  - Rate to be paid by the military will be determined based upon the specifications in the RFP, will include:
    - Operations & Maintenance costs,
    - Capital costs,
    - Return on investment (return on net book value of utility plan in service, does not included contributed assets)
  - Adjustments in the rate can be requested during the contract based upon application for the adjustments and documentation
- Municipal Bonds vs Private Debt – lower cost of debt
- Adjacent Assets and Operations

# Why is UP Important for the City of Cocoa?

- Opportunity to Expand Service Area and Support Cape Canaveral/Patrick AFB as Economic Force in the Community
- Potential for steady, long term (50 Year) source of revenue which will provide a return to the City.
    - The return will be based upon the City's current policy of contributing a return on investment of the book value of utility assets to the General Fund.
    - This policy will apply to the investment in assets that the City will make in the distribution systems of the air force bases.

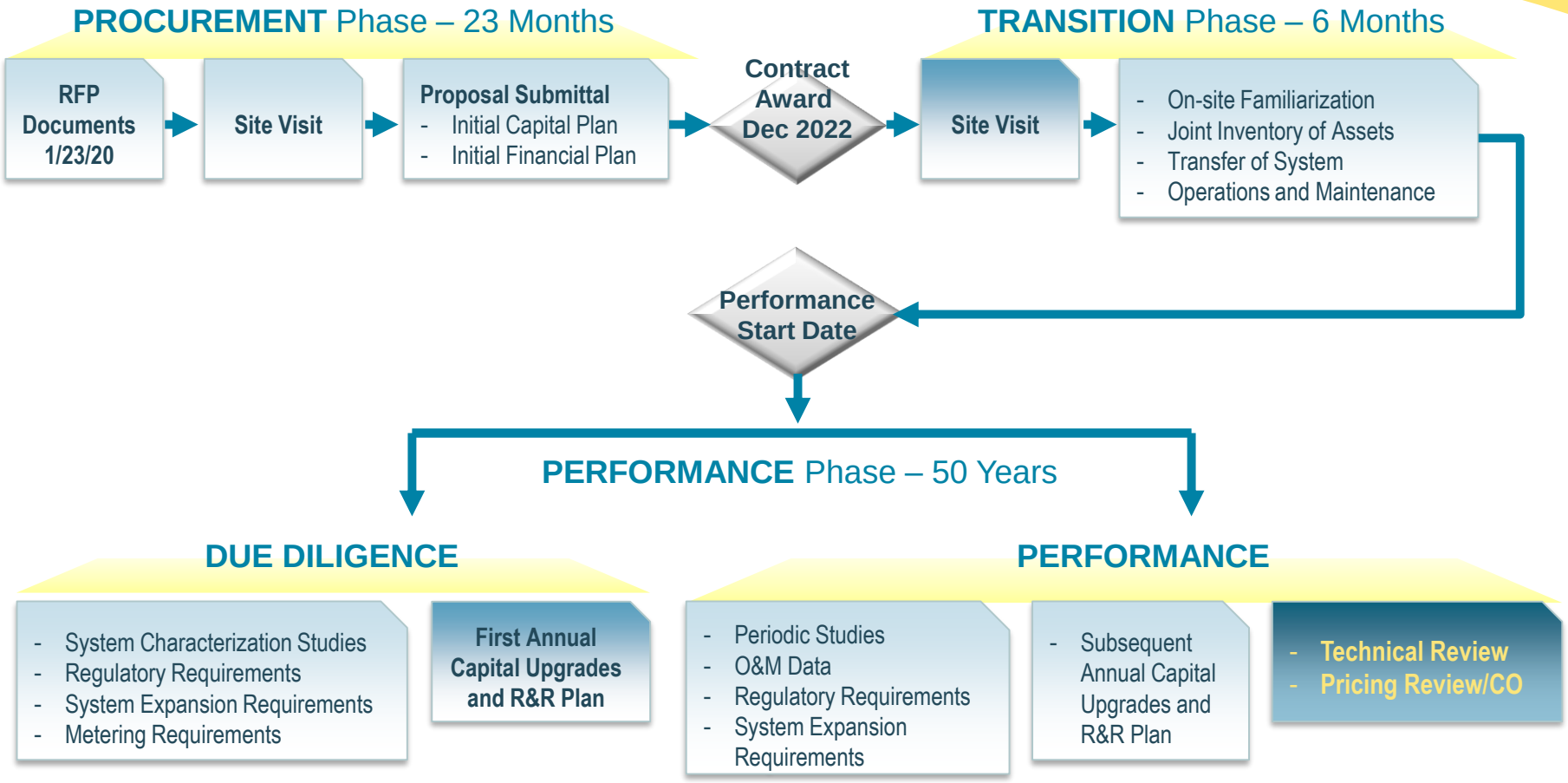
# What is the Utility Privatization (UP) Process?

- Government schedules the UP procurement
- RFP is issued and site visit is scheduled
- 3 to 4 months are allowed to prepare proposals
  - The COVID-19 crisis has delayed this process.
  - Original due date for the City's proposal to be submitted was 5/22/20
  - DLA extended the due date to 7/22/20.
  - The City must proceed immediately if the City decides to pursue this contract.
- During government review of proposals….
  - Government sends requests for clarifications to proposers
  - Government schedules face to face meetings

# What is the Utility Privatization (UP) Process?

- Proposers prepare final proposal revisions
- Government makes its recommendation to the Air Force
- Air Force makes final decision and awards contract
- About a 23-month process

# What is the Utility Privatization Process?



# What Proposal Documents are Required?

- Technical Proposal
  - Service Interruption/Contingency and Catastrophic Loss Plan
  - Operations and Maintenance/Quality Management Plan
  - Initial System Deficiency Corrections, Upgrades, Connections, and Renewals and Replacements Plan
  - Transition Plan
- Past Performance
- Contract Documentation
- Price Proposal

# Utility Privatization Team Make-up

- Jacobs – Preparation of the City's Proposal – focus on engineering and operations elements
  - Prepare Capital Upgrades and Renewals and Replacements Plan
  - Prepare O&M Plan, Service Interruption and Catastrophic Loss Plan
- Raftelis – preparation of the financial elements of the City's proposal to be included by Jacobs in the City's proposal
  - Cost Estimators
  - 50 Year R&R, Capital Upgrades, O&M Pricing, ensure no negative impact to existing ratepayers
- City Attorney – Prepare Contract Documentation portion of the proposal
  - Review all contractual elements of the RFP
  - Prepare Contract Documentation portion of the proposal

# Financial Analysis

| | |
|---|---|
| **City Investment at Risk:** | |
| City Investment for Proposal Effort | $1,212,000 |
| City Investment During Implementation | 750,000 |
| **Total City Investment at Risk** | **$1,962,000** |
| **Other Embedded City Costs** | $250,000 |
| **Utility Rate Revenues** | $53,818,010 |
| Investment at Risk as a Percentage of Rate Revenues | **3.65%** |

- Return
  - City can recover a return on the City's capital investments in accordance with the current City policy of 6% of net book value of utility plant in service, that would be transferred to the General Fund in accordance with current City policy.
  - This would not include contributed assets.
  - It is not possible to predict the net book value of utility plant in service until the financial plan is developed.

# SWOT Analysis
## Competitive Position

### Strengths

1. Designated regional water provider per state statute and contractual obligation to serve Bases.
2. Existing water service contract and relationship. **Regardless of who gets the Base contract, Cocoa will continue to provide the water at the City's retail rates.**
3. The City has a strong asset management and capital planning program.
4. Proximity of existing system & response time
5. Cost advantages in costs of capital and not-for-profit status

### Weaknesses

1. Limited experience with federal procurement requirements.
2. Limited experience with distribution operations on a military base
3. We will only have 2 months to proposal submittal, which is a very aggressive schedule, particularly regarding involvement of Utility staff in assisting with development of costs, budgets and operations plans.
4. We are about 3 ½ months behind competitors

# SWOT Analysis
## Key Business Issues

### Opportunities

1. Sharing of costs, such as overhead and operational redundancy.
2. Long-term benefits to regional economy of keeping the utility publicly-owned.
3. New funding source may provide opportunity to add resources that also may benefit the existing Cocoa water system

### Threats

1. Loss of **pursuit** investment
    1. Loss of award
    2. DLA abandons UP post-RFP submission but before award.
2. Cash financing of emergency Base repairs, resulting in potential short-term subsidization – can mitigate by providing for emergency reserves in the financial plan.
3. Stranded investment in the Base due to DLA cancellation **or Base Realignment and Closure (BRAC) initiatives.**
4. Unknown condition of underground infrastructure
5. There are additional risks/threats associated with having to meet water quality (WQ) standards throughout the entire base(s) water system(s); whereas, now, the City is only required to meet WQ standards at the base meters.

# SWOT Analysis
## Keys to Success

- ***Keys to Success*** *>>> Leverage existing Operations and Maintenance work force, minimize on-site staff, deploy established asset management program*
- ***Keys to Success*** *>>> Protective language to protect City of Cocoa*
- ***Keys to Success*** *>>> Competitive construction pricing, Justification for upgrades, Sound CIP methodology, Cohesive plan for the future*
- ***Keys to Success*** *>>> Make sure that all government recognized deficiencies are corrected within the time frame required by the government, and that the contract addresses renewal and replacement of all inventory when it reaches its useful life*
- ***Keys to Success*** *>>> Make sure there is sufficient time during transition to prepare the City of Cocoa to assume full time operations and maintenance of the utility systems*
- ***Keys to Success*** *>>> Transparency in the Regulated Tariff price proposal will protect the City*

# Recommendation

- Request an extension of time for the due date for the Proposals to be submitted to the DLA due to COVID-19 interruptions.
- Approve the task orders for Jacobs and Raftelis at tomorrow evening's Council meeting (5/13/20), with the stipulation that notices to proceed will not be issued until and unless the DLA approves an extension of the due date for the Proposals.

# Discussion

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-314 | **Version:** | 1 | **Name:** | |
| **Type:** | Awards/Presentations | | | **Status:** | Agenda Ready |
| **File created:** | 6/3/2020 | | | **In control:** | City Council |
| **On agenda:** | 6/10/2020 | | | **Final action:** | |
| **Title:** | Presentation by Family Promise of Brevard. (Mayor Williams) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|



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# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-321 | **Version:** | 1 | **Name:** | |
| **Type:** | Awards/Presentations | | | **Status:** | Agenda Ready |
| **File created:** | 6/4/2020 | | | **In control:** | City Council |
| **On agenda:** | 6/10/2020 | | | **Final action:** | |
| **Title:** | Video Presentation of the vegetation removal and restoration of the North Lakemont Stormwater Pond. (Public Works Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|



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# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-262 | **Version:** | 1 | **Name:** | |
| **Type:** | Contract | | | **Status:** | Consent Agenda |
| **File created:** | 5/12/2020 | | | **In control:** | City Council |
| **On agenda:** | 6/10/2020 | | | **Final action:** | |

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

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**
Bid Award Mid FL 100KW Trailer Mounted Generator Prices.pdf
FL Sheriffs Association Cooperative Purchasing Program Contract FSA19-VEH17.0.pdf
FL Sheriffs Association Bid Tabulation (Mid FL Diesel) FSA19-VEH.17.0.pdf
FSA BID-Blue Star 100KW Trailer Mounted Diesel Generator-Cocoa Quote 5-11-2020.pdf
Pre-Bid Specifications FSA19-VEH17.0.pdf
Budget Resolution - Mid FL Generator Purchase.pdf
BAF 20-069-T-UT-Mounted Generators (6-10-20) Agenda 20-262.pdf

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: May 12, 2020
Agenda Date: June 10, 2020
Prepared By: Melinda Keesee, Field Operations Technician
Prepared By: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director

Requested Action:

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

## BACKGROUND:

The Sewer Field Operations Division (SFO) is replacing two (2) existing 80kW generators with 100kW trailer-mounted generators this fiscal year under approved CIP project, CP-UT-20-PG (100kW generators).

The existing 80kW generators currently utilized by SFO are insufficient for larger demand lift stations

as was discovered during previous hurricane seasons. The purchase of this equipment will provide SFO with an increased level of efficiency and is considered by staff to be critical to the operations of this division.

During the FY20 budgeting season, SFO established an estimated budget of $140,000 for this expenditure; however, the final quoted price for the two generators per the FSA contract is $149,980. The current SFO Capital Equipment account balance is $139,129; therefore, a budget transfer from the SFO Repair & Maintenance Account No. 421-4125-536.46-00 in the amount of $10,851 is required and included with this agenda item.

At this time, staff is requesting the approval and use of the Florida Sheriff Association Cooperative Purchasing Program Contract No. FSA19-VEH17.0 for the purchase of the100KW Trailer-Mounted Generator and Associated Equipment, and to authorize a budgeted expenditure for this equipment not to exceed $149,980.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

| | |
|---|---|
| Budgeted | Yes, but insufficient |
| If not budgeted, is amendment/transfer attached? | Yes |

**Budget Adjustment Form #20-069-T**

| | |
|---|---|
| Amount Requested: | $149,980 |
| Account Number: | 421-4125-536.64-00 (CA2001) |
| Account Name: | Machinery & Equipment |
| Current Account Balance | $139,129 |
| Amount Required | $10,851 |
| Source of Funds | 421-4125-536.46-00 |

## PREVIOUS ACTION:

None

## RECOMMENDED MOTION:

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

**Bid Award**

**Term:** October 1, 2019 - September 30, 2020

**Contract:** FSA19-VEH17.0 , Heavy Trucks and Equipment

**Group:** GENERATOR: 150kW Mobile Generator Package

**Item:** 107, Blue Star Power Systems, VD150-02FT4MP, VD150-02FT4MP

**Description:** GENERATOR REQUIREMENTS: Standby duty rated at 150kwe, 187kva, 8 power factor; Prime power duty rating 135kwe, 168kva, 0.8 power factor; Main Breaker shall be equipped with shunt trip; Generator end shall be Direct coupled to the engine flywheel with a flexible coupling; Generator shall meet performance class G3 of IEC; Jacket water heater. ENGINE: 6-cylinder, water cooled, 1800rpm, diesel engine; Current emission compliant diesel engine; Spin on fuel and oil filters. VOLTAGE CHANGE OVER SWITCH & DISTRIBUTION: Manual 3 position voltage change over switch to select each voltage as specified when the unit is not running. b. 1ph 120/240, 3ph 120/240, 3ph 120/208, and 3ph 277/480; A five-point connection shall be provided for ease of connection of load leads; One 50amp, 120/240vac, 1 ph, twist lock receptacle; One 30amp, 120/240vac, 1 ph, RV type receptacle; Two 20amp, 120/240vac, 1 ph, duplex receptacle; Two 20amp, 120/240vac, 1ph, duplex GFI receptacle; Each receptacle shall be protected by a individual circuit breaker; A receptacle shall be provided to power both the jacket water heater and on-board battery charger; Two thumb screw type connection points shall be provided for remote auto start. CONTROLS: Solid state, microprocessor-based generator controls; Controls shall provide all operating, monitoring and control functions for the generator set. Controls shall provide for auto start/stop functions; A emergency stop push button will be installed; A voltage adjustment shall be provided in the panel to adjust voltage in all voltage positions; A switch shall be provided in the panel to turn all power off in the panel if not being used. ENCLOSURE: Complete diesel engine generator set including control panel, engine starting batteries and fuel tank shall be enclosed in a factory assembled weather protective, sound attenuated enclosure; The sound attenuated enclosure noise level is not to exceed 73 – 75dba @ 21 feet; Oil and water drain lines shall be provided and extend to the enclosure wall with valves for easy service; Critical grade silencer; Companion flanges; Flexible exhaust-flex; Keyed alike lockable doors. IN BASE FUEL TANK TRAILER: Trailer shall be DOT approved with proper serial number data plate indicating weight capacity minimum of 10,000 lbs; Trailer will have dual axles with torque springs to reduce overall height of package; Standard 7 or 5 pin vehicle hitch receiver to be supplied; Trailer will have two rear level jacks with sand shoes and front leveling jack; Trailer will have hydraulic brakes; Trailer will have all necessary safety equipment to include but not be limited to an adjustable and removable pintle hitch, 30-inch safety chains, fenders, lights per DOT, and break away cable; Tires will be minimum load range type "D" (8 ply rating) with matching steel rims. Rims are to be finish painted; Minimum 8-hour capacity at 75% load rating to determine single wall tank size; A mechanical fuel gauge will be provided; Locking fuel cap; Low fuel level alarm; All necessary vents and caps will be provided along with suction, return, and drain points. BATTERY CHARGER: Battery will be installed in holding container with battery cables; Current limiting battery charger to automatically charge batterie; Charger shall be dual charge rate with automatic switching to boost rate when required; Charger mounted inside generator set package; Fully charged battery will be provided at time of delivery and startup. STARTUP & COMMISSIONING: One (1) day startup including operational test of equipment showing proper connection of cables with safety issues performed by a factory trained technician; The startup technician will instruct personnel how to operate and maintain the equipment in accordance with the manufacturer`s requirements. CONDITIONS: In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacturer for this model and shall include but not be limited to the following items: All product shall be new and of current design; Initial filling of oil and antifreeze (diesel fuel by others); During startup, the technician shall record the following information and provide to owner for his records: Operating Voltage, Hertz, Phase, and connected load (Amperage) [if any]; Package information consisting of Make of generator (Cat, Wacker, or Tradewinds), Model (TJ125 TP20, DP125, etc.); Serial number of complete package, and startup date; Written Information consisting of make, model, serial number, and startup date; Record Engine and Generator Serial numbers; One complete set of operation and maintenance manuals; Two (2) year or 1500-hour standard mobile generator warranty will apply. Generator to be transported to authorized servicing dealer for warranty repair during normal business hours; TRAILER: The trailer must have a VIN and a certificate of origin.

| Zone | Rank | Vendor | Price |
|---|---|---|---|
| Western | Primary | Mid Florida Diesel, Inc | $89,500.00 |
| Northern | Primary | Mid Florida Diesel, Inc | $89,500.00 |
| Central | Primary | Mid Florida Diesel, Inc | $89,500.00 |
| Southern | Primary | Mid Florida Diesel, Inc | $89,500.00 |

**Options appear in alphabetical order by awarded vendor.**

**Options:** Mid Florida Diesel, Inc

| Order Code | Description | Price |
|---|---|---|
| JD40-04FT4MP | CREDIT: Downgrade to a 40KW Mobile Generator | $39,404.00 |
| JD60-04FT4MP | CREDIT: Downgrade to a 60KW Mobile Generator | $27,032.00 |
| JD80-03FT4MP | CREDIT: Downgrade to a 80KW Mobile Generator | $23,580.00 |
| VD100-02FT4MP | CREDIT: Downgrade to a 100KW Mobile Generator | $18,350.00 |
| VD125-02FT4MP | CREDIT: Downgrade to a 125KW Mobile Generator | $13,200.00 |
| VD200-02FT4MP | Upgrade to a 200KW Mobile Generator | $18,350.00 |
| VD250-02FT4MP | Upgrade to a 250KW Mobile Generator | $36,860.00 |
| VD300-02FT4MP | Upgrade to a 300KW Mobile Generator | $40,170.00 |
| VD350-02FT4MP | Upgrade to a 350KW Mobile Generator | $64,750.00 |
| Tire | Spare Tire mounted to trailer | $650.00 |
| PMG | Permanent Magnet | $1,000.00 |
| 2020HD | Fully Enhanced- Digital Control Panel | $2,850.00 |
| DSE7310 | Deep Sea Digital Control Panel | $565.00 |
| LV-III-AL-40-125 | Level III Aluminum Enclosure (40KW thru 125KW) | $990.00 |
| LV-III-AL-150-250 | Level III Aluminum Enclosure (150KW thru 250KW) | $1,670.00 |
| LV-III-AL-300-400 | Level III Aluminum Enclosure (300KW thru 400KW) | $1,890.00 |
| AC/DC Lighting-Int | AC or DC Interior Lighting in Enclosure (2 Each) | $985.00 |
| Tool Box | Tool Box (300KW thru 500KW) | $925.00 |
| AC/DC Lighting-Ext | AC or DC Exterior Lighting in Enclosure (2 Each) | $985.00 |

| Order Code | Description | Price |
|---|---|---|
| Trl-Rack | Cable Rack | $950.00 |
| DEF-Ext. | DEF Extension to skid base | $975.00 |
| Trl-5-Comp 60-250 | 5 Year/3000 Hrs. Comp Warranty(30KW thru 250KW) | $3,600.00 |
| Trl-5-Comp 300-350 | 5 Year/3000 Hrs. Comp Warranty(300KW thru 350KW) | $4,780.00 |
| LB-40-350 | 4 Hr. Load Bank Testing/Report | $980.00 |
| 30% Discount | 30% Off List Price for any items not quoted above | $0.00 |

# FSA Cooperative Purchasing Program

FLORIDA
SHERIFFS ASSOCIATION
COOPERATIVE
PURCHASING PROGRAM

**Contract: FSA19-VEH17.0**
**Heavy Trucks and Equipment**

**Contract: FSA19-VEL27.0**
**Pursuit, Administrative and Other Vehicles**

# Contract Terms and Conditions

**FLORIDA SHERIFFS ASSOCIATION**

**Cooperative Purchasing Program**

Contract Terms and Conditions Rev 8/7/2019

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# 1.0 GENERAL CONDITIONS

## 1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Annette Grissom, FSA Cooperative Purchasing Program Coordinator II
E-mail: agrissom@flsheriffs.org
Phone: 850-877-2165 ext. 5811
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager
E-mail: cchown@flsheriffs.org
Phone: 850-877-2165 ext. 5833
Fax: 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

## 1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish a twelve (12) month contract with manufacturers and manufacturer's authorized vendors for the purchase of vehicles and equipment on a "no trade-in basis".

## 1.03 TERM OF CONTRACT

This contract shall remain in effect for one (1) year from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04.

The term of contract begins October 1, 2019 and ends September 30, 2020.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

## 1.04 ESTIMATED QUANTITIES

In FY 2017-18, eligible users purchased approximately 8,330 vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

## 1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

## 1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their

performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

## 1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

## 1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

a. Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.

b. Bid System: The online forum used for the submission of electronic bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

c. Dealer: A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.

d. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administeres the Invitation to bid and contract administration functions for this contract.

e. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

f. Factory: Refers to the manufacturer produced products.

g. Fleet Advisory Committee (FAC): An employee of a sheriff's office or other local governmental agency, or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the FSA and is not responsible for final awards.

h. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

i. Manufacturer: The original producer or provider of vehicles or equipment offered on this contract.

j. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    1. Manufacturer's Computer Printouts: Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
    2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
    3. Manufacturer's Annual U.S. Price Book
    4. Manufacturer's official website

k. Non-Scheduled Options: Any optional new or unused component, feature or configuration that is not included or listed in the base vehicle specifications or options.

l. Production Cutoff: A date used by manufacturers to notify dealers that the factory has reached maximum capacity for orders or are discontinuing the production of a vehicle or equipment. Vehicle manufacturers use this term when referring to any given model year for production.

m. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

n. Purchaser: A Purchaser is an entity that seeks to obtain vehicles or equipment off this contract by meeting the eligible user criteria or with vendor approval.

o. Purchase Order: A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.

p. Third Party Supplier: Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished vehicle or equipment. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.

q. Vendor: The bidder that has been awarded and agrees to provide vehicles or equipment that meet the requirements and base specifications. The vendor must agree to the contract terms and conditions of the contract before being awarded to the contract.

r. Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

## 1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out of state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

## 1.10 LEGAL REQUIREMENTS

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

## 1.11 PATENTS & ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

## 1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

## 1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

## 1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

## 1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

## 1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

## 1.17 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

## 1.18 BEST COMMERCIAL PRACTICES

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

## 1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, Sub-Vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## 1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

## 1.21 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

## 1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Bid Specifications, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

## 1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

## 1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right to address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting to the FSA website or the bid system constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that pursuant to section 2.26, the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, that pursuant to section 2.26, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

## 1.25 SIGNED BID CONSIDERED AN OFFER

The signed Bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

## 1.26 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

## 1.27 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate vendor, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days

confirming the reassignment. If the vendor is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor *prior to* conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

## 1.28 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

## 1.29 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA in making the award.

The FSA may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

## 1.30 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

## 1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;

- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award; and

- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 days from receipt of invoice.

## 1.32 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship that meet or exceed federal safety standards.

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

## 1.33 NONCONFORMANCE

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

## 1.34 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

## 1.35 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie.

In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

## 1.36 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify Vendor's sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a customer in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

## 1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

## 1.38 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

## 1.39 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

## 1.40 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage.

The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined market share.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

## 1.41 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of any bid surety required that is equal to damages incurred by the FSA there from, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

## 1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

## 1.43 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at it's sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by specifications or zones, or other actions as determined by FSA at it's sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicles or equipment may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make or Model.

## 1.44 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

## 1.45 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of off set until such time as the exact amount of damages due the FSA from the vendor is determined.

## 1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balanced of the Contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

## 1.47 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission.

# 2.0 BIDDER INSTRUCTIONS

## 2.01 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders who are not currently parties to the existing contract, or who have previously had their participation limited by the FSA, must provide the following material at the time the mandatory qualifying documents are due. FSA reserves the right to accept this information up and until the final award. The purpose of requesting this information is to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

The bidder shall provide information as on the Bidder Qualifications Form:

- Bidder company name and parent company, if applicable
- Complete business address
- State of incorporation
- Length of time in business
- Names and contact information for key personnel
- Dun & Bradstreet number: By providing this number, the bidder agrees and authorizes FSA to obtain their financial information/reports from these entities
- Identify a minimum of three contracts of similar size and scope
- Identify a minimum of three references for vehicle or equipment sales to government agencies
- Any contracts the bidder has been disqualified from, terminated from or found in default on, to include the reason for disqualification, termination or default

## 2.02 LICENSING/FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle. Bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

If a bidder does not maintain a facility to perform warranty work or repair service within the state of Florida, the bidder must provide a detailed plan at the time of bid submission as to how the bidder would service Florida purchasers if awarded the contract. This Service Standard Plan must include:

- Whether the warranty service provider is approved by the manufacturer;
- Estimated quantities sold per item bid;
- If the company plans to contract out for service a copy of the service agreement; and
- Zone specific service plans to include:
    - Response time to initial call from purchaser,
    - Number of personnel available to service the contract,
    - Qualifications of personnel providing warranty work, and
    - Any additional information that would detail how warranty service would be provided.

The sufficiency of Service Standard Plan will be evaluated by the FSA during the bid evaluation.

The FSA reserves the right to periodically request additional or updated information from a bidder regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

## 2.03 INSURANCE AND INDEMNIFICATION

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 days written notice to the FSA.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Copies of original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be filed within five days after public bid opening. The certificate must state Bid Number and Title. Vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by the vendor.

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the bidder's insurance obligations, if awarded.

The FSA can request and the vendor shall furnish proof of insurance within seven days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

## 2.04 SPECIFICATIONS

All units covered by this Contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with ***all*** standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The bid specifications are contained on the VendorLink bid system. The FSA base specifications are incorporated in this document by reference.

All bidders will be required to provide information requested on the price sheets or may have their bid rejected.

All vehicles, equipment, and options provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

## 2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided in this Contract.

## 2.06 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink.

## 2.07 EXCEPTIONS, OMISSION AND ERRORS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the specification or item number and a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

## 2.08 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

## 2.09 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

## 2.10 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized. Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested prior authorization, signs a memo of understanding to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

## 2.11 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form,
- Insurance Checklist,
- Manufacturer Authorization Form for each manufacturer bid for Contract FSA19-VEH 17.0 **only,**
    - Manufacturer Authorization Forms are **not** required for Contract FSA19-VEL27.0.
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens, and
- Qualified Bidder documentation as required in Section 2.01

The qualification forms are located on the bid system.

## 2.12 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each specification, make, and model must be priced and bid separately.

Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the specifications bid for the duration of the contract award, unless otherwise addressed by a contract extension or price adjustment as provided in the contract. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free On Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

## 2.13 OPTION PRICING

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

Bidder must use proper factory codes for all factory options. Options available through the factory must be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA has the discretion to disqualify bidders if the option pricing is excessive.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the bid system. See Section 2.14 for details on emergency lights and sirens.

If options are not available as a stand alone option, the bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), the bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.

> *Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.*

Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.

Option Upload

The bid system will receive option information from bidders through a predefined Excel file upload. The information required for the bid submission of the options include:

- Item number (FSA specification number)
- Order code (Manufacturer order code)
- Description
- Price

The options will correspond to the specification or item number. Multiple options may be listed for specification or item number bid. Therefore, any bidders that do not indicate the correct item number that corresponds to the correct option code, price and description will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA may require bidders to correct the formatting of the options, but pricing may not be modified. Failure of the bidder to make corrections may cause the bid to be rejected.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word "Credit" at the beginning of the Description field, and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the bidder will credit the purchaser. The bid system will not allow for negative numbers, and any option upload with negative numbers will not be accepted.

## 2.14 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

> Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must also submit Emergency Vehicle Technician Certifications for the individuals working for the bidder or the designated third-party supplier who will perform the installation. FSA reserves the right to accept certifications up and until final award.

Vendors that will install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the Contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the Contract.

Prices submitted for emergency lights and sirens shall include all applicable government imposed fees.

Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission.

For vehicles that are manufacturered with emergency lights and sirens, including motorcycles, bidders may not charge for labor, emergency lights or sirens that come from the factory equipped with these features as standard equipment.

Bid Submission of Emergency Lights and Sirens

Bidders will be asked to provide pricing for emergency lights and sirens by submitting a pricing sheet. The bid system will receive pricing through a standardized Excel file. The pricing sheet will include:

- Group
- Order code
- Description
- Price (part only)
- Labor hours
- Labor cost per hour

## 2.15 SUBMITTAL OF BID

Bidders are required to submit a bid using the FSA bid system, VendorLink. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as all other required documentation.

The bid must be received by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

Bidders must submit their bid electronically using the on VendorLink bid system, which is located at https://www.myvendorlink.com. Bids not submitted within VendorLink will be rejected. Bidders are encouraged to participate in training provided for Vendorlink.

User names and passwords will be issued to qualified after registering in Vendorlink, qualified bidders will be invited to bid.

Prices are to be rounded to the nearest whole dollar (i.e. $10, not $10.05). The bid system allows for cents, however the bid evaluation is based on the whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied:

- $.01-.49 will be rounded down to the prior dollar bid (e.g. $50.49 = $50)
- $.50-.99 will be rounded to the next dollar (e.g. $50.50 =$51)

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

1. Submit bid electronically through VendorLink for the applicable bid.
2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
3. Enable printing on files submitted.
4. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.)
5. Bids must be input into the standardized format in VendorLink.
6. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission.

7. Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid submitted in VendorLink shall include the following documents:

- Executed Contract Signature Page
- Completed pricing sheet
    - Pricing sheet must be downloaded from VendorLink, completed, and uploaded back into VendorLink. Modifications to the format of the predefined Excel spreadsheet are prohibited, and will cause the bid to be rejected.
- Build sheet for each item bid
    - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle or equipment as outlined in the FSA base specification. For example, manufacturer print-outs can include Ford – Dora, General Motors – GM Autobook. Carbook Pro build sheets are acceptable. If vendor-installed aftermarket components are used to meet the base specification and these components must be identified on the build sheet. Build sheets for each item bid must be complied into a single .pdf document. Build sheets should be in numerical order by specification, clearly identifiable by specification or item number, and include model name and number. If FSA cannot determine which specification the build sheet is for, the item bid can be rejected as nonresponsive.
- Option pricing, See Section 2.13
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable
- Emergency Vehicle Technician Certifications, if applicable
- Service Standard Plan, Section 2.02, if applicable
- Any requested equivalents, Section 2.09, or exceptions, Section 2.07

FSA may ask awarded bidders to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA.

## 2.16 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is included in Appendix B. A space is provided for the bidder to indicate pricing for each zone. The bidder only submits a bid for each zone if pricing is provided for each zone.

## 2.17 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Page with the signature of an authorized representative no later than the date of the final award.

## 2.18 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

## 2.19 LATE BIDS

The responsibility for submitting a bid before the stated due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

## 2.20 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening will occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida.

FSA shall read the bidder name and if they have provided all the required information.

## 2.21 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Contract. As set forth in section 2.26, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

## 2.22 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts;

- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of Section 2.01, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if FSA determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as nonresponsible.

## 2.23 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by specification, by manufacturer and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second lowest bidder by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the FSA for final evaluation and determination of award.

The options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

## 2.24 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per vehicle or equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

## 2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes as indicated in the Bid Calendar. https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

## 2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

## 2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

# 3.0 CONTRACT CONDITIONS

## 3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles and equipment purchased from this contract.

## 3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

## 3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify FSA immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to CPP@flsheriffs.org.

A sample Vendor Change Document can be found in Appendix A and on the FSA website.

## 3.04 OPTION TO RENEW & PRICE ADJUSTMENT

Renewal Option

The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Price Adjustment

Prior to completion of each contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as a result of any changes to national or state standards that require substantial cost adjustments, or in the event of material changes in tariffs that result in cost increases of 15% or more.

Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. FSA shall determine the PPI based on the most recent published PPI initiated at the time of renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

For any vendor-initiated adjustment to commence on the first day of the renewed contract term, the vendor's request or adjustment should be submitted one hundred and twenty (120) days prior to expiration of the then current contract. The vendor adjustment request must clearly substantiate the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

## 3.05 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

## 3.06 EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

## 3.07 DISCOUNTS

Discounts shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment and options.

The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

## 3.08 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

## 3.09 PRODUCTION CUTOFF

Vendor shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

## 3.10 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

## 3.11 SUBSTITUTIONS

The FSA or purchasers will NOT accept substitutes of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

## 3.12 POLICE RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation.

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

State of Michigan, Department of State Police and Department of Technology, Management and Budget Police Vehicle Evaluation Program
https://www.michigan.gov/documents/msp/2019MYPoliceVehicleEvaluationTestBook

639203_7.pdf

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:
https://www.lasd.org/pdfjs/web/viewer.html?file=VehicleTestBooklet.pdf

Motorcycles:
https://www.lasd.org/pdf/2017_MotorcycleTestBooklet12192017.pdf

## 3.13 SPECIAL SERVICE VEHICLES

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufactures published information for detailed information regarding these vehicles.

## 3.14 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

## 3.15 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor-installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or vendor-installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the Purchaser, the vendor shall be required to replace the vehicle with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept vendor installed components.

## 3.16 VENDOR INSTALLED

All vendor-installed accessories shall be installed according to the manufacturer's specifications. Examples include, but are not limited to a roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A vendor that employs a third-party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

## 3.17 NON-SCHEDULED OPTIONS

FSA attempts to include scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

## 3.18 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

## 3.19 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

## 3.20 ORDER

The vendor shall submit a copy of the purchase order to the FSA within 15 days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:

- The contract number and title,
- Specification number,
- Purchaser's federal identification number, and
- Name, phone number and email address for the point of contact at the purchasingagency.

Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to coop@flsheriffs.org.

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to production cut off and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle or equipment ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle or equipment into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. The Confirmation of Order form is included in Appendix C.

Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

## 3.21 VEHICLE AND EQUIPMENT DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (5) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided for equipment.

The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (5) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or equipment and vehicles or equipment delivered to a third-party supplier before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles or equipment with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

## 3.22 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification

6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration)* which requires a signature of authorized representative.

Deliveries that do not include the above items will be considered incomplete and can be refused.

## 3.23 REGISTRATION, TAG AND TITLE

Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the vehicle or equipment.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during the bid submission for each item bid. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Administrative costs for registration and titling can be negotiated between the purchaser and the vendor.

## 3.24 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A purchaser has three (3) working days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

## 3.25 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

## 3.26 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

## 3.27 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

Purchase Orders

The Vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) days after the date of the purchase order.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to COOP@flsheriffs.org.

The files should be named using the following examples:

Examples:

| | |
|---|---|
| County = Florida County, County of PO 12345 | *ABC County BCC PO 12345.pdf* |
| City = Florida City, City of PO 12345 | *ABC City PO 12345.pdf* |
| Sheriff = Sheriff Office of PO 12345 | *ABC Sheriff PO 12345.pdf* |
| Education = Institution Name PO 12345 | *ABC County College PO 12345.pdf* |

Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports which do not adhere to the required format (as set forth in Appendix D) or are not complete of all purchase orders will be returned to the reporting vendor for correction of deficiencies.

All quarterly reports are to be sent to REPORTS@flsheriffs.org.

Quarterly reports must be complete with the name of the vendor. For example, "Best Vendor" in the document header. Do not indicate the quarter on the top of the report. Do not include purchase orders with quarterly reports. The template of a quarterly report is located in Appendix D.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter.

Quarterly reports should follow this schedule:

| | | | |
|---|---|---|---|
| Quarter 1: | October 1 – December 31 | Q1 Report Due: | January 15 |
| Quarter 2: | January 1 – March 31 | Q2 Report Due: | April 15 |
| Quarter 3: | April 1 – June 30 | Q3 Report Due: | July 15 |
| Quarter 4: | July 1 – September 30 | Q4 Report Due: | October 15 |

If a vendor has no sales within a quarter, the vendor is required to submit a quarterly report, mark the box on the green line and indicate "NO SALES THIS QUARTER" on the report.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a

change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

## 3.28 ADMINISTRATIVE FEE

The FSA charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all bid prices. The fee should be incorporated into the price at the time of bid submission This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing.

The fee should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees are the contractual responsibility of each awarded vendor.

By submission of the quarterly reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that FSA has the contact information, including e-mail address, for the person responsible for quarterly reports. There will be no reminders for the quarterly reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

## 3.29 LIQUIDATED DAMAGES

The vendor warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and quarterly reports will incur liquidated damages in the amount of $25 for

each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 days can result in FSA, at it's sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to Section 1.45.

**Schedule of Liquidated Damages**

| | |
|---|---|
| Failure to submit quarterly report on time | $25 per calendar day |
| Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date | $100 per Purchase Order |
| Failure to Report Sales | .0075 of the sales price plus 1.5% each month following the delivery date. |

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

## Appendix A

### Florida Sheriffs Association Cooperative Purchasing Program Vendor Change Document

*Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below. Include all sections where information has changed, old and new.*

**FSA Contract Number(s) affected by change:** _____

_____

| **Company Information Changes:** | |
|---|---|
| ***Old Information*** | ***New Information*** |
| Old Company Name: | New Company Name: |
| Old Company Address: | New Company Address: |
| Old Company City: | New Company City: |
| Old Company State: | New Company State: |
| Old Company Zip: | New Company Zip: |

| **Company Contact Changes:** | |
|---|---|
| ***Old Contact Information*** | ***New Contact Information*** |
| Old Contact Name (First, Last): | New Contact Name (First, Last): |
| Old Contact E-Mail: | New Contact E-Mail: |
| Old Contact Office Phone: | New Contact Office Phone: |
| Old Contact Mobile Phone: | New Contact Mobile Phone: |
| Old Contact Fax Phone: | New Contact Fax Phone: |

This information is requested by an authorized representative of _____.

This request will take effect as soon as it is received by FSA by e-mailing to cpp@flsheriffs.org.

Name of Authorized Company Representative _____

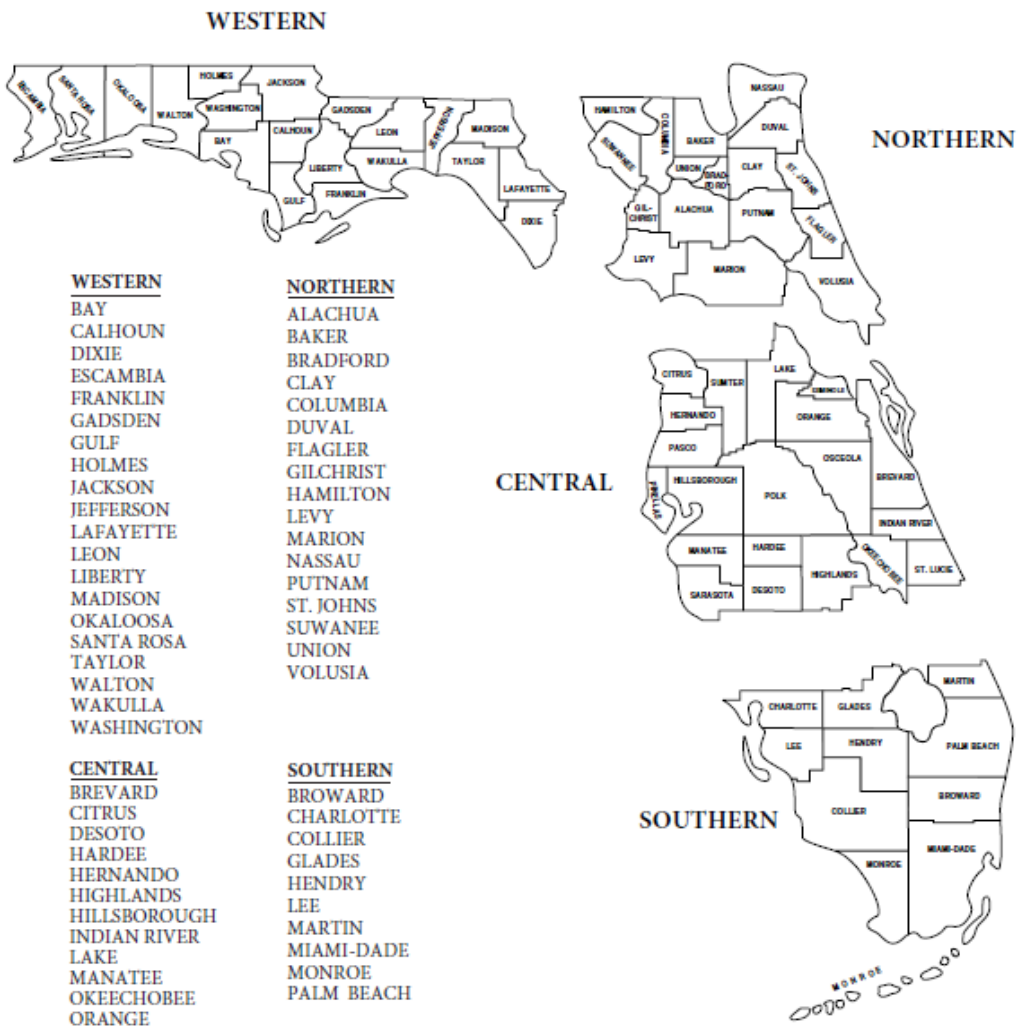
Job Title_____ Date of Request _____

Authorized Company Representative Signature: _____

| FSA Office Use: | | |
|---|---|---|
| Date Received: | Change Effective: | FSA Agent: |

Appendix B

# FSA CONTRACT ZONE MAP




**WESTERN**
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

**NORTHERN**
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

**CENTRAL**
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

**SOUTHERN**
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v.10_2015

## Appendix C

## CONFIRMATION OF ORDER FORM

**Police Rated, Administrative, Utility Vehicles Trucks and Vans**

**Bid # FSAXX-XXXX**

**Vendors are to complete and return this confirmation of order form by email, fax or mail to the agency location listed below within fourteen (14) calendar days after receipt of purchase order.**

**Vendor:**

Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

Specification No. _____ Type Vehicle/Equipment: _____

Purchase Order Number: _____ Purchase Order Received: _____

Order Was Placed With the Manufacturer on: _____

Under Production Number: _____

Estimated Date of Delivery: _____

Comments: _____

_____

**PURCHASER:** _____

Contact Person: _____

Address: City: _____

Phone Number: _____ State: _____ Zip: _____

E-mail: _____ Fax: _____

## Appendix D

[INSERT DEALERSHIP NAME HERE]
QUARTERLY WORKBOOK for BID #FSAXX-XXXXXXX
Contract Term: Oct. 1, 20XX thru September 30, 20XX
CONTRACT NAME

| October 1 - December 31 \ 1st Quarter | | | | | | | | Zero Activity/Payment ☐ Check Box | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Purchaser Name | PO # | PO Date | Spec. # | Vehicle Type | Quantity | Estimated Delivery Date | Final Delivery Date | Total PO Amount | FSA Admin. Fee | Date Paid |
| | | | | | | | | | $ - | |
| | | | | | | | | | $ - | |
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| | | | | | | | | | $ - | |
| Page Total | | | | | | | | $ - | $ - | |

Fees and reports are due no later than the 15th of the month following quarter end.

## Appendix E

### Bid Calendar

**FSA19-VEL27.0 Pursuit, Administrative and Other Vehicles**
**FSA19-VEH17.0 Heavy Trucks and Equipment**
**Contract Period: October 1, 2019 – September 30, 2020**

| CALENDAR ITEM | DATE |
|---|---|
| Bid Announcement | 5/13/19 & 5/28/19 |
| Voluntary Workshop – 10:30 AM EDT Contract FSA19-VEL27.0 | 6/20/19 |
| Voluntary Workshop – 2:00 PM EDT Contract FSA19-VEH17.0 | 6/20/19 |
| Mandatory Pre-Bid Meeting for Contract FSA19-VEL27.0 | 7/9/19 |
| Mandatory Pre-Bid Meeting for Contract FSA19-VEH17.0 | 7/10/19 |
| Request for Clarifications Due – 5:00 PM EDT | 8/2/19 |
| Mandatory Qualifying Documents Submission – 5:00 PM EDT | 8/2/19 |
| FSA Response to Request for Clarifications | 8/9/19 |
| Cone of Silence | 8/9/19 – 10/1/19 |
| Bid System Open | 8/9/19 |
| Bid Submissions Due | 9/3/19 |
| Public Bid Opening – 10:00 AM EDT | 9/4/19 |
| Fleet Advisory Committee Bid Review | 9/9/19 – 9/12/19 |
| Intent to Award Posted | 9/13/19 |
| Final Bid Award | 10/1/19 |

**Workshop Instructions:** Voluntary workshops are via teleconference. To participate, call-in on the designated date and times in the calendar for the contract of interest.
Dial-in # 1-800-920-7487
Participant # 6849541#

**Pre-Bid Meeting Location:** Falkenberg Road Jail Assembly Room
520 North Faulkenberg Road
Tampa, FL 33613

**Pre-Bid Meeting Itinerary:** FSA19-VEL27.0 Pursuit, Administrative & Other Vehicles
July 9, 2019
9:00 AM – 4:00 PM EDT

FSA19-VEH17.0 Heavy Trucks and Equipment
July 10, 2019
9:00 AM – 4:00 PM EDT

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 106 | GENERATOR: 150kW Mobile Generator Package | Standby duty rated at 150kwe, 187kva, 8 power factor; Prime power duty rating 135kwe, 168kva, 0.8 power factor; Main Breaker shall be equipped with shunt trip; Generator end shall be Direct coupled to the engine flywheel with a flexible coupling; Generator shall meet performance class G3 of IEC; Jacket water heater. ENGINE: 6-cylinder, water cooled, 1800rpm, diesel engine; Current emission compliant diesel engine; Spin on fuel and oil filters. VOLTAGE CHANGE OVER SWITCH & DISTRIBUTION: Manual 3 position voltage change over switch to select each voltage as specified when the unit is not running. b. 1ph 120/240, 3ph 120/240, 3ph 120/208, and 3ph 277/480; A five-point connection shall be provided for ease of connection of load leads; One 50amp, 120/240vac, 1 ph, twist lock receptacle; One 30amp, 120/240vac, 1 ph, RV type receptacle; Two 20amp, 120/240vac, 1 ph, duplex receptacle; Two 20amp, 120/240vac, 1ph, duplex GFI receptacle; Each receptacle shall be protected by a individual circuit breaker; A receptacle shall be provided to power both the jacket water heater and on-board<br>**Price/Percent:** Price<br>**Brand Name/Equal Value/Service:** Brand Name Only | 1 | each | No | | | | |
| 106 | | Power Technique North America LLC<br>Rock Hill, SC<br>View Quote | | | | $120,029.00 | $120,029.00 | $120,029.00 | $120,029.00 |
| 107 | GENERATOR: 150kW Mobile Generator Package | **Make:** Blue Star Power Systems<br>**Model:** VD150-02FT4MP<br>**Model #:** VD150-02FT4MP<br>Standby duty rated at 150kwe, 187kva, 8 power factor; Prime power duty rating 135kwe, 168kva, 0.8 power factor; Main Breaker shall be equipped with shunt trip; Generator end shall be Direct coupled to the engine flywheel with a flexible coupling; Generator shall meet performance class G3 of IEC; Jacket water heater. ENGINE: 6-cylinder, water cooled, 1800rpm, diesel engine; Current emission compliant diesel engine; Spin on fuel and oil filters. VOLTAGE CHANGE OVER SWITCH & DISTRIBUTION: Manual 3 position voltage change over switch to select each voltage as specified when the unit is not running. b. 1ph 120/240, 3ph 120/240, 3ph 120/208, and 3ph 277/480; A five-point connection shall be provided for ease of connection of load leads; One 50amp, 120/240vac, 1 ph, twist lock receptacle; One 30amp, 120/240vac, 1 ph, RV type receptacle; Two 20amp, 120/240vac, 1 ph, duplex receptacle; Two 20amp, 120/240vac, 1ph, duplex GFI receptacle; Each receptacle shall be protected by a individual circuit breaker; A receptacle shall be provided to power both the jacket water heater and on-board<br>**Price/Percent:** Price<br>**Brand Name/Equal Value/Service:** Brand Name Only | 1 | each | No | | | | |
| 107 | | Mid Florida Diesel, Inc<br>Bartow, FL<br>View Quote | | | | $89,500.00 | $89,500.00 | $89,500.00 | $89,500.00 |
| | | **Make:** Chicago Pneumatic<br>**Model:** CPG-250 T4F<br>**Model #:** CPG-250 T4F | | | | | | | |

# MID FLORIDA DIESEL



2215 HIGHWAY 60 EAST
BARTOW, FL. 33830
**(863) 519-0107 FAX (863) 519-0109**
WWW.MIDFLORIDADIESEL.COM

**May 11, 2020**

## Proposal
**For**
## 100KW Trailer Mounted Generator
**Florida Sheriff Association FSA 19-VEH17.0 Specification #107**

**City of Cocoa**
**Utilities Dept.**
**600 School St.**
**Cocoa, Fl. 32922**

**ATTN: Kris Hiatt**

**Mid Florida Diesel submits the following proposal for the project: Trailer Mounted 100 KW DIESEL GENERATOR**

### Blue Star MODEL: (Qty - 2) – VD100-02FT4MPTrailer

**(Quote #: 05112020-JA)**

**GENERATOR: 100kW, 125 kVA**
**VOLTAGE: 3-Position Voltage Selector Switch**
**208,240,480 Volts Three-Phase**
**ENGINE: Volvo TAD571VE Final Tier 4 Diesel Engine, 60 Hz, 1800 RPM**

**Standard Features Included:**

Microprocessor based, digital readout control system.
Engine vitals monitored by LCD display: Oil pressure, Running time, Engine temperature, Safety shutdowns (HWT, OC, OS, OP, LWL), Battery voltage, Generator AC voltage, AC amperage, Frequency.
Additional Features: Oil drain extension, Battery with rack & cable, Battery Charger, Critical muffler, Vibration isolation pads, Water heater,

**Selected Model Features Included:**

130degree rise
Isochronous Governor + / - .25%
UL2200 Approved
EPA Tier 4 Certified

**CONTROL PANEL: Blue Star DGC-2020 Microprocessor Based Gen-Set Controller**

Mounted Facing Left from Generator End (Unless Specified Otherwise)
Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns
Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch
Optional Features Include: Generator Protection (Undervoltage, Overvoltage, Underfrequency, Overfrequency, Overcurrent),15 Contact Outputs, RS-485 Communications, Control Panel Battery Disconn
**Accessories:**
3-Position Voltage Selector Switch
(Both the controller and selector switch to be located on right side of generator as viewed for the alternator end)

Voltage Adjust Control
ATS hook-up Box

**ENCLOSURE Level 3 (Sound Attenuated Enclosure) Powder Coated 14 Gauge Steel**
Rugged and Durable 200 MPH Wind Rated Enclosure with Exhaust Hood
Pitched Roof for Increased Structural Integrity and Improved Watershed
Punched Intake with Baffle and Punched Exhaust Openings
Keyed Alike Lockable Doors with Draw Down Latches and Stainless Steel Component Hinges
Additional 1.5" Thick Polydamp Type D Acoustical Foam (PAF)
Formed Steel Base with Mounting and Lifting Holes
Includes Vibration Mounts to Isolate Unit from Base Rail
**Accessories**:
Color: White

**COOLING SYSTEM:**
Unit Mounted Radiator
**Accessories:**
Low Coolant Level Shutdown

**CIRCUIT BREAKER:**
400Amp, Three Phase Circuit Breaker Mounted (Qty: 1)
Circuit Breaker - UL listed and CSA certified (80% rated) (Qty: 1)
**Accessories:**
Shunt Trip

**BATTERY:**
Lead Acid Battery, with rack

**BLOCK HEATER: 1500W 120VAC-20F**
w/ Isolation valves
**Included Accessories:**
Mounted and Wired to Terminal Strip

**VIBRATION ISOLATION:**
Vibration Pads Isolator

**BATTERY CHARGER:**
12 volt, 5 amps
**Accessories:**
Mount Battery Charger and Wire DC (1)

**MUFFLER:**
Critical Grade Muffler Mounted inside enclosure
**Included Accessories:**

**TRAILER: T14000-2** Tandem DEXTER-type 14,000 lbs. axle
Electric brakes with breakaway
2 5/16" Ball Hitch x 30" safety chains with 3/8" hooks
Adjustable Rear Stabilizers (2 ea.)
Integral double wall fuel tank up to **250 gallon**.
DOT wiring enclosed in 1/2" steel conduit
Direct reading manual fuel gauge
7-Pin RV Style trailer plug
Fuel fill and vent
225/75R15 load range E trailer rated tires on
White spoke wheels
Fuel pick-up and return ports
Mechanical fuel gauge
Low level fuel alarm
Mounting rails- genset specific
Primed and painted semi-gloss black
Torsion Axles
**Included Accessories:**

**MISCELLANEOUS:**

Oil and Coolant Drain lines extended outside of enclosure with valves
One 50amp, 120/240vac, 1 ph, twist lock receptacle
One 30amp, 120/240vac, 1 ph, RV type receptacle
Two 20amp, 120/240vac, 1 ph, duplex receptacle
Two 20amp, 120/240vac, 1ph, duplex GFI receptacle
Each receptacle shall be protected by a individual circuit breaker
Power receptacles for jacket water heater and battery charger
2 thumb screw type connection points provided for remote auto start
Voltage Adjustment Rheostat on controller
Battery Disconnect Switch for Controller
Power Block mounted and wired in custom enclosure with access door
Paint – White
Testing - Standard Commercial Test
1 each Service Manuals
Two (2) Year / 2000 Hour Limited Warranty
Test Acceptance Run by Factory Trained Representative

**NOTES:**
**1. This proposal is our interpretation of your requirement and includes only the items listed. Should there be other requirements or specifications, we will re-quote accordingly.**
**2. Units are shipped wet to include lube oil and a 50/50 water and anti-freeze mix unless otherwise noted in this quotation.**
**3. Factory will confirm deliver at the time of order.**
**4. CANCELLATION: Shall be subject to applicable fees but no less than 20% of the purchase price**
**5. EXCLUSIONS: Installation of any kind, Offloading of Generator, Placement of Generator on Pad, Fuel, Tank, Piping, and Insulation.**
**6. Freight/Factory Start-up included in the price.**
**7. Terms: Net -30**

**Proposal Summary:**

| | |
|---|---|
| **FSA Standard Blue Star VD150-02 FT4Trailer Spec # 107:** | **$89,500.00** |
| **FSA Credit Option-Downgrade to an 100KW (Order Code: JD100-02FT4MP Trailer):** | **-($18,350.00)** |
| **Sub Total:** | **$71,150.00*** |
| ***ADDER:** Spec #107 Permanent Magnet (Order Code-Trl-PMG): | **$1,000.00** |
| ***ADDER:** Trailer Rack for cable Spec #107 (Order Code: Trl-Rack): | **$950.00** |
| **Sub Total:** | **$1,950.00*** |

***ADDER: Non-FSA Contractual:**

| | |
|---|---|
| (1 Each) Pin & sleeve connector- Russell Stoll JPS-1044FR 100amp 250/600vac with 50' of 4 conductor, 2 AWG 600vac SOOW power cord | **$1,890.00*** |
| **Total:** | **$74,990.00** |
| | **x 2 Each** |
| **Grand Total:** | **$149,980.00** |

**********************************************************************

**Quoted prices do not include Federal, State or Local taxes which may be applicable. Quoted prices include normal testing, packaging and instructional literature. Special testing, packaging, additional instructional literature, parts, provisioning lists or prints are not included, and prices will be quoted separately.**
**Quotation Firm for 30 Day(s)**
**Delivery Notes: 16--18 Weeks**

**BY:** ________Joe Antonini__________

**Joe Antonini**
**Mid Florida Diesel, Inc.**

## FSA19-VEH17.0: 150kW Mobile Generator Package

| Group | Make | Model | Model_Number |
|---|---|---|---|
| 150kW Mobile Generator Package | Blue Star Power Systems | VD150-02 FT4 | VD150-02 FT4 |
| 150kW Mobile Generator Package | Chicago Pneumatic | CPG-250 T4F | CPG-250 T4F |
| 150kW Mobile Generator Package | Doosan | G190 WCU-34-T4F | G190 WCU-34-T4F |
| 150kW Mobile Generator Package | Generac/Magnum | MDG175DF4 | MDG175DF4 |
| 150kW Mobile Generator Package | LJP | AT150 | AT150 |

| | | | |
|---|---|---|---|
| 150kW Mobile Generator Package | MPMC | Mobile Generator Package | MP1505-2 |
| 150kW Mobile Generator Package | Multiquip | DCA 22055JU4F | DCA 22055JU4F |
| 150kW Mobile Generator Package | TechnoGen | FP200TSX | FP200TSX |
| 150kW Mobile Generator Package | Tradewinds | TP150 | TP150 |
| 150kW Mobile Generator Package | Wacker Neuson | G180 | G180 |

**Description (Specifications): 150kW Mobile Generator Package**

GENERATOR REQUIREMENTS: Standby duty rated at 500kwe, 625kva, 0.8 power factor; Prime power duty rating 450kwe, 563kva, 0.8 power factor; Main Breaker shall be equipped with shunt trip; Generator end shall be Direct coupled to the engine flywheel with a flexible coupling; Generator shall meet performance class G3 of IEC. ENGINE: 6-cylinder, water cooled, 1800rpm, diesel engine; Current emission compliant diesel engine ; Spin on fuel and oil filters; Jacket water heater with service valves to ensure coolant does not need to be drained if heater needs service; 120vac, 1ph, 60hz input 10 amp, 24vdc, output automatic battery charger; Standard 4D lead acid batteries with battery rack and cables. VOLTAGE CHANGE OVER SWITCH AND DISTRIBUTION: Manual 2 position voltage change over switch to select each voltage as specified when the unit is not running 3ph 120/208, and 3ph 277/480'; Load leads shall be attached to the generator using two (2) forms and shall be rated for 2000 amps. Generator will be equipped with both; Five (5) compression lugs per phase rated for 400 amps each; A 20 amp, 120vac, 1ph, male receptacle shall be provided to power the jacket water heater; A 20 amp, 120vac, 1ph, male receptacle shall be provided to power the battery charger; Two thumb screw type connection points shall be provided for remote auto start. CONTROLS: Solid state, microprocessor-based generator controls; Controls shall provide all operating, monitoring and control functions for the generator set. Controls shall provide for auto start/stop functions; An emergency stop push button will be installed; A voltage adjustment shall be provided in the panel to adjust voltage in all voltage positions; A switch shall be provided in the panel to turn all power off in the panel if not being used; A front face mounted circuit breaker shall be provided to protect the panel from any D.C. spikes. ENCLOSURE: Complete diesel engine generator set including control panel, engine starting batteries and fuel tank shall be enclosed in a factory assembled weather protective, sound attenuated enclosure; The sound attenuated enclosure noise level is not to exceed 80 dba @ 21 feet; Enclosure shall be constructed from aluminum, preferably out of .125 thickness and 5058 marine grade aluminum; Oil and water drain lines shall be provided and extend to the enclosure wall with brass ball valves for easy service; Critical grade silencer (25db reduction); Companion flanges; Flexible exhaust-flex; Keyed-alike lockable doors. IN BASE FUEL TANK TRAILER: Trailer shall be DOT approved with proper serial number data plate indicating weight capacity minimum of 20,000 lbs.; Trailer will have dual axles with torque springs to reduce overall height of package; Standard 7 pin vehicle wiring

**Description (Specifications): 150kW Mobile Generator Package (Continued)**

connector to be supplied; Trailer will have two rear level jacks with sand shoes and front leveling jack; Trailer will have hydraulic brakes; Trailer will have all necessary safety equipment to include, but not be limited to, an adjustable and removable pintle hitch, 36-inch safety chains, fenders, lights per DOT, and break away cable; Tires will be minimum load range type "D" (8 ply rating) with matching steel rims; Rims are to be finish painted; Minimum 8-hour capacity at 75% load rating to determine single wall tank size; A mechanical fuel gauge will be provided; Locking fuel cap; Low fuel level alarm; All necessary vents and caps will be provided along with suction, return, and drain points. BATTERY CHARGER: Battery will be installed in holding container with battery cables; Current limiting battery charger to automatically charge batteries; Charger shall be dual charge rate with automatic switching to boost rate when required; Charger mounted inside generator set package; Fully charged battery will be provided at time of delivery and startup; 120-volt shore power connector for battery charger. STARTUP AND COMMISSIONING: One (1) day startup including operational test of equipment showing proper connection of cables with safety issues performed by a factory trained technician; The startup technician will instruct personnel how to operate and maintain the equipment in accordance with the manufacturer's requirements. CONDITIONS: In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacturer for this model and shall include, but not be limited to, the following items: All product shall be new and of current design; Initial filling of oil and antifreeze (diesel fuel by others); During startup, the technician shall record the following information and provide to owner for his records: Operating Voltage, Hertz, Phase, and connected load (Amperage-if any);Written Information consisting of make, model, serial number, and startup date; Record Engine and Generator Serial numbers; One complete set of operation and maintenance manuals; Two (2) years or 1000 hours standard mobile generator warranty will apply, whichever occurs first; Generator to be transported to authorized servicing dealer for warranty repair during normal business hours. TRAILER: The trailer must have a VIN and a certificate of origin.

# RESOLUTION NO. 2020-164

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; and

**WHEREAS,** in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

**WHEREAS,** the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA,** as follows:

**SECTION 1.** The 2019-2020 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of June, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

# City of Cocoa Budget Adjustment Form FY 2020 - 20-069-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: 4125 DATE PREPARED: 05/12/20

'FROM' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| ($ 10,851) | 421-4125-536.46-00 | | Repairs and Maintenance | $ 1,339,050 | $ 1,433,896 | $ 1,423,045 | $ 170,357 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| ($ 10,851) | TOTAL | | | | | | |

'TO' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 10,851 | 421-4125-536.64-00 | CA2001 | Machinery and Equipment | $ 235,800 | $ 239,756 | $ 250,607 | $ 153,936 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 10,851 | TOTAL | | | | | | |

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer funds in order to purchase two (2) 100kW trailer mounted generators for lift stations. SFO budgeted $140,000 for this expenditure, but the current account balance is $139,129. A budget transfer from the SFO Repair & Maintenance account is required. This capital purchase is approved under project CP-UT-20-PG, and will be presented for Council approval at the June 10, 2020 meeting, file #20-262.

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 06/10/20 RESOLUTION #: 2020-164

*City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.*

| | | | | | |
|---|---|---|---|---|---|
| 5/12/20 | Melinda Keesee Digitally signed by Melinda Keesee Date: 2020.05.12 11:34:21 -04'00' | 5/26/20 | Lea Malarae Digitally signed by Lea Malarae Date: 2020.05.26 09:18:09 -04'00' | | |
| Date | Requestor's Signature | Date | Finance Approval Signature | Date | Finance Director's Signature |
| 5/12/20 | John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2020.05.12 11:44:13 -04'00' | 5/26/20 | Lora Howell Digitally signed by Lora Howell Date: 2020.05.26 09:37:07 -04'00' | | |
| Date | Department Director's Signature | Date | Deputy Fin. Director's Signature | Date | City Manager's Signature |

***FINANCE USE ONLY:***

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

Approved 07/13

Revised eform 10/2/19 - IT

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-275 | **Version:** | 1 | **Name:** | |
| **Type:** | Resolution | | | **Status:** | Consent Agenda |
| **File created:** | 5/14/2020 | | | **In control:** | City Council |
| **On agenda:** | 6/10/2020 | | | **Final action:** | |

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

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**
Lee Co Contract B170265-ANB (002).pdf
B170625ANB Asphalt Paving Amendment 1.pdf
B170265ANB Asphalt Renewal Confirmation 19-20.pdf
19-23-5313 Pavement Sampling and FDR Mix Design - Pineda Street.pdf
19-23-5313 Report.pdf
KS PROP#336a --IN -- Cocoa - FDR - Pineda St- $266k -- 5-15-20.pdf
052720 - APS FDR Pineda - Resolution Contigency.pdf
Lee County Approval to Piggyback Off Alternative Paving Methods Solicitation.msg

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: May 14, 2020
Agenda Date: June 10, 2020
Prepared By: Abigail Morgan, P.E., Public Works Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve entering into a co-operative purchase agreement with, and issuing a Purchase Order to Asphalt Paving Systems, Inc. in the amount of $266,552.32 for the Full Depth Reclamation (FDR) of Pineda Street from Peachtree Street to Dixon Blvd. using Lee County Solicitation No. B170265/ANB, Alternative Paving Methods, effective September 5, 2017 through September 4, 2020. Approve a Resolution for Budgetary Contingency to authorize the City Manager to approve any change orders up to 10% of the contract value in the amount of $26,655.23 for any additional work, as needed.

## BACKGROUND:

Pineda Street is a heavily traveled street connecting Peachtree Street to Dixon Blvd. The road is in very poor condition and CIP PW20PS, which included the repair of this road, was budgeted for this

fiscal year. On September 25, 2019, City Council approved two POs to Goodson Paving, Inc. for the milling, paving and striping of Pineda Street, as well as the demolition and reconstruction of non-compliant ADA ramps, sidewalks and curbing from Peachtree Street to Dixon Blvd.

On January 9, 2020, the pavement exploration report for Pineda Street from our Geotechnical Consultant revealed that the subgrade soil was in very poor condition. These findings resulted in the need for Full Depth Reclamation (FDR) of the road. FDR is a pavement rehabilitation technique in which the full flexible pavement section and a predetermined portion of the underlying materials are uniformly pulverized and blended together to produce a homogeneous stabilized base course (SBC).

This technique involves the development of a design mix that is unique to a road's subgrade components. On May 13, 2020, the Consultant provided the Pineda Street FDR mix design report.

Goodson Paving, Inc. does not offer FDR services and would not be able to perform this work. Asphalt Paving Systems, Inc. has previously performed pavement projects in the City and provides FDR services. The City is looking to piggyback off the Lee County Alternative Paving Methods Contracts. Asphalt Paving Systems, Inc. is the only Contractor on that list that performs FDR. All the other Contractors on the list do not perform this work.

City Staff recommends utilizing Asphalt Paving Systems, Inc. to perform FDR on Pineda Street and is seeking a 10% contingency in the event there are deficiencies uncovered during the construction process. A Change Order will be executed to the aforementioned PO for the milling of Pineda portion to Goodson Paving to reduce the milling efforts that the FDR work will complete.

## STRATEGIC PLAN CONNECTION:

This project identifies infrastructure needs and incorporates them based on the analysis completed.

## BUDGETARY IMPACT:

| | |
|---|---|
| Budgeted | Yes |
| If not budgeted, is amendment/transfer attached? | Choose an item. |

FDR of Pineda Street

| | |
|---|---|
| Amount Requested | $266,552.32 |
| Account Number | 001-3510-541.46-00 PW20PS_ |
| Account Name | Repairs and Maintenance_ |

Allow City Manager to Approve Change Orders

| | |
|---|---|
| Amount Requested | $26,655.23 |
| Account Number | 001-3510-541.46-00 PW08SP_ |
| Account Name | Repairs and Maintenance |

## PREVIOUS ACTION:

Agenda Item 19-440, Council Approved entering into a co-operative purchase agreement with, and issuing a Purchase Order to Goodson Paving, Inc. in the amount of $181,534.10 for the milling,

paving and striping of Pineda Street from Dixon Blvd to Peachtree Street (Project #PW20PS), utilizing Brevard County Bid # B4-18-50, effective June 21, 2019 through June 20, 2020. Approve entering into a co-operative purchase agreement with, and issuing a Purchase Order to Goodson Paving in the amount of $76,276.20 utilizing Brevard County Bid # B4-19-07 effective January 14, 2019 to January 13, 2022 for the demolition and reconstruction of non-compliant ADA ramps, sidewalks and curbing on Pineda Street from Dixon Blvd to Peachtree Street. Authorize the City Manager to approve any change orders up to $50,000 for any additional work as needed. Pending the approval of Fiscal Year 2020 Budget.

**RECOMMENDED MOTION:**

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



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Contract # 7804

EXECUTED ☑ COPY

# AGREEMENT FOR ALTERNATIVE PAVING METHODS

**THIS AGREEMENT FOR ONGOING ALTERNATIVE PAVING PROJECTS** ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Asphalt Paving Systems, Inc., a New Jersey corporation authorized to do business in the State of Florida, whose address is 9021 Wire Road, Zephyrhills, FL 33540, and whose Federal tax identification number is 22-3787755, hereinafter referred to as "Contractor".

**WITNESSETH**

**WHEREAS,** the County intends to purchase construction services related to Alternative Paving Methods from the Contractor for specific projects as determined by the County (the "Purchase"); and,

**WHEREAS,** the County issued a solicitation, B170265/ANB on April 7, 2017; and,

**WHEREAS,** the County evaluated the responses received and found the Contractor qualified to provide the necessary products and services; and,

**WHEREAS,** the County posted a Notice of Intended Decision Bid Action on June 6, 2017; and,

**WHEREAS,** the Contractor is one of a pool of firms approved to provide products and services for the Purchase, the County shall award projects as needed, and the Contractor understands and agrees that no work is guaranteed under this Agreement; and,

**WHEREAS,** the Contractor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

**NOW, THEREFORE,** the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

## I. PRODUCTS AND SERVICES

A. The Contractor agrees to diligently provide all products and services for the Purchase in accordance with the Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Contractor shall comply strictly with all of the terms and conditions of B170265/ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

## II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon execution by both the County and the Contractor, and shall continue for a period of one (1) year on an "as needed" basis. The Agreement may be renewed for up to three (3) additional one (1) year periods upon mututal written agreement of the County and the Contractor.

B. A Purchase Order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

C. Products and services must be delivered in accordance with Supplemental Task Authorizations and Change Orders. The schedule must commence on the date of the purchase order.

## III. COMPENSATION AND PAYMENT

A. The County must pay the Contractor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Contractor's submittal in response to B170265/ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

B. Notwithstanding the preceding, Contractor must not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Contractor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.

C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on fifteen (15) days' prior written notice, but failure to give such notice will be of no effect and the County will not be obligated under this Agreement beyond the date of termination.

## IV. METHOD OF PAYMENT

A. The County must pay the Contractor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., as amended from time to time, upon receipt of the Contractor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

B. The Contractor must submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.

C. For partial shipments or deliveries, progress payments must be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

## V. ADDITIONAL PURCHASES

A. No changes to this Agreement or the performance contemplated hereunder will be made unless the same are in writing and signed by both the Contractor and the County.

B. If the County requires the Contractor to perform additional services or provide additional product(s) related to this Agreement, then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation must be agreed upon before commencement of any additional services or provision of additional product(s) and must be incorporated into this Agreement by written amendment. The County will not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor will not be entitled to additional compensation.

## VI. LIABILITY OF CONTRACTOR

A. The Contractor will indemnify and hold harmless Lee County Government from liabilities, damages, losses, and costs, including but not limited to attorney's reasonable fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

## VII. CONTRACTOR'S INSURANCE

A. Contractor must procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.

B. Contractor must, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and must not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

## VIII. PERFORMANCE AND PAYMENT BOND(S)

The Contractor must procure performance and payment bond(s) in accordance with Exhibit D.

## IX. RESPONSIBILITIES OF THE CONTRACTOR

A. The Contractor must be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Contractor under this Agreement. The Contractor must, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.

B. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

C. The Contractor must comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and must not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Contractor specifically acknowledges its obligations to comply with §119.0701, F.S., as amended from time to time, with regard to public records, and must:

1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;

2) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;

3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Contractor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901; publicrecords@leegov.com; http://www.leegov.com/publicrecords.**

E. The Contractor is, and will be, in the performance of all work, services and activities under this Agreement, an independent contractor. Contractor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement will be at all times, and in all places, subject to the Contractor's sole direction, supervision and control. The Contractor must exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County will be that of an independent contractor and not as employees of the County. The

Contractor will be solely responsible for providing benefits and insurance to its employees.

## X. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement will become the property of the County upon acceptance by the County.

## XI. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

A. The Contractor must ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.

B. The personnel assigned by the Contractor to perform the services pursuant to this Agreement must comply with the terms set forth in this Agreement.

C. The Contractor specifically agrees that all products must be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" is deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

## XII. COMPLIANCE WITH APPLICABLE LAW

This Agreement will be governed by the laws of the State of Florida. Contractor must promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Contractor must conduct no activity or provide any service that is unlawful or offensive.

## XIII. TERMINATION

A. The County shall have the right at any time upon fifteen (15) days' written notice to the Contractor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County will be responsible to Contractor only for fees and compensation earned by the Contractor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Contractor or any other elements of breach of contract.

B. After receipt of a notice of termination, except as otherwise directed, the Contractor must stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all

Contractors and subcontracts; and settle all outstanding liabilities and claims.

C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Contractor's obligations under this Agreement.

## XIV. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

E. Unless otherwise agreed in writing, the Contractor will be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

## XV. STOP WORK ORDER

The County may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Agreement. Any order must be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor must not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the work covered by the order; or

3. Terminate the Agreement in accordance with provisions contained in Section XIII.

In the event the County does not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Agreement.

## XVI. CONTRACTOR WARRANTY

A. All products provided under this Agreement must be new (unless specifically identified otherwise in a Supplemental Task Authorization) and of the most suitable grade for the purpose intended.

B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Contractor must pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor must refund to the County any money which has been paid for same.

C. Contractor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

## XVII. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The Contractor must not assign any interest in this Agreement and must not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Contractor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such

transfer or assignment due to bankruptcy must be promptly given to the County.

C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

D. The failure of the County to enforce one or more of the provisions of the Agreement may not be construed to be and is not a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement must be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

G. If the Contractor is comprised of more than one legal entity, each entity must be jointly and severally liable hereunder.

H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

| Vendor's Representative: | | County's Representatives: | | |
|---|---|---|---|---|
| Name: | Robert Capoferri | Names: | Roger Desjarlais | Mary Tucker |
| Title: | President | Titles: | County Manager | Director of Procurement Management |
| Address: | 9021 Wire Road | Address: | P.O. Box 398 | |
| | Zephyrhills, FL 33540 | | Fort Myers, FL 33902 | |
| Telephone: | 813-788-0010 | Telephone: | 239-533-2221 | 239-533-8881 |
| Facsimile: | 813-788-0020 | Facsimile: | 239-485-2262 | 239-485-8383 |
| E-mail:` | ~~Ponderosamark@hotmail.com~~ JackieAPS@outlook.com DGannon@gmail.com | E-Mail: | rdesjarlais@leegov.com | mtucker@leegov.com |

I. Any change in the County's or the Contractor's Representative will be promptly communicated by the party making the change.

J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Supplemental Task Authorization(s)
2. Agreement
3. County's Purchase Order
4. Solicitation # B170265/ANB
5. Contractor's Submittal in Response to Solicitation # B170265/ANB

[The remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: Kenneth Messina

Print Name: Kenneth Messina
Secretary

**Asphalt Paving Systems, Inc.**

Signed By: _____

Print Name: Robert Capoferri

Title: President

Date: 7/12/2017

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: John Manning
CHAIR

DATE: 9/5/17

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Melissa Butler
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY FLORIDA

APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY:

BY: L. C. Lira
OFFICE OF THE COUNTY ATTORNEY

# EXHIBIT A
# SCOPE OF SERVICES

Contractor shall provide Alternative Paving services in accordance with Lee County Solicitation No. B170265/ANB and Supplemental Task Authorizations issued under this Agreement, if any.

A. Supplemental Task Authorizations
The term Supplemental Task Authorization refers to a written document executed by both parties under this Agreement setting forth and authorizing a limited number of services, tasks, or work for a specific project identified by the County. Such services, tasks, or work is consistent with and has previously been described by Solicitation No. B170265/ANB and this Agreement.

B. Award of Supplemental Task Authorizations
As provided by Solicitation No. B170265/ANB, individual projects may be awarded, and authorized via Supplemental Task Authorizations, to any of the firms approved by the Board of County Commissioners under that solicitation. Award shall be made as follows:

1. **Each project/task order will not exceed $500,000.00**.
   1.1. Any project/task order **$50,000.00 or less** may be awarded to the vendor holding a valid contract under this bid, with the lowest unit prices, able to meet the required schedule.
   1.2. Any project/task order **$50,000.01, but less than $500,000.00** must be quoted by a **minimum of 3 awarded vendors** holding a valid contract under this Bid.
   1.3. Any project/task order **over $100,000.00** must provide a payment and performance bond.
   1.4. No vendor will be paid more than **$4,000,000.00 per year.**
   1.5. **Notice to Proceed** (NTP)
      1.5.1. All project/task order **$50,000.00 or less** will **use the purchase order** as the notice to proceed. The start date and date or the number of day to complete the project must be included on the purchase order. If the start date is left off the purchase order then the date of the purchase order approval will default as the NTP start date.
      1.5.2. Projects **$50,000.01 but less than $500,000.00** will have a **formal NTP issued through the Procurement Management Division**.
   1.6. The County retains the right to select any vendor to whom a multiple-vendor award has been made.
   1.7. The County retains the right to separately and competitively bid any and all job estimates greater than $500,000.00.

- Any project/task with a total cost of **$50,000.00 or less** may be awarded to the firm holding a valid contract under this bid, with the lowest unit prices, able to meet the required project schedule.
- Any project/task with a total cost of **$50,000.01, but less than $500,000.00** must be quoted by a **minimum of three (3) of the**

**approved firms** holding a valid contract under Solicitation No. B170265/ANB. When quotes are requested, the Contractor's submittal must be based on the unit prices provided by Exhibit B, or lower prices. The quote must not list any prices that are higher. Award of the project shall be made to the firm holding a valid contract under this bid, with the lowest quoted price, able to meet the required project schedule.

C. Performance of Work under this Agreement

All work shall be provided and performed in accordance with the Technical Specifications of Solicitation No. B170265/ANB and as further described in any Supplemental Task Authorizations issued under this Agreement.

D. PRICING

Consumer Price Index (CPI): Contract prices for equipment and/or service will remain firm through the first contract year. Contractors must request price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, no price increase will be accepted. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Miami Area. No retroactive contract price adjustments will be allowed.

**EXHIBIT B**
**FEE SCHEDULE**

Payment for actual work completed shall be made in accordance with the terms of this Agreement and any Supplemental Task Authorizations issued hereunder. All project pricing shall be determined by the rates established by the Contractor's Response to Solicitation No. B170265/ANB, which appear below. All quotes received by the County from the Contractor must reflect pricing at or below the rates listed in this Exhibit B.

| | | | ***Asphalt Paving Systems, Inc.*** | |
|---|---|---|---|---|
| **ITEM** | **DESCRIPTION** | **UNIT** | **Quanity** | **Price** |
| 101-1 | Mobilization | % | 1 | 5.00% |
| 102-1 | Maintenance of Traffic | % | 1 | 5.00% |
| 104-12 | Staked Silt Fence | 50-500 | LF | $2.00 |
| 104-12 | Staked Silt Fence | 501-1000+ | LF | $1.25 |
| 110-1-1 | *Clearing and Grubbing* | 1 | AC | $7,500.00 |
| 110-1 | Curb and Gutter Removal | 25-250 | LF | $30.00 |
| 110-1 | Curb and Gutter Removal | 251-500+ | LF | $15.00 |
| 110-2 | Miscellaneous Concrete Removal | 50-500 | SY | $8.00 |
| 110-2 | Miscellaneous Concrete Removal | 501-1000+ | SY | $5.00 |
| 110-3 | Existing Pipe Removal | 10-200 | LF | $25.00 |
| 110-3 | Existing Pipe Removal | 201-500+ | LF | $18.00 |
| 110-4 | Removal of Existing Pavement | 20-500 | SY | $7.00 |
| 110-4 | Removal of Existing Pavement | 501-1000+ | SY | $5.00 |
| 120-1 | Roadway Excavation | 201-500 | CY | $25.00 |
| 120-1 | Roadway Excavation | 501-1000+ | CY | $20.00 |

# EXHIBIT B
# FEE SCHEDULE

| | | | | |
|---|---|---|---|---|
| 120-4 | Swale Grading | 20-200 | LF | $20.00 |
| 120-4 | Swale Grading | 201-500+ | LF | $12.50 |
| 120-6 | Embankment (Truckload) | 1-200 | CY | $40.00 |
| 120-6 | Embankment (Truckload) | 201-500+ | CY | $30.00 |
| 280-2 | Asphaltic Base Course | 20-200 | TN | $175.00 |
| 280-2 | Asphaltic Base Course | 201-500 | TN | $120.00 |
| 280-2 | Asphaltic Base Course | 501-1000+ | TN | $95.00 |
| 327-1 | Milling of Existing Asphalt (2" +/-) | 50,000 + | SY | $3.50 |
| 327-2 | Milling of Existing Asphalt (2" +/-) | 10,000 to 50,000 | SY | $5.50 |
| 331-1 | Type III Asphaltic Concrete | 20-200 | TN | $180.00 |
| 331-1 | Type III Asphaltic Concrete | 201-500 | TN | $135.00 |
| 331-1 | Type III Asphaltic Concrete | 501-1000+ | TN | $105.00 |
| 333-1 | Asphaltic Concrete Type "S-1" | 20-200 | TN | $180.00 |
| 333-1 | Asphaltic Concrete Type "S-1" | 201-500 | TN | $135.00 |
| 333-1 | Asphaltic Concrete Type "S-1" | 501-1000+ | TN | $105.00 |
| 333-2 | Asphaltic Concrete Type "S-3" | 20-200 | TN | $180.00 |
| 333-2 | Asphaltic Concrete Type "S-3" | 201-500 | TN | $135.00 |
| 333-2 | Asphaltic Concrete Type "S-3" | 501-1000+ | TN | $105.00 |
| 425-1 | Adjusting Manholes (Metal Riser Rings) | 1-5 | EA | $250.00 |
| 425-1 | Adjusting Manholes (Metal Riser Rings) | 6-10 | EA | $200.00 |
| 425-1 | Adjusting Manholes (Metal Riser Rings) | 11-20+ | EA | $125.00 |
| 425-2 | Adjusting Valve Boxes (Metal Riser Rings) | 1-5 | EA | $150.00 |
| 425-2 | Adjusting Valve Boxes (Metal Riser Rings) | 6-10 | EA | $100.00 |

# EXHIBIT B
# FEE SCHEDULE

| | | | | |
|---|---|---|---|---|
| 425-2 | Adjusting Valve Boxes (Metal Riser Rings) | 11-20+ | EA | $85.00 |
| 430-2 | 18" RCP CD - CLASS III | 1-200 | LF | $125.00 |
| 430-2 | 18" RCP CD - CLASS III | 201-500+ | LF | $70.00 |
| 520-1 | Type "A" Curb | 10-25 | LF | $60.00 |
| 520-1 | Type "A" Curb | 26-50+ | LF | $45.00 |
| 520-2 | Type "B" Curb | 10-25 | LF | $60.00 |
| 520-2 | Type "B" Curb | 26-50+ | LF | $45.00 |
| 520-3 | Type "D" Curb | 10-25 | LF | $60.00 |
| 520-3 | Type "D" Curb | 26-50+ | LF | $45.00 |
| 520-4 | Type "E" Curb | 10-25 | LF | $55.00 |
| 520-4 | Type "E" Curb | 26-50+ | LF | $40.00 |
| 520-5 | Type "F" Curb | 10-25 | LF | $55.00 |
| 520-5 | Type "F" Curb | 26-50+ | LF | $40.00 |
| 522-2 | Concrete Sidewalk - (6" thickness) | 20-100 | SY | $100.00 |
| 522-2 | Concrete Sidewalk - (6" thickness) | 101-250+ | SY | $60.00 |
| 527-2 | Detectable Warning Surfaces (Inset) * | 10-50 | SF | $50.00 |
| 527-2 | Detectable Warning Surfaces (Inset) * | 51-100+ | SF | $35.00 |
| 527-3 | Det. Warning Surf. (Screwdown Retro-Fit) | 10-50 | SF | $50.00 |
| 527-3 | Det. Warning Surf. (Screwdown Retro-Fit) | 51-100 | SF | $35.00 |
| 575-1 | Sodding (Bahia) | 100-500 | SY | $5.25 |
| 575-1 | Sodding (Bahia) | 501-1000+ | SY | $2.75 |
| 575-2 | Sodding (Floratam) | 100-500 | SY | $5.85 |
| 575-2 | Sodding (Floratam) | 501-1000+ | SY | $2.75 |

**EXHIBIT B**
**FEE SCHEDULE**

| | | | | |
|---|---|---|---|---|
| 660-2102 | *Loop Assembly, F&I - Type B* | 1 | AS | $2,750.00 |
| 706-1 | Reflective Pavement Markings (RPM's) | 20-60 | EA | $7.50 |
| 706-1 | Reflective Pavement Markers (RPM's) | 61-100+ | EA | $6.00 |
| 710-1 | 6" Solid Traffic Stripe (paint) | 1-200 | LF | $4.50 |
| 710-1 | 6" Solid Traffic Stripe (paint) | 201-500 | LF | $1.00 |
| 710-1 | 6" Solid Traffic Stripe (paint) | 501-1000+ | LF | $0.50 |
| 710-2 | 12" Solid Traffic Stripe (paint) | 1-25 | LF | $10.00 |
| 710-2 | 12" Solid Traffic Stripe (paint) | 26-50 | LF | $4.00 |
| 710-2 | 12" Solid Traffic Stripe (paint) | 51-100+ | LF | $2.75 |
| 710-3 | 18" Solid Traffic Stripe (paint) | 1-25 | LF | $12.00 |
| 710-3 | 18" Solid Traffic Stripe (paint) | 26-50 | LF | $6.00 |
| 710-3 | 18" Solid Traffic Stripe (paint) | 51-100+ | LF | $4.00 |
| 710-4 | 24" Solid Traffic Stripe (paint) | 1-25 | LF | $12.00 |
| 710-4 | 24" Solid Traffic Stripe (paint) | 26-50 | LF | $5.50 |
| 710-4 | 24" Solid Traffic Stripe (paint) | 51-100+ | LF | $4.50 |
| 710-5 | 6" Skip Traffic Stripe (paint) | 1-200 | LF | $2.50 |
| 710-5 | 6" Skip Traffic Stripe (paint) | 201-500 | LF | $0.95 |
| 710-5 | 6" Skip Traffic Stripe (paint) | 501-1000+ | LF | $0.55 |
| 710-6 | 6" Dotted Guide Lines (paint) | 1-50 | LF | $1.50 |
| 710-6 | 6" Dotted Guide Lines (paint) | 51-100 | LF | $1.25 |
| 710-6 | 6" Dotted Guide Lines (paint) | 101-150+ | LF | $0.95 |
| 710-7 | Directional Arrows (Paint) | 1 | EA | $75.00 |
| 710-8 | Pavement Messages (Paint) | 1 | EA | $90.00 |

**EXHIBIT B**
**FEE SCHEDULE**

| | | | | |
|---|---|---|---|---|
| 710-9 | 8" Solid Traffic Stripe (Paint) | 1-200 | LF | $5.00 |
| 710-9 | 8" Solid Traffic Stripe (Paint) | 201-500 | LF | $1.25 |
| 710-9 | 8" Solid Traffic Stripe (Paint) | 501-1000+ | LF | $0.75 |
| 711-1 | 6" Solid Stripe/Extru. Thermo | 1-200 | LF | $10.00 |
| 711-1 | 6" Solid Stripe/Extru. Thermo. | 201-500 | LF | $4.25 |
| 711-1 | 6" Solid Stripe/Extru. Thermo. | 501-1000+ | LF | $1.25 |
| 711-2 | 12" Solid Stripe/Extru. Thermo | 1-25 | LF | $20.00 |
| 711-2 | 12" Solid Stripe/Extru. Thermo. | 26-50 | LF | $11.00 |
| 711-2 | 12" Solid Stripe/Extru. Thermo. | 51-100+ | LF | $4.50 |
| 711-3 | 18" Solid Stripe/Extru. Thermo | 1-25 | LF | $25.00 |
| 711-3 | 18" Solid Stripe/Extru. Thermo. | 26-50 | LF | $12.00 |
| 711-3 | 18" Solid Stripe/Extru. Thermo. | 51-100+ | LF | $5.50 |
| 711-4 | 24" Solid Stripe/Extru. Thermo | 1-25 | LF | $7.25 |
| 711-4 | 24" Solid Stripe/Extru. Thermo. | 26-50 | LF | $6.25 |
| 711-4 | 24" Solid Stripe/Extru. Thermo. | 51-100+ | LF | $5.25 |
| 711-5 | 6" Skip Traffic Stripe/Extru. Thermo | 1-200 | LF | $4.00 |
| 711-5 | 6" Skip Traffic Stripe/Extru. Thermo. | 201-500 | LF | $2.25 |
| 711-5 | 6" Skip Traffic Stripe/Extru. Thermo. | 501+ | LF | $2.00 |
| 711-6 | 6" Dotted Guide Lines/Extru. Thermo | 20-50 | LF | $3.00 |
| 711-6 | 6" Dotted Guide Lines/Extru. Thermo. | 51-100 | LF | $2.50 |
| 711-6 | 6" Dotted Guide Lines/Extru. Thermo. | 101+ | LF | $2.25 |
| 711-7 | Directional Arrows / Extru. Thermo. | 1 | EA | $110.00 |
| 711-7A | Preformed Arrow | 1 | EA | $100.00 |

# EXHIBIT B
# FEE SCHEDULE

| | | | | |
|---|---|---|---|---|
| 711-7B | Preformed Symbol (Bike) | 1 | EA | $200.00 |
| 711-8 | Pavement Messages / Extru. Thermo. | 1 | EA | $225.00 |
| 711-9 | 8" Solid Traffic Stripe / Extru. Thermo | 20-200 | LF | $15.00 |
| 711-9 | 8" Solid Traffic Stripe / Extru. Thermo | 201-500 | LF | $10.00 |
| 711-9 | 8" Solid Traffic Stripe / Extru. Thermo | 501+ | LF | $5.00 |
| 711-10 | Remove Existing Pavement Markings | 20-300 | SF | $5.00 |
| 711-10 | Remove Existing Pavement Markings | 300+ | SF | $5.00 |
| APM-001 | Single Micro Surface 18-22 lbs | 10,000 to 50,000 | SY | $2.65 |
| APM-001 | Single Micro Surface 18-22 lbs | 50,001 + | SY | $2.40 |
| APM-002 | Doudle Micro Surface 28-32 lbs | 10,000 to 50,000 | SY | $3.80 |
| APM-002 | Doudle Micro Surface 28-32 lbs | 50,001 + | SY | $3.60 |
| APM-003 | Single Chip Seal -#89 Granite | 10,000 to 50,000 | SY | $2.90 |
| APM-003 | Single Chip Seal -#89 Granite | 50,001 + | SY | $2.40 |
| APM-004 | Double Chip Seal - #57 w/#89 Granite | 10,000 to 50,000 | SY | $4.20 |
| APM-004 | Double Chip Seal - #57 w/#89 Granite | 50,001 + | SY | $3.90 |
| APM-005 | Full Depth Reclamation / 6"-9" | 10,000 to 50,000 | SY | $7.00 |
| APM-005 | Full Depth Reclamation /6"-9" | 50,001 + | SY | $6.25 |
| APM-006 | Full Depth Reclamation /9-12 | 10,000 to 50,000 | SY | $7.50 |
| APM-006 | Full Depth Reclamation /9-12 | 50,001 + | SY | $6.75 |
| APM-006a | Cement for Reclamation | 1 | TN | $155.00 |
| APM-006b | Emulsion for Reclamation | 1 | Gal | $2.55 |
| APM-007 | RAP PLACEMENT | 10,000 to 50,000 | SY | $8.00 |
| APM-007 | RAP PLACEMENT | 50,001 + | SY | $7.25 |

# EXHIBIT B
# FEE SCHEDULE

| | | | | |
|---|---|---|---|---|
| APT-001 | Crack Filling / Sealing | 1-1000 | Gal | $20.00 |
| APT-001 | Crack Filling / Sealing | 1001-3000 | Gal | $19.00 |
| APT-001 | Crack Filling / Sealing | 3001+ | Gal | $18.00 |
| SLUR-001 | Slurry Seal | 10,000 to 50,000 | SY | $2.70 |
| SLUR-001 | Slurry Seal | 50,001 + | SY | $2.45 |
| | HOT-IN-PLACE (With Virgin Top Course) Asphalt Recycling | | | |
| HIPR- Recy | Asphalt Recycling | 10,000 to 50,000 | SY | No Bid |
| HIPR-AGENT | Recycling Agent | 10,000 to 50,000 | Gal | No Bid |
| HIPR- Recy | Asphalt Recycling | 50,001 + | SY | No Bid |
| HIPR-AGENT | Recycling Agent | 50,001 + | Gal | No Bid |
| | 324 HOT-IN-PLACE (100%) Asphalt Recycling | | | |
| HIPR Base | Base Course HIPR | 10,000 to 50,000 | SY | No Bid |
| HIPR Base | Base Course HIPR | 50,001 + | SY | No Bid |
| HIPR Complete | 2" Complete HIPR | 10,000 to 50,000 | SY | No Bid |
| HIPR Complete | 2" Complete HIPR | 50,001 + | SY | No Bid |
| HIPR-AGENT-100% | Asphalt Recycling Agent | 10,000 to 50,000 | Gal | No Bid |
| HIPR-AGENT-100% | Asphalt Recycling Agent | 50,001 + | Gal | No Bid |
| | **MOT/MOB** | % | 1 | No Bid |
| | **Night Work MOT/MOB (additional %)** | % | 1 | No Bid |

## EXHIBIT C
## INSURANCE REQUIREMENTS

**Minimum Insurance Requirements:** ***Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided***

**a.** **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

$1,000,000 per occurrence
$2,000,000 general aggregate
$1,000,000 products and completed operations
$1,000,000 personal and advertising injury

**b.** **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

$1,000,000 combined single limit (CSL)
$500,000 bodily injury per person
$1,000,000 bodily injury per accident
$500,000 property damage per accident

**c.** **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

$500,000 per accident
$500,000 disease limit
$500,000 disease – policy limit

*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

# EXHIBIT C
# INSURANCE REQUIREMENTS

**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

   a. The certificate holder shall read as follows:

      Lee County Board of County Commissioners
      P.O. Box 398
      Fort Myers, Florida 33902B

   b. "*Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials*" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

**Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the contract.

2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

## EXHIBIT D
## PERFORMANCE AND PAYMENT BONDS

For each Supplemental Task Authorization authorizing work for a cost of $100,000.00 or more, the Contractor must procure a performance and payment bond in accordance with this Agreement and B170265/ANB.

A. In accordance with Chapter 255.05, Florida Statutes, as may be amended from time to time, and Lee County Ordinance 95-2-102, as may be amended form time to time, a public performance and payment bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded Supplemental Task Authorization amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida.

B. Any bonding company submitting a performance and payment bond to Lee County Government must be licensed to transact a fidelity and surety business in the State of Florida.

C. A public performance and payment bond must be properly executed by the Surety Company and Contractor and recorded with the Lee County Clerk of Court within seven (7) calendar days after notification by Lee County of the approval to award the Supplemental Task Authorization. The Contractor is responsible for all fees and charges associated with the performance and payment bond, including the cost of recording.

D. A clean irrevocable letter of credit or cash bond may be accepted by the County in lieu of the public performance and payment bond.

# Zurich American Insurance Company (?)

**A.M. Best #: 002563** **NAIC #: 16535** **FEIN #: 364233459**

**Administrative Office**
1299 Zurich Way
Schaumburg, IL 60196-1056
United States

View Additional Address Information

**Web:** www.zurichna.com
**Phone:** 800-987-3373
**Fax:** 877-962-2567

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

Financial Strength Rating
BEST
A+ Superior

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 050457 - Zurich Insurance Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

## Best's Credit Ratings

### Financial Strength Rating View Definition

| | |
|---|---|
| **Rating:** | A+ (Superior) |
| **Affiliation Code:** | g (Group) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Negative |
| **Action:** | Affirmed |
| **Effective Date:** | December 01, 2016 |
| **Initial Rating Date:** | June 30, 1922 |

### Long-Term Issuer Credit Rating View Definition

| | |
|---|---|
| **Long-Term:** | aa- |
| **Outlook:** | Negative |
| **Action:** | Affirmed |
| **Effective Date:** | December 01, 2016 |
| **Initial Rating Date:** | September 14, 2004 |

u Denotes Under Review Best's Rating

### Best's Credit Rating Analyst

**Rating Issued by**: A.M. Best Rating Services, Inc.
**Senior Financial Analyst:** Darian Ryan
**Senior Director:** Michael J. Lagomarsino, CFA, FRM

### Disclosure Information

View A.M. Best's Rating Disclosure Form

A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates
December 01, 2016

## Rating History

A.M. Best has provided ratings & analysis on this company since 1922.

| Financial Strength Rating | | Long-Term Issuer Credit Rating | |
|---|---|---|---|
| **Effective Date** | **Rating** | **Effective Date** | **Rating** |
| 12/1/2016 | A+ | 12/1/2016 | aa- |
| 10/2/2015 | A+ | 10/2/2015 | aa- |
| 11/26/2014 | A+ | 11/26/2014 | aa- |
| 11/21/2013 | A+ | 11/21/2013 | aa- |
| 11/27/2012 | A+ | 11/27/2012 | aa- |

## Related Financial and Analytical Data

The following links provide access to related data records that A.M. Best utilizes to provide financial and analytical data on a consolidated or branch basis.

| AMB # | Company Name | Company Description |
|---|---|---|
| 019793 | Zurich U.S. Pool (CS) | Represents Property/ Casualty business of this legal entity. |
| 004430 | Zurich U.S. Pool (SG) | Represents the A.M. Best Consolidated financials for the Property/ Casualty business of this legal entity. |

## AMB Credit Reports

**AMB Credit Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
Report Revision Date: 2/22/2017 (represents the latest significant change).

Historical Reports are available in AMB Credit Report Archive.

View additional news, reports and products for this company.

## Press Releases

| Date | Title |
|---|---|
| Dec 01, 2016 | A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates |
| Apr 05, 2016 | A.M. Best Removes from Under Review and Upgrades Ratings of Rural Community Insurance Company |
| Dec 21, 2015 | A.M. Best Comments on Zurich Insurance Group's Ratings Following Announcement to Acquire Wells Fargo Crop-Insurance Subsidiaries |
| Dec 21, 2015 | A.M. Best Places Ratings of Rural Community Insurance Company Under Review With Developing Implications |
| Oct 02, 2015 | A.M. Best Affirms Ratings and Revises Outlook to Negative for Zurich Insurance Company Limited and Some of Its Rated Affiliates |
| Nov 26, 2014 | A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates |
| Nov 21, 2013 | A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates |
| Nov 27, 2012 | A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates |
| Nov 18, 2011 | A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates |
| Nov 19, 2010 | A.M. Best Upgrades Ratings of Zurich Insurance Company Limited's U.S. Subsidiaries |

1 2 3 Page size: 10 21 items in 3 pages

**European Union Disclosures**
A.M. Best - Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the European Union (EU). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the EU as per Directive 2006/48/EC.

**Australian Disclosures**
A.M. Best Asia-Pacific Limited (AMBAP), Australian Registered Body Number (ARBN No.150375287), is a limited liability company incorporated and domiciled in Hong Kong. AMBAP is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 411055) under the Corporations Act 2001. Credit Ratings emanating from AMBAP are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAP does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAP Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAP are the opinion of AMBAP only and not any specific credit analyst. AMBAP Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

**Important Notice**: A.M. Best's Credit Ratings are independent and objective opinions, not statements of fact. A.M. Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. A.M. Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of Credit Rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view Understanding Best's Credit Ratings.

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Regulatory Affairs - Form NRSRO - Code of Conduct - Rating Methodology - Historical Performance Data

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# American Guarantee and Liability Insurance Company (?)

**A.M. Best #: 002562** **NAIC #: 26247** **FEIN #: 366071400**

**Administrative Office**
1299 Zurich Way
Schaumburg, IL 60196-1056
United States

View Additional Address Information

**Web:** www.zurichna.com
**Phone:** 800-987-3373
**Fax:** 877-962-2567

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

Financial Strength Rating
BEST
A+ Superior

View additional news, reports and products for this company.

Based on A.M. Best's analysis, 050457 - Zurich Insurance Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

## Best's Credit Ratings

**Financial Strength Rating** View Definition

| | |
|---|---|
| **Rating:** | A+ (Superior) |
| **Affiliation Code:** | g (Group) |
| **Financial Size Category:** | XV ($2 Billion or greater) |
| **Outlook:** | Negative |
| **Action:** | Affirmed |
| **Effective Date:** | December 01, 2016 |
| **Initial Rating Date:** | June 30, 1944 |

**Long-Term Issuer Credit Rating** View Definition

| | |
|---|---|
| **Long-Term:** | aa- |
| **Outlook:** | Negative |
| **Action:** | Affirmed |
| **Effective Date:** | December 01, 2016 |
| **Initial Rating Date:** | September 14, 2004 |

u Denotes Under Review Best's Rating

**Best's Credit Rating Analyst**

**Rating Issued by**: A.M. Best Rating Services, Inc.
**Senior Financial Analyst:** Darian Ryan
**Senior Director:** Michael J. Lagomarsino, CFA, FRM

**Disclosure Information**

View A.M. Best's Rating Disclosure Form

A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates
December 01, 2016

## Rating History

A.M. Best has provided ratings & analysis on this company since 1944.

| Financial Strength Rating | | Long-Term Issuer Credit Rating | |
|---|---|---|---|
| **Effective Date** | **Rating** | **Effective Date** | **Rating** |
| 12/1/2016 | A+ | 12/1/2016 | aa- |
| 10/2/2015 | A+ | 10/2/2015 | aa- |
| 11/26/2014 | A+ | 11/26/2014 | aa- |
| 11/21/2013 | A+ | 11/21/2013 | aa- |
| 11/27/2012 | A+ | 11/27/2012 | aa- |

## AMB Credit Reports

**AMB Credit Report** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
Report Revision Date: 3/27/2017 (represents the latest significant change).

Historical Reports are available in AMB Credit Report Archive.

View additional news, reports and products for this company.

## Press Releases

| Date | Title |
|---|---|
| Dec 01, 2016 | A.M. Best Affirms Credit Ratings of Zurich Insurance Company Limited and Its Main Rated Affiliates |
| Oct 02, 2015 | A.M. Best Affirms Ratings and Revises Outlook to Negative for Zurich Insurance Company Limited and Some of Its Rated Affiliates |
| Nov 26, 2014 | A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates |
| Nov 21, 2013 | A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates |
| Nov 27, 2012 | A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates |
| Nov 18, 2011 | A.M. Best Affirms Ratings of Zurich American Insurance Company and Its Affiliates |
| Nov 19, 2010 | A.M. Best Upgrades Ratings of Zurich Insurance Company Limited's U.S. Subsidiaries |
| Dec 17, 2009 | A.M. Best Affirms Ratings of Zurich Financial Services Ltd. and Its Subsidiaries |
| Dec 11, 2008 | A.M. Best Affirms Ratings of Zurich Financial Services; Revises Outlook on Ratings of Zurich Insurance Company to Stable |
| Dec 11, 2007 | A.M. Best Revises Outlook on Ratings of Zurich Insurance Company to Positive; Affirms Ratings of Zurich Financial Services |

1 2 Page size: 10 17 items in 2 pages

**European Union Disclosures**
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Regulatory Affairs - Form NRSRO - Code of Conduct - Rating Methodology - Historical Performance Data

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Client#: 37227 ASPHPAV1

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2017

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<br>J. Byrne Agency, Inc.<br>5200 New Jersey Avenue<br>PO Box 1409<br>Wildwood, NJ 08260 | CONTACT NAME: Joseph J. Meola, CIC, CRM<br>PHONE (A/C, No, Ext): 609 522-3406 FAX (A/C, No): 609 522-2844<br>E-MAIL ADDRESS: jmeola@jbyrneagency.com |
| INSURED<br>Asphalt Paving Systems Inc.<br>500 N. Egg Harbor Road<br>P.O. Box 530<br>Hammonton, NJ 08037 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Zurich American Insurance Co. — 16535<br>INSURER B : American Guarantee & Liability — 26247<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE / X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY / X PRO-JECT / LOC<br>OTHER: | X | | GLO0191406-01 | 04/01/2017 | 04/01/2018 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$100,000<br>$5,000<br>$1,000,000<br>$2,000,000<br>$2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS / SCHEDULED AUTOS<br>X HIRED AUTOS / X NON-OWNED AUTOS | | | BAP0191409-01 | 04/01/2017 | 04/01/2018 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB / X OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION $ | | | AUC0191416-01 | 04/01/2017 | 04/01/2018 | EACH OCCURRENCE<br>AGGREGATE | $10,000,000<br>$10,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC0191407-01 | 04/01/2017 | 04/01/2018 | X PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$500,000<br>$500,000<br>$500,000 |

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

RE: Alternative Paving Projects; It is agreed that Lee County, a political subdivision and Charter County ofthe State of Florida, its agents, employees and public officals, are included as additional insureds with respect to the operations performed by the named insured per Form U-GL-1175-F CW(04/13).

**CERTIFICATE HOLDER**

Lee County Board of
County Commissioners
P.O. Box 398
Fort Myers, FL 33902

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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ALC

# Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|---|---|---|---|---|---|---|
| GLO019140601 | 04/01/2017 | 04/01/2018 | 04/01/2017 | | N/A | N/A |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured**: ASPHALT PAVING SYSTEMS, INC.

**Address (including ZIP Code)**: 500 N. Egg Harbor Road, P.O. Box 530, Hammonton, NJ 08037

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A.** Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

**a.** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**b.** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.



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**C.** The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

**1.** We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

**2.** We receive written notice of a claim or "suit" as soon as practicable; and

**3.** A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D.** For the purposes of the coverage provided by this endorsement:

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

**Primary and Noncontributory insurance**

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

**a.** The additional insured is a Named Insured under such other insurance; and

**b.** You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

**2.** The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E.** This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

**F.** With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

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

**1.** Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.



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# Detail by Entity Name

Foreign Profit Corporation
ASPHALT PAVING SYSTEMS, INC.

**Filing Information**

| | |
|---|---|
| **Document Number** | F09000004816 |
| **FEI/EIN Number** | 22-3787755 |
| **Date Filed** | 12/04/2009 |
| **State** | NJ |
| **Status** | ACTIVE |

**Principal Address**

500 N. EGG HARBOR RD.
HAMMONTON, NJ 08037

**Mailing Address**

P.O. BOX 530
HAMMONTON, NJ 08037

**Registered Agent Name & Address**

Capoferri, Robert, President
9021 Wire Road
Zephyrhills, FL 33540

Name Changed: 03/28/2016

Address Changed: 03/28/2016

**Officer/Director Detail**

**Name & Address**

Title PVPT

CAPOFERRI, ROBERT
2561 AQUA VISTA BOULEVARD
FT LAUDERDALE, FL 33301

Title S

MESSINA, KENNETH G
2555 WEYMOUTH ROAD
HAMMONTON, NJ 08037

Title Assistant Corporate Secretary

Cresswell, Noelle
8241 Shenandoah Run
Wesley Chapel, FL 33544

Title Asst. Treasurer

Plummer, Steven G
P.O. BOX 530
HAMMONTON, NJ 08037

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2016 | 01/30/2016 |
| 2016 | 03/28/2016 |
| 2017 | 01/19/2017 |

**Document Images**

| | |
|---|---|
| 01/19/2017 – ANNUAL REPORT | View image in PDF format |
| 03/28/2016 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 01/30/2016 – ANNUAL REPORT | View image in PDF format |
| 05/11/2015 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 01/21/2015 – ANNUAL REPORT | View image in PDF format |
| 03/24/2014 -- ANNUAL REPORT | View image in PDF format |
| 02/12/2013 -- ANNUAL REPORT | View image in PDF format |
| 02/13/2012 -- ANNUAL REPORT | View image in PDF format |
| 02/25/2011 -- ANNUAL REPORT | View image in PDF format |
| 01/04/2011 -- ANNUAL REPORT | View image in PDF format |
| 02/08/2010 – ANNUAL REPORT | View image in PDF format |
| 12/04/2009 -- Foreign Profit | View image in PDF format |

Florida Department of State, Division of Corporations

# FIRST AMENDMENT OF AGREEMENT FOR ALTERNATIVE PAVING METHODS

THIS FIRST AMENDMENT OF THE AGREEMENT FOR ALTERNATIVE PAVING METHODS made and entered into on this 18 day of October, 2018 by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Asphalt Paving Systems, Inc. ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the purchase of alternative paving methods for Lee County, Contract Number 7804, through Solicitation Number B170265ANB with Vendor on the 5th day of September, 2017 ("Agreement"); and,

WHEREAS, the County has modified its award procedures for the types of services performed under this Agreement and will be utilizing new simplified forms; and,

WHEREAS, the Parties desire to update the Agreement with the correct form terminology pursuant to Article XVII. MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. All uses of the term: "Supplemental Task Authorization" shall be superseded by: "County Project Authorization."
2. All uses of the term: "Change Order" shall be superseded by: "County Project Modification."

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this First Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this 18 day of October, 2018 by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: _____
Mary G. Tucker
Director of Procurement Management, on behalf of the Board of County Commissioners

APPROVED as to Form for the Reliance of Lee County Only

BY: _____
County Attorney's Office

DATED this 9th day of August, 2018 by Asphalt Paving Systems, Inc.

ATTEST:

Kenneth Messina
(Witness) Kenneth Messina, Secretary

BY: _____
Authorized Signature

Robert Capoferri
Authorized Signature Printed Name

President
Authorized Signature Title

CORPORATE SEAL:

Lee County
Southwest Florida

**BOARD OF COUNTY COMMISSIONERS**

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*District One*

Cecil L Pendergrass
*District Two*

Larry Kiker
*District Three*

Brian Hamman
*District Four*

Frank Mann
*District Five*

Roger Desjarlais
*County Manager*

Richard Wm. Wesch
*County Attorney*

Donna Marie Collins
*Hearing Examiner*

August 13, 2019

Mr. Robert Capoferri
Asphalt Paving Systems, Inc.
500 N. Egg Harbor Road
Hammonton, NJ 08037

SUBJECT: Renewal of Annual Contract No. B170265ANB C-7804
Alternative Paving Methods

Dear Mr. Capoferri:

This is to inform you that Lee County agrees to renew the above subject contract for an additional one (1) year period, from 9/5/2019 through 9/4/2020.

We are hereby extending the annual contract for an additional one year period under the same terms and conditions as the original award.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

Kimberly Urban

Kimberly Urban
Contracts Analyst
Procurement Management Division

C: FinanceOnBase@leeclerk.org
Project File

Lee County
Southwest Florida

BOARD OF COUNTY COMMISSIONERS

John E. Manning
*District One*

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Frank Mann
*District Five*

Roger Desjarlais
*County Manager*

Richard Wm. Wesch
*County Attorney*

Donna Marie Collins
*Hearing Examiner*

March 25, 2019

239-533-8871

Mr. Robert Capoferri
Asphalt Paving Systems, Inc.
500 N. Egg Harbor Rd.
Hammonton, NJ 08037

Subject: Renewal of Annual Contract B170265ANB C-7804
Alternative Paving Methods

Dear Mr. Capoferri:

The above-referenced annual contract will expire on September 4, 2019, unless renewed. Lee County is requesting that this annual contract be renewed for an additional one year period (9/5/2019 – 9/4/2020). Therefore, we are requesting that you choose one of the following options and return this letter to Lee County Procurement Management, Attn: Kimberly Urban, P.O. Box 398, Ft. Myers, FL 33902-0398, (Fax: 239-485-8383 or email kurban@leegov.com ), within 15 calendar days from receipt.

X a. I want to continue performing under this annual contract for an additional one year period under the same terms and conditions as agreed upon in the above-referenced quotation.

***As a condition of this renewal, the vendor agrees to provide Lee County with an updated insurance certificate upon expiration of the original certificate on file with the County.***

_____ b. I am not interested in extending this contract for an additional one-year period. Why? _____

**Vendor:**

Signature

Robert Capoferri, President
Title

3/27/19
Date

**Lee County:**

Signature of Authorized Official

Procurement Management Director
Title

8-7-19
Date

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

May 12, 2020
File No. 19-23-5313

City of Cocoa
Public Works Department
155 N. Wilson Avenue
Cocoa, Florida 32922

Attention: Ms. Abigail Morgan

Subject: Pavement Sampling & Emulsion Mix Design Services
Pineda Street Improvements Project
Dixon Boulevard to Peachtree Street
Cocoa, Florida

Dear Ms. Morgan:

As requested, we have completed full-depth reclamation (FDR) mix design testing for the subject project. The purpose of our testing was to provide mix design recommendations based on limited representative field samples. The mix design process described herein was performed in general accordance with the methodology described in the Asphalt Recycling and Reclaiming Association "Basic Asphalt Recycling Manuel", 2001, Chapter 11, Full Depth Reclamation – Mix Design.

We understand that the project specifications for FDR require that the reclaimed base exhibit a minimum of 2,500 lbs. dry stability using a modified Marshall method of stability testing and a minimum retained stability strength of 70% after 24 hours static water saturation.

For this project, we understand that the upper 10 inches of the existing roadways will be pulverized resulting in homogeneous materials distributed through the entire depth. After pulverization, the top 2 inches of material will be removed leaving a final base depth of 8 inches to be mixed with chemical and bituminous stabilizing agents. We understand that no mechanical stabilizing agents are currently planned.

This report documents our field and laboratory program and presents the results of the mix design testing.

## FIELD SAMPLING

On March 4, 2020 Ardaman & Associates obtained 17 pavement core samples from the roadway. At each location, a 6-inch diameter pavement core was drilled through the existing asphalt and base. The top 10 inches of the pavement (including the underlying subgrade soil when the asphalt and base measured less than 10 inches in thickness) were sampled and individually bagged and transported to our laboratory for testing. A summary of the average pavement component thicknesses for each location is attached as Table 1.

At the laboratory, the field samples were spread out on tarps and air dried. Based on visual observations of the samples, it was determined that the pavement components typically consisted of asphaltic concrete and soil cement base. The field samples were combined into a composite sample for mix design testing.

## LABORATORY PROGRAM

Bituminous Stabilizing Agent

For this project we utilized CSS-1H emulsified asphalt as a bituminous stabilizing agent for mix design testing. The density of the emulsion as tested in our laboratory using a mud density balance was 8.45 lb/gal (63.21 pcf) at room temperature.

Material (RAP) Preparation

The combined pavement material was hand-crushed in our laboratory to pass through a ¾-inch sieve in order to simulate field milling. After crushing, the reclaimed asphalt pavement (RAP) samples were combined and a sieve analysis and moisture content determination was performed. The results the sieve analysis is presented on the following table.

| Sample No. | Sieve Analysis (ASTM D-421) | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | 3/4" | 3/8" | No. 4 | No. 10 | No. 20 | No. 40 | No. 60 | No. 100 | No. 140 | No. 200 |
| 1 | 100 | 84.3 | 74.2 | 67.9 | 64.2 | 56.6 | 35.5 | 11.5 | 5.2 | 3.6 |

A modified Proctor (ASTM D 1557) test was performed on each of the composite samples to determine the optimum fluid content (OFC) for mix design verification. The fluid used in the moisture-density test was a combination of 50 percent asphalt emulsion and 50 percent water. The asphalt emulsion appeared to be compatible with the RAP material and in general, "good" particle coating was achieved by hand mixing. As shown on the attached moisture-density relationship Proctors, the results indicate that the maximum dry density and OFC of the material tested was 120.5 pcf and 5.1%. We note that the material tested did not include cement additive and therefore, these results should not be used for field density verification.

Mix Design Procedure

The mix design procedure initially consisted of mixing 3 trial batches using the processed material with cement applied at a spread rate of 2.5% by volume or 18 lbs/yd$^2$ for the mixing depth of 8 inches and varying amounts of asphalt emulsion. Water was added incrementally as required to achieve "good" asphalt emulsion coating.

For each of the 3 trial blends, 6 Marshall pills were molded using a modified version of the Marshall Method. Each Marshall pill was pounded at 50 blows per side and then left to cure in the mold for 24 hours. After 24 hours, the pills were extracted using a hydraulic Marshall pill extractor and then cured for 24 hours in an oven at 140°F. After 24 hours, the pills were cooled to room temperature, the height and mass of each pill was measured and the bulk specific gravity (SSD method) was determined. Three of the pills were tested in the Marshall press and the corresponding stability (lbs) values were recorded. The remaining three pills were submerged in room temperature water for 24 hours. The saturated pills were then tested in the Marshall press. The corresponding stability values obtained were recorded and then compared to the unsaturated pills to determine the stability loss.

The results of the dry stability and saturated stability testing are presented in the following table.

| Mix Design Trial No. | Emulsion (Percent by Volume) | Portland Cement (Percent by Volume) | Average Density (lbs./ft$^3$) | Average Dry Stability (lbs.) | Average Saturated Stability (lbs.) | Retained Stability (%) |
|---|---|---|---|---|---|---|
| 1 | 1.75 | 2.5 | 119.9 | 6,111 | 5,150 | 84 |
| 2 | 2.35 | 2.5 | 120.0 | 7,134 | 5,602 | 79 |
| 3 | 2.52 | 2.5 | 119.3 | 6,772 | 5,775 | 87 |

## RECOMMENDATIONS

Based on the final base mixing depth of 8 inches and the results of our laboratory test program, we recommend using CSS-1H emulsion at a spread rate of 2.0 gallons/square yard (2.3% by volume) and Portland cement at a spread rate of 18 lbs./square yard (2.5% by volume).

It should be recognized that the mix design process cannot definitively model what will happen in the field at the time of construction. Therefore, the mix design testing represents the best possible starting point, but field adjustments must be expected. Considering the materials tested, the following mix proportions are suggested as a starting point for the materials tested:

- Material Gradation – The material should be reclaimed so that the particle distribution is in general accordance with the mix design. However, 100 percent of the particles should pass through the 1½ sieve and no more than 20% pass through the No. 200 sieve.
- Bituminous Stabilizing Agent – The mix design coating process indicated that CSS-1H is compatible with the existing pavement materials. From a coating perspective, we recommend that the minimum spread rate be 2.0 gal/yd$^2$.
- Chemical Stabilizing Agent – The presence of soil cement base indicates that the pavement may be susceptible to periodic or prolonged saturation. The minimum cement spread rate tested was 18 lbs/yd$^2$.
- Water Content – Water should be adjusted as needed in the field to maintain good asphalt emulsion coating. The mix design process indicates that the optimum fluid content is approximately 5% before adding cement. Prior to injecting the asphalt emulsion and Portland cement, the moisture content of the RAP should be on the order of 8 to 10% to fully hydrate the cement.

We note that our results are based on the materials tested. Our recommendations do not reflect any variations that may occur in the materials that are actually present. An inspection and QA/QC plan should be implemented during construction to verify treatment depth, gradation, stabilizing agent application rate, moisture content, uniformity, compaction and smoothness.

We are pleased to be of service to you on this project. If you should have any questions concerning this report, please contact us.

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




Jason M. Parker, P.E.
Managing Engineer, Orlando Construction Services
Florida License No. 65928

Attachments: Table 1 – Pavement Core Data
Moisture Density Relationship Proctor No. 1

## ARDAMAN & ASSOCIATES - PAVEMENT EVALUATION AND CONDITION DATA FORM

Cored By: Tom Taylor Date: 3/4/20 

| |
|---|
| Project Name: Pineda Street Improvements Project |
| From: Dixon Boulevard |
| To: Peachtree Street |

| Core No. | Location | Asphalt Core Thickness (in.) | Base | | Stabilized Subbase |
|---|---|---|---|---|---|
| | | | Thickness (in.) | Type * | Thickness (in.) |
| C-1 | 30 ft North of Fern Avenue, Southbound Lane | 2 | 6 | S | N/A |
| C-2 | 35 ft North of Fern Avenue, Southbound Lane | 1⅞ | 6¼ | S | N/A |
| C-3 | 40 ft North of Fern Avenue, Southbound Lane | 2⅛ | 6¼ | S | N/A |
| C-4 | 45 ft North of Fern Avenue, Southbound Lane | 2 | 6 | S | N/A |
| C-5 | 50 ft North of Fern Avenue, Southbound Lane | 1⅞ | 6½ | S | N/A |
| C-6 | 55 ft North of Fern Avenue, Southbound Lane | 1⅞ | 6¼ | S | N/A |
| C-7 | 220 ft North of Hendry Avenue, Northbound Lane | 2¼ | 6 | S | N/A |
| C-8 | 225 ft North of Hendry Avenue, Northbound Lane | 2 | 6½ | S | N/A |
| C-9 | 230 ft North of Hendry Avenue, Northbound Lane | 2⅛ | 6⅛ | S | N/A |

* Base Types: L = Limerock; C = Coquina; S = Soil Cement; O = Other

Remarks:

## ARDAMAN & ASSOCIATES - PAVEMENT EVALUATION AND CONDITION DATA FORM

Cored By: Tom Taylor Date: 3/4/20 

| |
|---|
| Project Name: Pineda Street Improvements Project |
| From: Dixon Boulevard |
| To: Peachtree Street |

| Core No. | Location | Asphalt Core Thickness (in.) | Base | | Stabilized Subbase |
|---|---|---|---|---|---|
| | | | Thickness (in.) | Type * | Thickness (in.) |
| C-10 | 235 ft North of Hendry Avenue, Northbound Lane | 2⅛ | 6 | S | N/A |
| C-11 | 240 ft North of Hendry Avenue, Northbound Lane | 2 | 6⅛ | S | N/A |
| C-12 | 245 ft North of Hendry Avenue, Northbound Lane | 2 | 6¼ | S | N/A |
| C-13 | 100 ft North of Myrtle Lane, Southbound Lane | 1⅝ | 5½ | S | N/A |
| C-14 | 105 ft North of Myrtle Lane, Southbound Lane | 1¾ | 5¾ | S | N/A |
| C-15 | 110 ft North of Myrtle Lane, Southbound Lane | 1¾ | 5¾ | S | N/A |
| C-16 | 115 ft North of Myrtle Lane, Southbound Lane | 1⅝ | 5⅝ | S | N/A |
| C-17 | 120 ft North of Myrtle Lane, Southbound Lane | 1⅝ | 5¾ | S | N/A |
| * Base Types: L = Limerock; C = Coquina; S = Soil Cement; O = Other | | | | | |

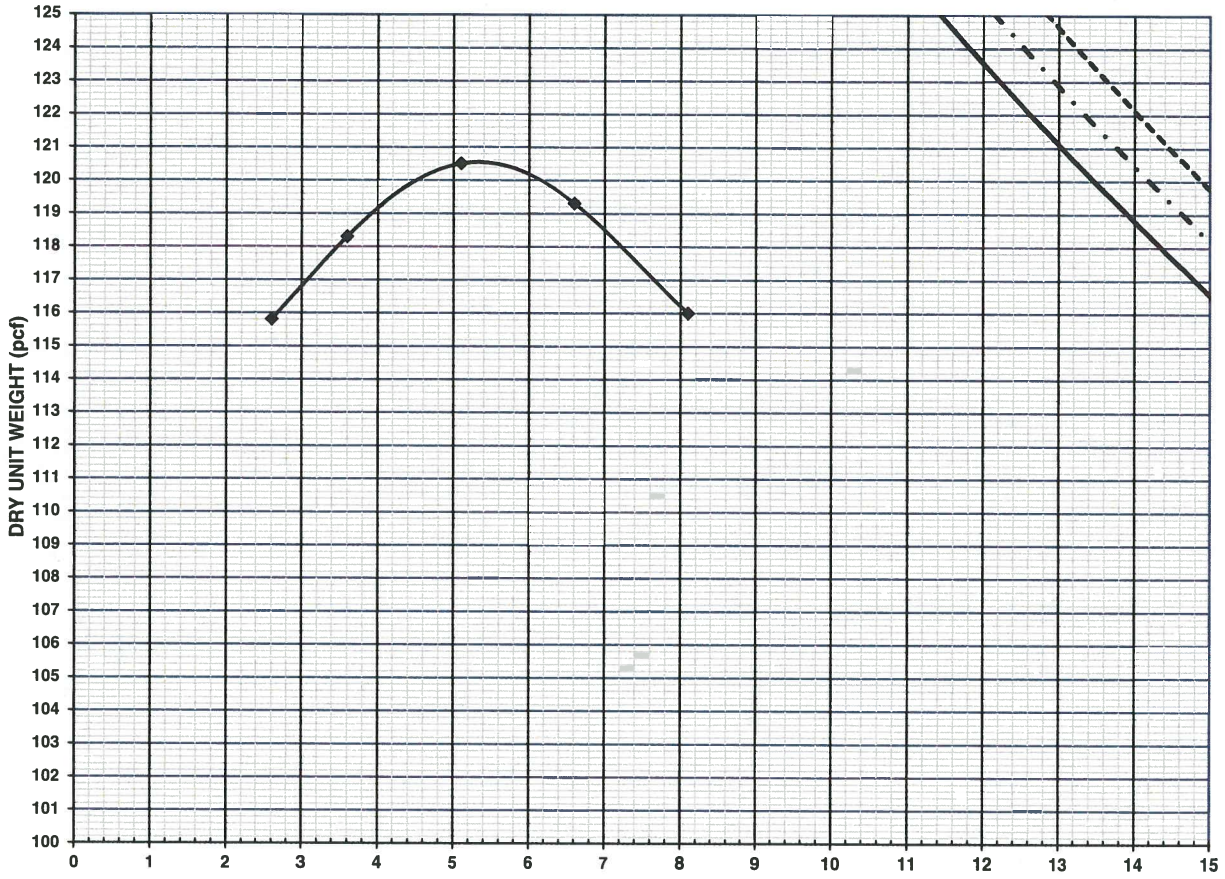
| |
|---|
| Remarks: |

**Ardaman & Associates, Inc.**
Florida Certificate of Authorization No. 00005950

Ardaman & Associates, Inc.
8008 South Orange Avenue
Orlando, Florida 32809
Phone (407) 855-3860
FAX (407) 859-7023

# REPORT OF MOISTURE-DENSITY RELATIONSHIP

| | | | |
|---|---|---|---|
| **Project Name:** | Pavement Exploration Services Pineda St. | **Date Sampled:** | 4/17/20 |
| **Project Location:** | Cocoa, FL | **Sampled By:** | Client |
| **File Number:** | 19-23-5313 | **Date Tested:** | 4/20/20 |
| **Client Name:** | City of Cocoa Public Works Department | **Tested By:** | DS |




| TEST RESULTS | | |
|---|---|---|
| Maximum Dry Density (pcf) | Optimum Moisture Content (%) | Fines Passing #200 Sieve (%) |
| 120.5 | 5.1 | N/A |

Curves of 100% Saturation for Specific Gravity Equal to:
- 2.60
- 2.65
- 2.70

| | |
|---|---|
| **SAMPLE NUMBER:** | MP-1 |
| **TEST METHOD:** | ASTM D-1557 |
| **SAMPLE DESCRIPTION:** | FDR Base |
| **SAMPLE LOCATION:** | On site |

Our letters and reports are for the exclusive use of the client to whom they are addressed and shall not be reproduced except in full without the approval of the testing laboratory. The use of our name must receive our written approval. Our letters and reports apply only to the sample tested and.or inspected, and are not indicative of the quantities of apparently indentical or similar products.

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants



City of Cocoa
Public Works Department
155 N. Wilson Avenue
Cocoa, Florida 32922

Attention: Ms. Abigail Diaz

Subject: Pavement Exploration Services
Pineda Street
Cocoa, Florida
**Purchase Order No. 75803**

Dear Ms. Diaz:

As requested, an Ardaman & Associates representative was present at the project site on January 3, 2020, to perform pavement exploration services. The purpose of the exploration was to collect existing pavement section data, soil stratigraphy data, and groundwater level data at the project site. This report documents our findings and presents our engineering conclusions.

## FIELD EXPLORATION PROGRAM AND FINDINGS

### Pavement Cores

Using a portable coring machine fitted with a 4-inch diameter core barrel, Ardaman's technician cored the asphaltic concrete pavement at five locations within the existing pavement lanes of Pineda Street, between Peachtree Street on the south end and Dixon Boulevard on the north end, in Cocoa, Florida. Cores C-1, C-3, and C-5 were performed in the southbound lane of Pineda Street. Cores C-2 and C-4 were performed in the northbound lane of Pineda Street. At each location, the asphalt pavement and encountered base material were cored, removed from the pavement section, measured, packaged, and returned to our laboratory for further observations. Upon completion of the coring, a hand auger boring was drilled through the open corehole and extended 3 feet below the top of pavement. Upon completion of the coring and hand augering, each of the asphaltic concrete coreholes were filled with cold patch asphalt.

### Test Locations

The approximate locations of the pavement cores are schematically illustrated on an aerial photograph plan shown on Figure 1. These locations were determined in the field by estimating distances from existing site features and should be considered accurate only to the degree implied by the method of measurement used.

## GENERAL SUBSURFACE CONDITIONS

### General Pavement Profile

The encountered pavement profiles at the core locations are summarized in the following table.

We note that the pavement base at Cores C-1 through C-5 appeared to be soil cement. Based on our findings, the soil cement base encountered at the core locations appeared to be poorly cemented, crumbling under relatively light hand pressure.

The subgrade soil encountered beneath the apparent base to a depth of 3 feet was fine sand (Unified Soil Classification SP) and fine sand with silt (SP-SM). This soil profile is described in general terms only. Please refer to the Core/Boring Profiles included as Figure 2 for profile details.

| Location | Asphaltic Concrete Thickness (inches) | Base | |
|---|---|---|---|
| | | Thickness (inches) | Apparent Type |
| C-1 | 1⅝ | 5⅜ | Soil Cement |
| C-2 | 1¼ | 6 | Soil Cement |
| C-3 | 2 | 6½ | Soil Cement |
| C-4 | 2 | 6½ | Soil Cement |
| C-5 | 2 | 6 | Soil Cement |

**Groundwater Level**

The groundwater level was measured in the boreholes on the day drilled. As shown in Appendix II, the groundwater level was encountered in the borings at depths ranging from approximately 2.3 to 2.9 feet below ground surface on the date drilled. Fluctuations in groundwater levels should be anticipated throughout the year primarily due to seasonal variations in rainfall and other factors that may vary from the time the borings were conducted.

The absence of groundwater data at some of the core/boring locations indicates that groundwater was not encountered within the vertical reach of the borings on the dates drilled. However, this does not necessarily mean that groundwater would not be encountered at some other time.

## CLOSURE

The conclusions submitted herein are based upon the data obtained from the pavement cores/soil borings presented on Figures 1 and 2. This report does not reflect any variations which may occur adjacent to or beyond the pavement cores/soil borings. The nature and extent of the variations adjacent to or beyond the pavement cores/soil borings may not become evident until during additional exploration or construction.

This report has been prepared for the exclusive use of the City of Cocoa in accordance with generally accepted geotechnical engineering practices. No other warranty, expressed or implied, is made. It is noted that this report does not include an evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface.

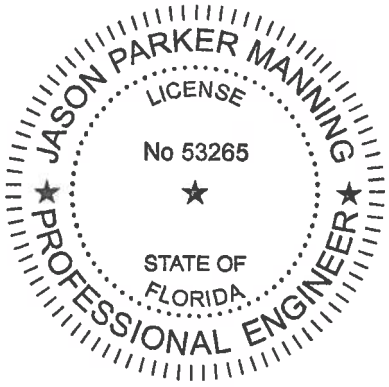
We are pleased to be of service to you on this phase of the project. Should you have any questions concerning this report or the site, please contact us.

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

Dustin M. Cone
Assistant Project Engineer

Jason P. Manning, P.E.
1/9/20 Branch Manager
Florida License No. 53265

Attachments: Figure 1 – Core/Boring Location Plan
Figure 2 – Core/Boring Profiles






LEGEND

C CORE/AUGER BORING LOCATION

N

0 100 200

SCALE: — 1"=200'

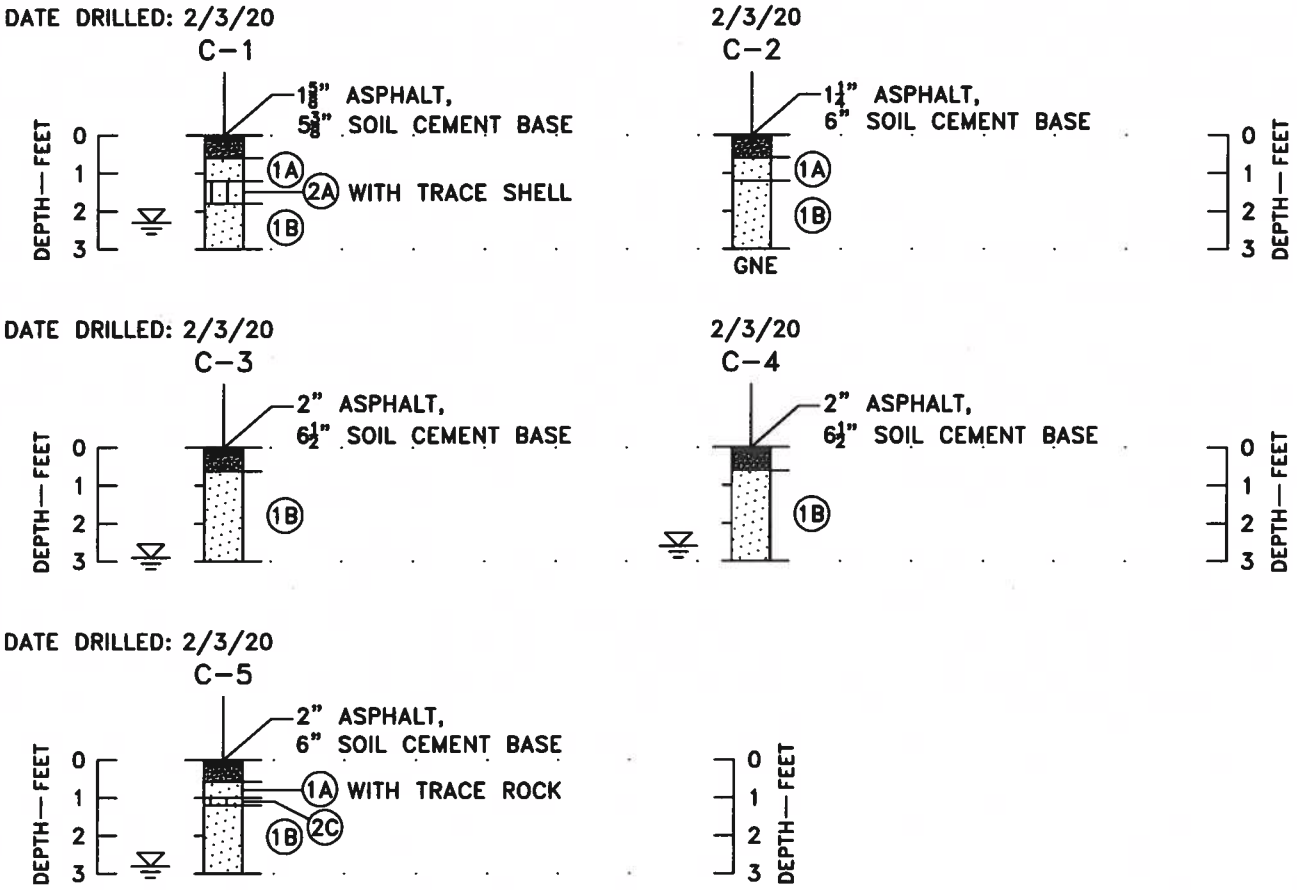
# CORE/BORING LOCATION PLAN

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PAVEMENT EXPLORATION SERVICES
PINEDA STREET
MELBOURNE, FLORIDA

| DRAWN BY: TT | CHECKED BY: | DATE: 1/8/20 |
|---|---|---|
| FILE NO. 19-5313 | APPROVED BY: | FIGURE: 1 |

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## LEGEND

### SOIL DESCRIPTIONS

(1) FINE SAND (SP)

(2) FINE SAND WITH SILT (SP-SM)

### COLORS

(A) LIGHT BROWN TO BROWN

(B) LIGHT GRAY TO GRAY

(C) DARK GRAY OR DARK BROWN

C PAVEMENT CORE/SOIL BORING

GNE GROUNDWATER NOT ENCOUNTERED ON DATE DRILLED

GROUNDWATER LEVEL MEASURED ON DATE DRILLED

SP,SP-SM
SM,SC,CH — UNIFIED SOIL CLASSIFICATION SYSTEM

WHILE THE BORINGS ARE REPRESENTATIVE OF SUBSURFACE CONDITIONS AT THEIR RESPECTIVE LOCATIONS AND FOR THEIR RESPECTIVE VERTICAL REACHES, LOCAL VARIATIONS CHARACTERISTIC OF THE SUBSURFACE MATERIALS OF THE REGION ARE ANTICIPATED AND MAY BE ENCOUNTERED. THE BORING LOGS AND RELATED INFORMATION ARE BASED ON THE DRILLER'S LOGS AND VISUAL EXAMINATION OF SELECTED SAMPLES IN THE LABORATORY. THE DELINEATION BETWEEN SOIL TYPES SHOWN ON THE LOGS IS APPROXIMATE AND THE DESCRIPTION REPRESENTS OUR INTERPRETATION OF SUBSURFACE CONDITIONS AT THE DESIGNATED BORING LOCATIONS ON THE PARTICULAR DATE DRILLED.

GROUNDWATER ELEVATIONS SHOWN ON THE BORING LOGS REPRESENT GROUNDWATER SURFACES ENCOUNTERED ON THE DATES SHOWN. FLUCTUATIONS IN WATER TABLE LEVELS SHOULD BE ANTICIPATED THROUGHOUT THE YEAR. ABSENCE OF WATER SURFACE DATA ON CERTAIN BORINGS IMPLIES THAT NO GROUNDWATER DATA IS AVAILABLE, BUT DOES NOT NECESSARILY MEAN THAT GROUNDWATER WILL NOT BE ENCOUNTERED AT THESE LOCATIONS OR WITHIN THE VERTICAL REACHES OF THESE BORINGS IN THE FUTURE.

# CORE/BORING SOIL PROFILES

Ardaman & Associates, Inc.
Geotechnical, Environmental and Materials Consultants

PAVEMENT EXPLORATION SERVICES
PINEDA STREET
MELBOURNE, FLORIDA

| DRAWN BY: TAT | CHECKED BY: | DATE: 1/8/20 |
|---|---|---|
| FILE NO. 19-5313 | APPROVED BY: | FIGURE: 2 |

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DATE: 5/15/2020

TO: **Abigail Morgan- Assistant City Engineer**
**City of Cocoa Public Works**
**155 N. Wilson Ave**
**Cocoa, FL 32922**
**(321)-433-8910**

FROM: Asphalt Paving Systems, Inc.
Kris Shane - East Coast Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-480-1865

RE: Project proposal
**Pineda St**
**Full Depth Reclamation 8"- Remove 1.5" for HMA**

| Product | Description | Units | Quantity | Unit Price | Total Price |
|---|---|---|---|---|---|
| | **Lee County Contract- Alternative Paving Methods- Bid #- B170265/ANB** | | | | |
| | | | | | |
| APM-006 | Full Depth Reclamation/ 9-12 (8 inches) | SY | 14,107.00 | $ 7.50 | $ 105,802.50 |
| APM-006a | CEMENT (18lbs/SY) | Ton | 127.00 | $ 155.00 | $ 19,685.00 |
| APM-006b | ASPHALT EMULSION (2 Gal/SY) | Gal | 28,214.00 | $ 2.55 | $ 71,945.70 |
| 327-1 | Milling of existing asphalt (2"+/-) | SY | 14,107.00 | $ 3.50 | $ 49,374.50 |
| | **Remove 1.5" FDR material to make room for HMA** | | | | |
| | | | | | |
| 101-1 | Mobilization | 4% | 1.00 | $ 9,872.31 | $ 9,872.31 |
| 102-1 | Maintenance Of Traffic | 4% | 1.00 | $ 9,872.31 | $ 9,872.31 |
| | | | | | |
| | **Quantities supplied by City** | | | | |
| | **Mix Design Supplied by City** | | | | |
| | **Main Line only-no set backs** | | | | |
| | **Paving Contractor is responsible for installing SOD along EOP** | | | | |
| | **FDR Base will need to be signed off on by paving contractor before asphalt overlay is installed** | | | | |
| | | | | Total | $ 266,552.32 |

Respectfully Submitted,

Kristoffer D. Shane

*Asphalt Paving Systems, Inc.*
Zephyrhills, Florida
c: 813-480-1865
e: k.shaneaps@gmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

# Project Street list

| ITEM | STREET NAME | FROM | TO | LENGTH | WIDTH | TOTAL UNITS | UNIT PRICE | Total |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |
| | | | | | | | | |
| | **Pineda St** | Peachtree St | Dixon Blvd | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | 0.00 | | 0 | Total | $0.00 |

Asphalt Paving Systems, Inc.
Kris Shane - East Coast Florida Rep
Zephyrhills, FL 33540
Ph: 813-892-0056

**RESOLUTION NO. 2020-167**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE CHANGE ORDERS TO THE PRIMARY CONSTRUCTION CONTRACT AND ANY ADDITIONAL SERVICE CONTRACTS RELATED TO THE COMPLETION OF THE PINEDA STREET REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT BUDGETED FOR THE PROJECT BY THE CITY COUNCIL INCLUSIVE OF $26,655.32 CONTINGENCY SET ASIDE FOR THE PROJECT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** Section 2-4 of the City Code provides that with respect to construction contracts approved by the City Council, the City Council may authorize by resolution the City Manager to approve change orders to the primary construction contract and any additional service contracts related to the completion of the construction project authorized by the City Council in excess of the spending authority limits under this section provided the amount is within the unexpended construction budget approved by the City Council for the project including any contingency funds approved by the City Council for said contract; and

**WHEREAS,** The City Council deems it to be in the best interest of the City of Cocoa to authorize the City Manager to approve the aforementioned change orders and any additional service contracts consistent with the terms of this Resolution and Section 2-4 of the City Code even if said amounts exceed the City Manager's general spending authority approved by the City Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA,** as follows:

**SECTION 1.**

(A). Pursuant to Section 2-4 of the City Code, the City Manager is hereby authorized to approve any change orders to the primary construction contract and any additional service contracts related to the Pineda Street Rehabilitation project provided the total amount of approved change orders and any additional service contracts do not cause the total construction budget to exceed $293,302.55 budgeted by the City Council for the Project inclusive of the $26,655.23 contingency amount set aside for the project. This grant of spending authority shall be interpreted and construed in accordance with the provisions of Section 2-4 of the City Code.

(B). Pursuant to Section 2-4 of the City Code, the City Manager shall also provide notice of any such approved change orders and any additional service contracts to the City Council in the form of an agenda item at the next scheduled City Council meeting or as soon as practicable thereafter.

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of June, 2020.

_____
Jake Williams, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-291 | **Version:** | 1 | **Name:** | |
| **Type:** | Resolution | | | **Status:** | Consent Agenda |
| **File created:** | 5/19/2020 | | | **In control:** | City Council |
| **On agenda:** | 6/10/2020 | | | **Final action:** | |
| **Title:** | Approve a Resolution Amending the FY20 Budget, BAF# 20-076-T, to Reallocate Funds from the Streets Division, to the COVID-19 account for Contract Mowing. Approve the Addendum to the Mowing Contract with U.S. Lawns, to include the areas previously attended to by the Inmate Squad, and Approve the Change Order to the Original Purchase Order # 75634 not to exceed $46,410. (Public Works Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Budget Resolution FY 2020.pdf<br>US Lawns 1 Year Renewal.pdf<br>City of Cocoa Covid-19 final 7 cut Maintenance Proposal.pdf<br>BAF 20-076-T -PW-Contract Mowing (6-10-20) Agenda 20-291.pdf<br>PW-20-CSA-US LAWNS-001-00.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: May 19, 2020
Agenda Date: June 10, 2020
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve a Resolution Amending the FY20 Budget, BAF# 20-076-T, to Reallocate Funds from the Streets Division, to the COVID-19 account for Contract Mowing. Approve the Addendum to the Mowing Contract with U.S. Lawns, to include the areas previously attended to by the Inmate Squad, and Approve the Change Order to the Original Purchase Order # 75634 not to exceed $46,410.

## BACKGROUND:

Public Works is tasked with mowing and maintenance of various landscapes, medians, and rights of way throughout the City Limits. The City has partnered with the Florida Department of Corrections to utilize an inmate work squad to effectively and efficiently maintain these areas in the past. Due to the current COVID-19 emergency, the City's work squad has been placed on an indefinite hold. Unfortunately, the maintenance of these areas cannot be paused or also placed on hold. Public Works proposes that we expand and amend the use of our current Contract Mowing vendor, U.S. Lawns, to incorporate these areas previously maintained by the inmate work squad into the current mowing contract. This contract will run until the end of the budget year.

Should the inmate work squad become available again during the term of this contract; the inmate work squad will be deployed to the areas with the most need in an effort to beautify the City in these uncertain times.

## STRATEGIC PLAN CONNECTION:

Contract mowing provides for effective and efficient mowing and maintenance of the city right of ways and other landscaping needs as necessary. This allows city staff to put their skills to better use in more specialized work throughout the city

## BUDGETARY IMPACT:

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

BAF# 20-076-T

| | |
|---|---|
| Amount Requested | ($32,036) |
| Account Number | 001-3510-541.46-00 |
| Account Name | Repair & Maintenance |
| Amount Requested | ($14,374) |
| Account Number | 001-3520-572.34-00 |
| Account Name | Contract Services |

| | |
|---|---|
| Amount Requested | $46,410.00 |
| Account Number | 001-1601-525.34-00 (CORV19) |
| Account Name | Emergency Disaster Services |

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

Change Order Amount $ 46,409.58

Original Purchase Order 75634
Original P.O. Amount $ 19,550

For this Agenda Item note Prior Change Order Information:

Total number of change orders to date 2
Total amount in change orders to date $ 38,860

## PREVIOUS ACTION:

Council approved Item VI.15 at the November 13, 2019 meeting for the contract extension for U.S. Lawns for contract mowing.

## RECOMMENDED MOTION:

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

# RESOLUTION NO. 2020-165

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; and

**WHEREAS,** in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

**WHEREAS,** the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA,** as follows:

**SECTION 1.** The 2019-2020 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of June, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

City of Cocoa

Contract Extension Agreement

**BID NO. B-19-05-COC**

**Mowing & Maintenance of City Areas**

This contract extension agreement dated: October 1, 2019 (Effective Date)

BETWEEN: City of Cocoa
65 Stone Street
Cocoa, Florida 32922

AND: US Lawns of Brevard
374 Commerce Pkwy
Rockledge, Florida 32955

WHEREAS the Parties hereby agree to extend the term of the original bid document in accordance with the terms of the Original Contract as well as the terms provided herein.

WHEREAS said extension Agreement expired on September 30, 2019 and since both parties have agreed the **first** of two optional extensions may be granted hence after Contractor made necessary corrective action to improve services and performance as noted by the Client, and thereby is warranted first extension effective October 1, 2019 through September 30, 2020.

The extension shall be at the same rates, terms and conditions as contained in the original Agreement. The parties hereto duly execute this extension to become effective as of the date and year first above written.

| **US LAWNS OF BREVARD** |
|---|
| By: Brandon Silverstein |
| Title: President |
| Signature: |
| Date: 11-8-19 |

| **CITY OF COCOA** |
|---|
| By: John A. Titkanich |
| Title: City Manager |
| Signature: |
| Date: 11/13/2019 |

CC: Carie Shealy, City Clerk
Kennethray Terrell, Public Works Grounds Supervisor
Heath Hancher, Purchasing & Contracting Manager

June 5, 2020

Dear Members of the Board,

On behalf of US Lawns of Brevard, we appreciate the opportunity to present an annual *comprehensive landscape maintenance program.*

We have measured and evaluated your property and determined that this enclosed annual maintenance proposal will provide your property with the quality care it needs.

U.S. Lawns of Brevard is a locally owned professional service. We strive to give quality care to our clients by providing:

* **THOROUGH** and **METICULOUS** property maintenance
* **A *Drug-free* TRAINED AND UNIFORMED** service staff
* **FULL INSURANCE** coverage on our employees while on your property
* **REGULAR SITE INSPECTIONS** with property representatives
* **PROMPT RESPONSE** to your needs and concerns
* An agreement **TAILORED** to your specifications, outlining our service and pricing
* Compliance with all **STATE AND FEDERAL** laws
* Compliance with all **OSHA** standards
* ***FLORIDA GREEN INDUSTRIES*** *certified*

We feel confident that, given the opportunity, we will meet your expectations. If you have any questions regarding the following proposal, please do not hesitate to call.

Sincerely,

Shawn Choron
US Lawns of Brevard
321-636-0655 Office
321-806-3957 Fax
321-302-9794 Mobile

Initials _____




*at*

# City of Cocoa 7 Cuts During Covid-19

*Prepared by*

**Shawn Choron**
**US Lawns of Brevard**
**321-636-0655 Office**
**321-806-3957 Fax**
**321-302-9794 Mobile**

The U.S. Lawns *comprehensive landscape maintenance* program consists of the following services.

1. The mowing of all turf areas throughout the property once every seven days in the heavy growing season and every fourteen days in the dormant season. A total of 7 services.

    a. Litter removal in the turf and bed areas shall be performed during each maintenance visit. This excludes leaf fall pickup, insect damage, and excess leaves from drought conditions from parking areas, sidewalks, pools, etc. Any excess litter or debris will be brought to the attention of the Client and may result in an additional charge for removal.

2. The edging of all walk and curb areas in concurrence with each mowing.

3. The edging of all plant beds in concurrence with every other mowing or as inspection requires.

4. The weeding of all plant beds as often as plant health and the highest level of order requires.

5. The trimming of tree canopies to maintain a clearance height of eight (8) feet. Excludes limbs larger than two (2) inches in diameter.

6. The shearing of qualifying shrubs and hedges once per month to maintain desired shape and appearance.

7. The power clipping of grass areas inaccessible to our mowing machinery.

8. The air blowing of all walks and paved areas littered in the maintenance process.

9. U.S. Lawns assumes responsibility for any and all damage, including irrigation components, which occur as a result of the maintenance process.

10. If mulch and palms are included in the contract we will not schedule until you are at least 6 months into the contract terms and at our earliest convenience.

11. If mulch and palms are included in the contract we ask that they are not scheduled until you are at least 6 months into the contract.

## ADDITIONAL SERVICES ADDED BY THE CITY OF COCOA ARE LISTED BELOW WITH PRICING

| | | | |
|---|---|---|---|
| ***US Lawns Price Per Cut for additional City of Cocoa Properties*** | | | ***6/5/2020*** |
| Dixon Blvd – Right of Way | Indian River Drive | Clearlake Rd. | $675.00 per service |
| Forrest Ave – Right of Way | U.S. 1 | S.R. 520 | $350.00 per service |
| Cocoa North | London Blvd & North Rd. | Nottingham & City limits | $740.00 per service |
| Cocoa Conservation Area | Entrance with ponds | Pavilion | $940.00 per service |
| Blake Ave – Right of Way | S.R. 520 | Rosa Jones Drive | $270.00 per service |
| Historic Moore Center | 307 Blake Avenue | | $125.00 per service |
| Rosa Jones Drive North side only | U.S. 1 | South Fiske Blvd | $200.00 per service |
| S. Fiske Blvd – Right of Way | Rosa Jones Drive | S.R. 520 | $270.00 per service |
| Stone Street – Right of Way | Fiske Blvd | Railroad Tracks | $270.00 per service |
| Pineda Street – Right of Way | Dixon Blvd | School St. & Hendry St | $400.00 per service |
| fiske – Right of Way | Rosa Jones City Limits | To HWY 520 | $270.00 per service |
| Jackson St – Right of Way | Varr Ave | Abby Lane City Limits | $120.00 per service |
| Jackson St – Easement | Jackson St. | Rosa Jones Drive | $250.00 per service |
| Clearlake Road – Right of Way | Dixon Blvd | S.R. 524 / Industry Road | $270.00 per service |
| 15 Residential Lots | City Limits | City Limits | $810.00 per service |
| U.S. 1 – Right of Way | Rosa Jones Limits to | Highpoint dr. limits | $669.94 per service |
| | | | |
| | | | |
| | | | |
| | | | |
| | ***Total Per Service*** | | ***$6,629.94 per service*** |
| | ***Total for 7 Services*** | | ***$46,409.58 Total*** |

***Payment Terms***

**U.S. Lawns of Brevard** agrees to maintain **City of Cocoa Requested Properties** in the manner prescribed, for a total annual amount of (**$46,409.58**)**,** payable in 3 monthly installments of **($15,469.86)** due on the first day of the month following the month of service. A service charge of 11/2% per month will be added to all balances not paid within 30 days of invoice. This represents an annual rate of 18%.

This annual agreement shall commence on _____ and renew annually on the anniversary date. The parties agree that either party may terminate this agreement with cause upon 30 days written notice to the other party. Upon termination of this contract, all prorated monies for services and hours that have already been rendered shall become immediately due and payable. Should it become necessary for U.S. Lawns to pursue collections of outstanding amounts due, Client agrees to pay attorney fees, court costs, interest, and all expenses incurred in said collection efforts.

For the convenience of the Client only, the monthly charge under this Agreement is the sum of the total charge for all work performed under the Agreement divided by the number of calendar months included in the payment period of the Agreement. In the event this Agreement is terminated early by either party, U.S. Lawns is entitled to recover their unrecovered costs incurred through termination, including a reasonable amount of overhead and profit, and any amount in excess of the monthly charges paid by the Client through the date of the termination. Substantial portions of the work for the year may be performed in the heavy growing months of each year of the Agreement including potentially significant mobilization costs in start-up.

***TERMINATION***

This agreement may be terminated by the Client for non-performance of U.S. Lawns upon thirty (30) days written notice. U.S. Lawns shall be entitled to cure any deficiencies of performance within ten (10) business days of being notified of deficiencies. If U.S. Lawns corrects the deficiency identified in the written notice within ten (10) business days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected within ten (10) business days and U.S. Lawns commences a good faith effort to correct the deficiency within ten (10) business days of receipt of notice, the grounds for termination shall be deemed cured. If U.S. Lawns fails to correct any deficiencies or remedy good faith effort for the items listed in the termination notice, the Agreement shall be terminated thirty (30) days from the date U.S. Lawns receives the original termination notice. In the event the Client fails to make payments as set forth in this Agreement, U.S. Lawns is entitled to discontinue services.

**LIABILITY** - U.S. Lawns is not responsible for the condition of the landscape due to drought, freeze, irrigation deficiencies, storm damage, other acts of God, or regulations imposed by governing authorities. U.S. Lawns assumes no liability for damages or consequential damages caused by conditions beyond our control. It is understood and agreed that U.S. Lawns is not liable for any damage that is not caused by the negligence of U.S. Lawns, its agents or employees. U.S. Lawns shall be notified and have the option to inspect any damage assumed to have been caused by them to any persons or property prior to any repairs being completed. If any repairs occur prior to such notification and/or inspection, U.S. Lawns will not be responsible to reimburse Client for any costs associated.

| | |
|---|---|
| Respectfully submitted by:<br>U.S. Lawns of Brevard | Approved and accepted for:<br>**City of Cocoa Requested Properties** |
| _____<br>Brandon Silverstein | By:_____<br>Board Representative/ Property Manager |
| Date:_____ | Date: _____ |

**Contract Irrigation Specifications**

If your maintenance agreement includes irrigation maintenance, the following services shall be performed:

1. A complete audit of the irrigation system will be performed 12 times per year to check system efficiency, coverage, operational limitations and/or operational status.
   - A report, along with a proposal for correction of any deficiencies, will be submitted.
2. During each contract irrigation check, a technician will activate the system and observe for proper coverage and system operation, included in contract
   - Any needed adjustments to coverage, and any damage caused by U.S. Lawns personnel will be performed at that time.
3. If US Lawns is called to the property to repair damage caused by U.S. Lawns service personnel between inspections, this will be performed at no additional cost to the customer.
   - All technicians will report to your management representative when available or a report will be sent for each visit.
4. If US Lawns is called to your property for inspections or repairs of items not caused by U.S. Lawns service personnel (i.e. underground leaks, traffic damage, vandalism, power outages or component or control failures) or, if these items are found during an inspection, property management will be responsible for the cost of materials and labor provided by U.S. Lawns for repairs at a billable rate of **$70.00** per hr.
   - There will be a service charge for service calls when no problem is found to exist.
5. Please note that most irrigation systems were designed and built to maintain the original landscape. Alterations to landscape frequently require modifications to the irrigation system.
   - Property management will be responsible for the cost of materials and labor for such modifications.
6. Sufficient water must be available on a timely basis to prevent drought damage to turf grass, shrubs, trees, and flowers. Deficiencies arising from any of the following conditions are grounds to terminate the expressed or implied warranty on plants:
   - Water bans issued by governing bodies
   - Failure of irrigation systems beyond U.S. Lawns' control
   - Failure of Client to maintain irrigation system in effective working condition
   - Refusal to irrigate for needs of plants
   - Power failures beyond U.S. Lawns control
   - Unavailability of sufficient and suitable water for irrigation of any reason

**ACCEPTANCE OF IRRIGATION ADDENDUM**

*Condition of acceptance*. The amount of **$100.00** has been entered as the said "Dollar Amount" not to be exceeded for monthly Irrigation repairs without written permission. The above prices, specifications, and conditions are hereby accepted. Payment will be made as outlined above.

Respectfully submitted by:
U.S. LAWNS OF Brevard

_____
Brandon Silverstein

Date: _____

Approved and accepted for:
PROPERTY Representative

By: _____
Board Representative/ Property Manager

Date: _____

Initials _____

## FERTILIZATION

The fertilization of all accessible turf areas, trees, shrubs and ornamentals with the proper blend of commercial fertilizer. Fertilization shall be applied as follows:

Turf areas – **(0)** times per year
Shrubs and Ornamentals – **(0)** times per year

### PEST MANAGEMENT AND WEED CONTROL

1. The application of insect control products to the turf areas. This excludes fire ant infestation treatment and if necessary a proposal shall be submitted separately.

2. This Agreement does not include the application of any pesticide for the treatment to an ornamental planting taller than ten (10) feet. A proposal for any treatment for control required above this height shall be submitted separately to Management for authorization. In addition, the scope of our service does not include the treatment and application of pesticides for exotic or imported pest such as, Spiraling White Fly, Ficus White Fly, Royal Palm Bug and any other new or exotic species and/or disease which may present themselves, but we will monitor and advise Management of any potential problems.

3. The application of pre-emergent and post-emergent weed control products to the turf areas. U.S. Lawns shall be responsible for selecting control materials from a list of products approved for specific use by the U.S. Environmental Protection Agency, or other agencies with regulatory responsibility over the specific use, and affirmed for that use by the appropriate State Government. As for any uncontrollable pest, where no effective product has been discovered and approved for the specific plant and site use, or where approval has been cancelled by regulatory authorities, U.S. Lawns shall not be accountable for the control or repair of any damage associated with the uncontrollable pest. Furthermore, where new pest problems develop that are not controllable by the reasonable legal use of available approved pest control materials, U.S. Lawns will not be responsible for control or repair of damage caused by such uncontrollable pests.

4. Changes in Federal regulations have resulted in our loss of ability to selectively control various weeds, including crabgrass, when they are present in certain turf. The only control of these weeds is to treat infested turf areas with non-selective products which may result in the necessity to replace the turf. This Agreement does not include turf replacement and if necessary a proposal shall be submitted separately.

5. As a result of the continuing drought conditions along with ongoing changes in insect species and control products that are available for treatment, guaranteed insect control has become more dependent on timely and regular irrigation. Sufficient water must be available at the time of treatment for insect and diseases, as well at the time of fertilizer and control applications, to comply with the instructions for use of the products. In the event sufficient water is not available, U.S. Lawns cannot guarantee the effectiveness of such treatments.

6. U.S. Lawns is not responsible for the loss or decline of turf, shrubs, and/or trees as a result of Sedges or grassy weeds (including Torpedo grasses), Fungus, Grubs, and imported insects. Please note chinch bugs cannot be controlled with contracts fewer than Six (6) services. Additional services cost may be required.

**Client Information Form**

**1. Insurance Certificate**

Exact wording for named insured and additional insured on certificate:

_____

_____

Mail certificate to:

_____

_____

**2. Primary Contact**

Name: _____ Title: _____

Co: _____

Address: _____

_____

Phone: _____ Fax: _____

Comments: _____

**3. Property Information**

Complete property address:

_____

_____

On-site property contact (if any):

Name: _____ Title: _____

Phone: _____ Fax: _____

Comments: _____

**4. Bill to: Email Address**

_____

# Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8592987&GUID=77D8C2F2-8888-4A0C-A307-F5BBE4D1EF3D* is a secure document that has been embedded in this document. Double click the pushpin to view.



Finance Department - Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

June 3, 2020

US Lawns of Brevard
374 Commerce Pkwy.
Rockledge, FL 32955

Attn: Brandon Silverstein

Reference: Mowing & Maintenance Renewal Notice B-19-05-COC

Dear Mr. Silverstein:

The City of Cocoa has requested and agreed with the additional service areas to be added to the original contract award, which your organization has provided pricing. Please complete the attached 2nd Amendment to Purchase Agreement form if, your corporation agrees to renew with the City of Cocoa.

Should you have any questions, or require additional information, or your company chooses not to renew please contact Heath Hancher at 321-433-8833 or . Please return the **ORIGINAL** Amendment to Purchase Agreement form to the address listed above no later than **June 5th, 2020** to ensure no disruption in service. We look forward to hearing from you.

Sincerely,

Heath Hancher - PmP, CPPM
Purchasing / Contracts Division Manager

c: Kennethray Terrell, Grounds Supervisor
Bryant Smith, Public Works Director

Enclosure

Stay Connected:

City of Cocoa

# AMENDMENT TO PURCHASE AGREEMENT

This SECOND Amendment to the purchase agreement for Mowing & Maintenance of City Areas is made and entered into as of June 3rd, 2020 by and between the City of Cocoa and US Lawns of Brevard, 374 Commerce Pkwy., Rockledge, Florida 32955.

The agreement entered into on October 1, 2018, is hereby amended to add the following additional service areas previously performed by the Florida Department of Corrections (FDC). Due to COVID-19, the services provided by FDC can no longer be provided at this time, which it is critical to continue ground maintenance of the areas specified in effort of overall upkeep and beautification of the City. This amendment will remain unchanged otherwise stated at the same rates, terms, and conditions commencing on October 1, 2019 and terminating on September 30, 2020.

Areas added (To include other areas as needed):

| | | |
|---|---|---|
| Dixon Blvd – Right of Way | Indian River Drive | Clearlake Rd. |
| Forrest Ave – Right of Way | U.S. 1 | S.R. 520 |
| Cocoa North | London Blvd & North Rd. | Nottingham & City limits |
| Cocoa Conservation Area | Entrance with ponds | Pavilion |
| Blake Ave – Right of Way | S.R. 520 | Rosa Jones Drive |
| Historic Moore Center | 307 Blake Avenue | |
| Rosa Jones Drive North side only | U.S. 1 | South Fiske Blvd |
| S. Fiske Blvd – Right of Way | Rosa Jones Drive | S.R. 520 |
| Stone Street – Right of Way | Fiske Blvd | Railroad Tracks |
| Pineda Street – Right of Way | Dixon Blv | Scheo St. & Hendry St |
| U.S. 1 – Right of Way | Rosa Jones City Limits | Highpoint Drive City Limits |
| Jackson St – Right of Way | Varr Ave | Abby Lane City Limits |
| Jackson St – Easement | Jackson St. | Rosa Jones Drive |
| Clearlake Road – Right of Way I-5 | Dixon Blvd | S.R. 524 Industry Road |
| Residential Lots | City Limits | City Limits |

The parties here to duly execute this SECOND Amendment to become effective as of the date and year first above written.

| US LAWNS OF BREVARD | CITY OF COCOA |
| --- | --- |
| By: _____ (Name) Printed | By: Jake Williams Jr. (Name) Printed |
| _____ (Title) | Mayor (Title) |
| _____ Signature | _____ Date |
| _____ Signature | _____ Date |

CC: Carie Shealy, City Clerk
Kennethray Terrell, Public Works Grounds Supervisor
Heath Hancher, Purchasing / Contracts Division Manager

This Agreement made and entered into on the _____ day of _____, 2____ by and between _____ hereinafter called the Contractor and the City of Cocoa, a municipal cooperation organized and existing under the Laws of the State of Florida, and located in Brevard County, Florida, hereinafter called the City.

Witnesseth that the Contractor and the City, for the Consideration herein-after named, agree as follows:

**ARTICLE 1. SCOPE OF WORK** - The Contractor shall furnish all labor, equipment and materials and perform all work described in the Bidding/Contract Documents and Drawings, and shall do everything required by this agreement and the contract documents.

**ARTICLE 2. COMMENCEMENT AND COMPLETION** - The Contractor will be required to commence work under this contract within **Fifteen (15)** calendar days after the date of receipt by him of Notice to Proceed or Purchase Order.

**ARTICLE 3. THE CONTRACT SUM** - The City will pay the Contractor for performance of the contract, subject to additions and deductions provided therein, in current funds as follows:

_____ $_____
(Written in Words) (In Figures)

**ARTICLE 4. PROGRESS PAYMENTS** - Payments calculated from completed work and acceptable to the City at the unit bid prices will be made on/or about the 15th of each month. The Contractor shall, after the first of each month submit and invoice detailing the work performed for the previous month. The owner will certify all invoices before presenting them for payment. A form of pay estimate, stating that the bill is fair and equitable and in exact accord with contract prices will be utilized for pay purposes.

**ARTICLE 5. THE CONTRACT DOCUMENTS** - The Notice to Contractors, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Proposal, Agreement, and Drawings form the contract and they are as fully as part of this contract as if the same were hereto attached or herein repeated. Unless otherwise provided in the Contract Documents, any conflicts between the aforementioned documents shall be resolved in order of priority established in the City of Cocoa's purchasing manual at the time this Agreement is executed by both parties.

**ARTICLE 6. LIABILITY INSURANCE** -

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:
It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $1,000,000 and with a deductible not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:
It is required that individuals and firms contracting with the City of Cocoa and who own licensed motor vehicles, that will be utilized in connection with any City contract or job, maintain automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is further required that individuals and firms contracting with the City of Cocoa who lease, rent, or borrow licensed motor vehicles, that will be utilized in connection with any City contract or job, be required to maintain non-owned or hired automobile liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:
Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:
Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or and endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:
It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability

insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certif cate of insurance before work is begun.

**DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:**
For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance polices and submit proof of same in the form of a certificate of insurance before work is begun.

**ARTICLE 7. PERFORMANCE/PAYMENT BOND** - The contractor shall furnish to the City concurrently with the execution of this contract a Performance/Payment Bond equal to 100% of the bid in the penal sum of $ _____NA_____ with good and sufficient sureties, conditioned upon the performance of this contract by the Contractor in accordance with the terms and conditions hereof, within the time herein provided and with the additional obligation that such Contractor shall promptly make payment to all persons supplying him, labor, materials, and supplies, used directly by said Contractor in the prosecution of the work provided for in this contract.

**ARTICLE 8. ACCEPTANCE AND FINAL PAYMENT** - Upon receipt of written notice that the work is ready for final inspection and acceptance, the Owner will promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he will promptly issue a final certificate, over his own signature, stating the work provided for in this contract has been completed and acceptance by him under the terms and conditions thereof is recommended and the entire balance found to be due the Contractor will be paid to the Contractor at the office of the City within twenty (20) days after the date of said final certificate. Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and other indebtedness connected with the work have been paid. The making and acceptance of the final payment shall not constitute a waiver of any claims of the city against the Contractor, including, but not limited to, claims arising for defective or faulty work, warranty work, unsettled liens, or the failure of the Contractor to correctly comply with the job specification. A Consent of Surety for the release of the final payment will be required.

**ARTICLE 9. ATTORNEY FEES AND COSTS** - Should any dispute or legal action arise out of this agreement or the obligations stated herein, or any dispute or action is based upon this Agreement or any of its provisions, the prevailing party shall be entitled to recover its reasonable attorney fees, expenses and costs incurred in connection with such a dispute or action, including, without limitation, its attorney fees and costs through appeals.

**ARTICLE 10. FULLY NEGOTIATED AGREEMENT** - This agreement has been fully negotiated in an arms length transactions and neither party has been coerced in any manner to execute th s agreement. In Each party has opportunity to employ legal counsel and seek legal advice from such counsel with respect to this agreement, its obligations, terms and limitations.

**ARTICLE 11.** **SEVERABILITY** - If any provisions of this agreement is declared or deemed invalid, unenforceable or lawful by any tribunal or court of competent jurisdiction, such provision shall be deemed automatically modified to conform to the requirements for validity as declared at the time, and as so modified, shall be deemed a provision of this agreement as though originally included herein. In the event that the provision invalidated is of such nature that it cannot be so modified, the provision shall be deemed deleted and withdrawn from this agreement as though the provision had never been included herein. In either event, the remaining provisions of this agreement shall remain in full force and effect.

**ARTICLE 12.** **VENUE AND GOVERNING LAW** - The parties agree that the venue shall be exclusively in Brevard County, State of Florida, for disputes or actions which may arise out of or are based upon this agreement. This agreement shall be governed by the laws of the State of Florida where it is deemed, made and executed.

**ARTICLE 13.** **MODIFICATIONS AND ENTIRE AGREEMENT** - This agreement may only be modified, altered or amended in whole or in part, by written instrument setting forth such changes and signed by all parties hereto. This agreement constitutes the entire agreement and understanding between the parties, and oral communications and understandings are hereby deemed void and merged into this agreement.

**ARTICLE 14.** **NOTICES** - Unless otherwise stated herein, all notices to the parties to this agreement shall be in writing, certified mail, return receipt request, at the address listed above.

**ARTICLE 15.** **BINDING EFFECT** - This agreement shall be binding upon the parties, heirs, assigns, personal representatives, executors and successors.

**ARTICLE 16.** **WAIVER** - Any waiver of any breach or violation of either party's obligations under this agreement shall not be construed as a continuing waiver or consent to any subsequent breach or violations.

**ARTICLE 17.** **INDEPENDENT CONTRACTOR** At all times during the term of this Agreement, Contractor shall be considered an independent contractor and not an employee of the City.

**ARTICLE 18.** **CHANGE ORDERS** Any and all change orders required under this Agreement shall be approved, in writing, by the City prior to Contract performing, or not performing, the work specified in the change order.

**ARTICLE 19.** **SOVEREIGN IMMUNITY** Nothing contained in this Agreement shall be constructed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statues, or other limitations imposed on the City's potential liability under state or federal law.

**ARTICLE 20.** **DEFAULT BY CONTRACTOR**

(a) The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

i. Contractor defaults in the performance of any material covenant or

condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Contractor promptly takes and diligently pursues such action as are necessary therefore; or

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

iii. Contractor has acted grossly negligent, as defined by general and applicable law, in performing the services hereunder; or

iv. Contractor has committed any act of fraud upon the City; or

v. Contractor has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

(b) Notwithstanding the aforementioned, in the event of a default by Contractor, the City shall have the right to exercise any other remedy the City may have by operation law, without limitation, and without any further demand or notice.

**ARTICLE 21.** **TERMINATION** - Notwithstanding any other provision of this Agreement, City may, upon written notice to Contractor, terminate this Agreement, without penalty, if: (a) Contractor is in default pursuant to Article 20, Default by Contractor; (b) contractor makes a general assignment for the benefit of its creditors; (c) Contractor fails to comply with any condition or provision of this Agreement; or (d) Contractor is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement without prejudice to any other right or remedy City may have under this Agreement. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

This Agreement may be cancelled by either party with thirty (30) days written notice to the other party.

**ARTICLE 22.** **INDEMNIFICATION**

(a) For all services performed pursuant to this Agreement, the Contractor agrees to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees and officers from and against all claims, losses,

damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial and appellate proceedings), directly or indirectly arising from:

i. Any default under this Agreement by Contractor; and
ii. Any negligent act, omission or operation of work related to all services performed under this Agreement by Contractor, and its employees, principals, agents, independent contractors, and consultants.

(b) The indemnification provided above shall obligate the Contractor to defend as its own expense or to provide for such defense, at the option of the City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its employees and officers to the services under this Agreement whether the services be performed by the Contractor or anyone directly or indirectly employed by them. In all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included this indemnification provided herein, as long as said fees are no greater than at a rate of $200 per hour.

**ARTICLE 23.** **CORPORATE REPRESENTATIONS BY CONTRACTOR** - Contractor hereby represents and warrants to the City the following:

(a) Contractor is duly registered to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in the Agreement.

(b) The undersigned representative of Contractor has the power, authority, and legal right to execute and deliver this Agreement on behalf of Contractor.

**ARTICLE 24.** **NO JOINT VENTURE -** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

**ARTICLE 25.** **THIRD PARTY RIGHTS** - Nothing in this Agreement shall be constructed to give any rights or benefits to anyone other than City and Contractor.

**ARTICLE 26.** **ASSIGNMENT**

(a) Contractor shall not assign or subcontract this Agreement, any task authorization hereunder, or any rights or any Moines due or to become due hereunder without the prior, written consent of City.

(b) If upon receiving written approval from city, any part of this Agreement is subcontracted by Contractor, Contractor shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

(c) If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Contractor who shall take immediate steps to remedy the situation.

(d) If any part of this Agreement is subcontracted by Contractor, prior to the commencement of any work by the subcontractor, Contractor shall require the subcontractor to provide city and its affiliates with insurance coverage as set forth by the City.

**ARTICLE 27.** **PUBLIC RECORDS**

(a) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:** (321) 433-8484; : City Clerk's Office, 65 Stone Street, Cocoa, FL, 32922.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CONTRACTOR

Signed and sealed by the Contractor in the presence of:

BY: _____
(CONTRACTOR)

ATTEST: _____

CITY OF COCOA

Signed and sealed by the City in the presence of:

**BY:** _____
(City Manager)

ATTEST: _____

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-310 | **Version:** | 1 | **Name:** | |
| **Type:** | Resolution | | | **Status:** | Consent Agenda |
| **File created:** | 6/1/2020 | | | **In control:** | City Council |
| **On agenda:** | 6/10/2020 | | | **Final action:** | |
| **Title:** | Approve a Resolution Amending the FY21 Budget, BAF# 20-272-T, to cover the expense of purchasing three (3) replacement servers and computer components. (Chief Technology Officer) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Budget Resolution FY 2020 20-310.pdf<br>BAF 20-072 -IT-Server and Computer (6-10-20) Agenda 20-310.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: June 1, 2020
Agenda Date: June 10, 2020
Prepared By: Robert Beach, Chief Technology Officer
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Approve a Resolution Amending the FY21 Budget, BAF# 20-272-T, to cover the expense of purchasing three (3) replacement servers and computer components.

## BACKGROUND:

The City of Cocoa maintains a complex computing infrastructure that requires modern efficient servers to provide computing power. There are five (5) current servers in the City Hall and Police Department data centers that are between 6 and 7 years old that need to be replaced. The five (5) HP Proliant DL360 Gen8 servers will be replaced with three (3) HP Proliant DL380 Gen10 servers and will increase the City's computing capacity and improve virtual server and virtual desktop performance across the organization. In addition to replacement servers, funds will be used to procure replacement hard drives, solid state drives, monitors, and other common computer components.

The funds necessary to cover these upgrades will come from unused funds in the IT Professional Services budget and moved into IT Repairs & Maintenance, IT Hardware, and Operating Supplies.

## STRATEGIC PLAN CONNECTION:

By maintaining a comprehensive computing infrastructure, employees can more effectively deliver

City services, provide more accurate information, more efficiently perform critical tasks.

## BUDGETARY IMPACT:

Budget Adjustment Form # 20-072-T

| | |
|---|---|
| From Account: | |
| IT Professional Services001-1103-516.31-00 | ($65,000.00) |
| | |
| To Accounts: | |
| IT Repairs & Maintenance 001-1103-516.46-00 | $5,478.00 (IT20SR) |
| IT Hardware 001-1103-516.64-15 | $44,270.00 (IT20SR) |
| IT Operating Supplies 001-1103-516.52-00 | $15,252.00 |

## PREVIOUS ACTION:

n/a

## RECOMMENDED MOTION:

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

**RESOLUTION NO. 2020-168**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; and

**WHEREAS,** in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

**WHEREAS,** the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA,** as follows:

**SECTION 1.** The 2019-2020 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of June, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

# City of Cocoa Budget Adjustment Form FY 2020 - 20-072

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1103 | DATE PREPARED: 05/28/20

'FROM' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| ($ 65,000) | 001-1103-516.31-00 | | Professional Services | $ 295,000 | $ 234,823 | $ 169,823 | $ 157,243 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| ($ 65,000) | TOTAL | | | | | | |

'TO' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 5,478 | 001-1103-516.46-00 | IT20SR | Repairs & Maintenance | $ 410,039 | $ 409,891 | $ 415,369 | $ 14,702 |
| $ 44,270 | 001-1103-516.64-15 | IT20SR | IT Hardware | $ 60,000 | $ 4,778 | $ 49,048 | $ 72,114 |
| $ 15,252 | 001-1103-516.52-00 | | Operating Supplies | $ 264,485 | $ 289,939 | $ 305,191 | $ 29,573 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 65,000 | TOTAL | | | | | | |

REASON/JUSTIFICATION FOR ADJUSTMENT:

Transfer of funds to for City Hall and Police Department server replacements and miscellaneous computer hardware. Agenda 20-310

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 06/10/20 *RESOLUTION #:* 2020-168

***City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.***

| | | | | | |
|---|---|---|---|---|---|
| 5/28/20 | Robert Beach Digitally signed by Robert Beach Date: 2020.05.28 17:02:22 -04'00' | 6/2/20 | Lea Malarae Digitally signed by Lea Malarae Date: 2020.06.02 11:06:01 -04'00' | | |
| Date | Requestor's Signature | Date | Finance Approval Signature | Date | Finance Director's Signature |
| 6/1/20 | Matthew Fuhrer Digitally signed by Matthew Fuhrer Date: 2020.06.01 07:56:37 -04'00' | 6/4/20 | Lora Howell Digitally signed by Lora Howell Date: 2020.06.04 09:03:56 -04'00' | | |
| Date | Department Director's Signature | Date | Deputy Fin. Director's Signature | Date | City Manager's Signature |

***FINANCE USE ONLY:***

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

Approved 07/13

Revised eform 10/2/19 - IT

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-293 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Council Busines |
| **File created:** | 5/20/2020 | | | **In control:** | City Council |
| **On agenda:** | 6/10/2020 | | | **Final action:** | |
| **Title:** | This is an Informational Agenda on the History of the Seasonal Customer Policy and the Unoccupied Property Policy and Owner Billing for City Council discussion. (Finance Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: May 20, 2020
Agenda Date: June 10, 2020
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
This is an Informational Agenda on the History of the Seasonal Customer Policy and the Unoccupied Property Policy and Owner Billing for City Council discussion.

## BACKGROUND:

Prior to 2005 City Council allowed for “Vacation Status” on customer’s accounts (often called Seasonal Customers or Snow Birds), which allowed the customer to inactivate their utility accounts and suspend billing, while holding onto the deposit, which at the time was not refundable until the account was terminated. When the customer returned to the home, often many months later, the customer’s account would then resume billing in an “Active Status”.

In December 2005, City Council implemented a “Seasonal Customer” policy, which in effect eliminated the “Vacation Status” and required all seasonal customer’s accounts remain active and bill base fees (often called a readiness-to-serve charge) for all services, regardless of occupancy. This policy did not apply to rental/commercial properties as they were not included in the policy, and those accounts continued to terminate and stop billing until such time as a new renter or owner chose to activate an account.

In August of 2008, City Council approved and staff implement, the “Unoccupied Property” Policy. This policy’s intention was to bill all utility accounts base fees, regardless of occupancy, just as with the Seasonal Customers. If a tenant moved out of a property, the account was automatically placed in the owner’s name. Every location/account within the Utility Distribution was active and billing the

minimum base fees.

Shortly after the “Unoccupied Property” policy was fully implemented October 1, 2008, direction from City Council was made to reverse this policy back to the Seasonal Customer Policy and resume billing only seasonal homeowners the base fees throughout the year.

On October 13, 2015 staff requested City Council revisit the Seasonal Property Policy, with the recommendation of either reimplementing the Unoccupied Property Policy whereas all homeowners/commercial properties were charged base fees when a tenant vacates, or reimplementing the Vacation Status for seasonal customers, thus allowing those customers to not be charged base fees, essentially eliminating any perceived inequity between the different customer statuses. However, the recommendation at that time was to remain “Status Quo” and the Seasonal Policy remains in place to this day. Therefore, all seasonal residential customers must continue to pay the base fees when they do not occupy their residence in the City’s service area, while homeowners who rent properties and commercial properties do not pay any base fees while their rental property is vacant.

At the 2019 Utility Workshop with City Council, there was discussion on resuming the billing of the “readiness to serve” charge.

Currently the City of Cocoa is conducting a full Utility Rate Study, through a partnership with Stantec Financial Consulting. One aspect of this study includes the option of billing base fees on all accounts, regardless of occupancy. There are several schools of thought throughout the industry, of which will be presented to City Council during the informational sessions with the consultant regarding the rate study recommendations before being formally adopted by City Council. The schools of thought are as follows:

- Billing monthly base fees “readiness to serve” charges, to all property owners accounts regardless of occupancy. (Per our consultant, approximately 25% of Florida Municipalities have this policy)
- Allowing the termination or suspension of billing the base fees while the property is vacant, including seasonal customers. (The majority of Florida Municipalities)
- Continuing the current practice, of billing only seasonal customers. (Unable to find another Municipality that has this policy)

Council requested that staff provide information as to converting all utility accounts into the owner’s name at all times at the budget workshop held in March. This is not a widely accepted practice in the State of Florida, and our consultant is researching how many municipalities follow this practice. Under this school of thought the City would:

- Hold all utility accounts in the property owner’s name, not the tenant. (Determined thus far that only one Municipality in Florida has this policy)

The Pros to this method:

- The properties where the accounts go into default can have a lien placed on them and debt collection has a better chance of recovery through this process.
- Decrease in the number of illegal connections found within the service area.

- Proactive leak detection/prevention, alleviating the tenant of monetary responsibility to the City due to leaks. Currently, they have to seek reimbursement for excessive water use due to leaks from their landlord.
- Less administrative time managing utility account turn on/turn offs due to turnover of rental properties and debt collection.

At any given time, there are approximately 4,000 active utility accounts with a past due balance. Currently the City of Cocoa has approximately 2,000 accounts in a “Collections” status and last year the City wrote off $425,554 in receivables for unpaid debt.

The Cons to this method:

- Unpopular with Property Owners/Landlords, as the accountability and collection of the water usage by their tenant would fall on them.
- Owners would have to reformulate their rental contracts to incorporate language to recover the cost of the utility services from their tenant.
- Owners would have to pay for solid waste services and outside the City stormwater services, regardless of whether their rental was occupied or not.
- It would be an administrative burden to manage accounts if Council did not approve the continuous billing of solid waste and stormwater fees.

Staff is presenting to City Council the history of the above polices and current practices and requests that City Council provide direction as to what policy should be adopted regarding:

1) Leaving the current Seasonal Property in place
2) Adopt a policy of billing of base fees at all times for all customers by reimplementing the Unoccupied Property Policy
3) Implementation of a policy to hold all utility accounts in the property owner’s name, not the tenant

Staff requests that whatever policies the City Council agrees upon and approves, the policy changes, if any, do not occur until the acceptance of the FY 2020 Utility Rate Study, with implementation effective October 1, 2020.

## STRATEGIC PLAN CONNECTION:

## BUDGETARY IMPACT:

The Budgetary Impact will be Discussed with our Financial Consultants.

## PREVIOUS ACTION:

## RECOMMENDED MOTION:

This is an Informational Agenda on the History of the Seasonal Customer Policy and the Unoccupied

Property Policy and Owner Billing for City Council discussion.

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-299 | **Version:** | 1 | **Name:** | |
| **Type:** | Informational Item | | | **Status:** | Council Busines |
| **File created:** | 5/29/2020 | | | **In control:** | City Council |
| **On agenda:** | 6/10/2020 | | | **Final action:** | |
| **Title:** | Update on The Villas of Cocoa Village for the redevelopment of 915 Florida Avenue (also known as the former location of the Oaks Mobile Home Park). (Community Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Exhibit A - 915 FLORIDA AVE RFP.pdf<br>Exhibit B -Addendum #1 P-18-11-COC (002).pdf<br>Exhibit C - Addendum # 2 P-18-11-COC.pdf<br>Exhibit D - Addendum #3 P-18-11-COC QA.pdf<br>Exhbit E - CC Zoning Code.pdf<br>Draft Project Development Agreement 8.23.18 (002).pdf<br>Letter to City Manager of Cocoa from Moore on Villas.pdf<br>Conceptual Plan showing phases latest draft 3-18-20.pdf<br>Conceptual Plan for VILLAS as of 6-7-2020.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: May 29, 2020
Agenda Date: April 24, 2018
Prepared By: Nancy A. Bunt, Community Services Director
Through: Matt Fuhrer, Interim City Manager
Requested Action:
Update on The Villas of Cocoa Village for the redevelopment of 915 Florida Avenue (also known as the former location of the Oaks Mobile Home Park).

## BACKGROUND:

The City of Cocoa acquired 915 Florida Avenue (formerly known as the Oaks Mobile Home Park) pursuant to a Memorandum of Understanding (MOU), dated January 12, 2016, by and between the City and the Cocoa Community Redevelopment Agency (CRA). The City agreed to convey the former Oaks Mobile Home Park site at 915 Florida Ave to the CRA. The purpose of the MOU was to outline the terms of the conveyance of the property, for that portion situated in the City of Cocoa and within the Redevelopment Area. If the City was successful in purchasing the property, the CRA agreed to provide oversight and guidance during the Request for Proposals (RFP) process and redevelopment process. The MOU also provided that the City would sell the portion of the property within the City and Redevelopment Area to the CRA for an amount based on the City's purchase

price, not to exceed $800,000, if acquisition by the City was successful.

After the property was acquired by the City, the City Attorney and City Manager subsequently discussed completing the conveyance of the portion of the property within the Redevelopment Area, and the need to develop a tri-party Development Agreement between the City, CRA and selected developer because the other portion of the development property will remain owned by the City and is located in the City of Rockledge. Alternatively, the City Attorney advised that since the City acquired the property for redevelopment purposes, consistent with the Cocoa CRA Redevelopment Plan, specifically the Cocoa CRA Waterfront Master Plan (hereinafter referred to as “The Plan”), the City could under its Home Rule Powers, and consistent with the powers granted under the Community Redevelopment Act, effectuate the redevelopment of the property without the need to convey a portion of the property to the CRA as originally intended under the MOU.

Furthermore, in November 2017, Bass Fletcher Associates, Inc. were engaged to conduct a Highest and Best Use Analysis of the property. The study determined medium sized townhomes were the highest and best use of the property. Tuttle-Armfield-Wagner Appraisals and Research completed an appraisal on the property simultaneous to the Highest and Best Use Analysis. The Market Value of the Subject Property as of September 17, 2017, was $780,000. The appraisal also recommended residential use, however they indicated the possibility of including a neighborhood commercial component on the corner of the property.

The Plan identified the area south of the Village just south of Rosa L Jones Boulevard and east of U.S. 1 as a critical gateway to the City and the Cocoa Village district. The Plan observes that the amalgamation of light industrial property, mobile homes, and commercial property in the area are enormous detriments to the success of the CRA in becoming an attractive gateway to the City. The Plan recommends the City work to create a residential redevelopment opportunity and specifically, the subject property could become an excellent candidate for a residential/mixed use lifestyle center that adds to the value Cocoa Village District and Cocoa.

Additionally, the subject property is located near the boundaries of the Heart of Cocoa Neighborhood. As such, the construction of new residential dwelling units on the subject property may spark private investment to construct additional residential units in the Heart of Cocoa Neighborhood.

On December 12, 2017, the CRA voted to authorize staff to issue an RFP to seek redevelopment proposals for the property consistent with the Bass Fletcher Associates, Inc. Highest and Best Use Analysis.

The RFP was issued on Monday, January 22, 2018.

The RFP was closed for submissions at 4 P.M, on Monday, March 5, 2018. Only two (2) proposals were received.

1. A proposal submitted by John Haley & JH Development of Cocoa sought to construct 32-36 townhome units with garages & a small structure for neighborhood-supported commercial activities and acquire the site for $780,000.

2. A proposal submitted by the Villas of Cocoa Village sought to construct 64-65 multi-story town-homes with garages, shared green-areas and open-space, and a corner three-story commercial building. Two (2) land acquisition options were provided; 1) Preferred Option with

a land acquisition price of $1,040,000; and 2) A Secondary Option with a land acquisition price of $750,000.

The 2018 Selection Committee was comprised of City Manager John Titkanich, Jr.; Nancy Bunt, Deputy Community Services Director; Cindy Thurman, Planning and Zoning Manager; Larry Lallo, Economic Development Manager; and Samia Singleton, Redevelopment Specialist.

Committee members reviewed the proposal at a Publicly Noticed Meeting on Wednesday, March 14, 2018, and scores for each committee member were noted based on the four (4) selection criteria contained in the RFP. The committee members discussed if and how well the proposal addressed 1) Professional Abilities/Experience; 2) Financial Feasibility; 3) Conceptual Development; and 4) Development Schedule. Following the committee discussion some members made a few adjustments to their initial scores based on the information shared during the discussions. With a possible total of 500 points, the proposals were ranked as follows:

| Rank | Developer | Score |
|---|---|---|
| 1 | The Villas of Cocoa Village, LLC | 385 |
| 2 | John Haley & JH Development of Cocoa | 357 |

The Committee voted to recommend the number-one ranked proposal (Villas of Cocoa Village) for approval. Staff also provided a preliminary land development information.

**PRELIMINARY LAND DEVELOPMENT INFORMATION:**

Site: Two parcels comprising a total of 4.93 acres, of which the western most peninsula of the site is located in the corporate limits of the City of Rockledge.

Future Land Use (FLU): Mixed-Use (City of Cocoa parcel only)

Zoning: Core Commercial (CC)

- South End District (Regulating Plan, Cocoa Village Waterfront Overlay District)

The City of Cocoa Comprehensive Plan governs the future land use on the RFP site for the primary portion of the site (4.38 acres) is currently designated Mixed-Use future land use and as such governed by Future Land Use Policy 1.1.2.6. The second parcel of the site (0.55 acres), as identified in the RFP, is narrow and possesses limited development potential and is not evaluated individually. In past City and CRA meetings it has been discussed this may be an ideal location for Stormwater facilities related to the redevelopment of the primary site.

The current C-C zoning district does not allow townhome development. Further, Appendix A, Zoning, Article XI, Section 22 of the City Code, governing the Cocoa Waterfront Overlay District, provides that single-family attached housing is not permitted in C-C zoning district. The City will need to adopt an amendment to the zoning code or rezone the property to accommodate a townhome development. The C-C zoning district, South End Sub-District allows for multiple commercial uses such as professional service/office, retail, restaurant, business/personal services, and hotel among others.



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**The Villas of Cocoa Village Proposal:**

The number one ranked proposal submitted by The Villas of Cocoa Village, LLC, which was ultimately recommended by the CRA and selected by the City Council, included a design integrated into Cocoa Village with 64 to 65 townhomes arranged with buildings oriented to the primary streets of Rosa L. Jones Drive and Florida Avenue. The proposal provided for a center courtyard and useable open-space and recreational areas. The peninsula of the property is depicted as undeveloped, and requires confirmation that this area will be used for stormwater management.

The architectural design represented in the diagrams were considered more in keeping with and promoting the character of Cocoa Village with parking on-site through on-street parking as well as rear-loaded garages. It should also be noted that the developers represented the future extension and connectivity of Hughlett Avenue to the larger commercial site (former Carousel Mall) south in Rockledge. The developers also proposed a connection to Florida Avenue and provide interconnectivity throughout the site that enhance vehicular and pedestrian access.

The commercial component was proposed to be located at the northeast corner of the site (at the intersection of Rosa L. Jones and Florida Avenue) and integrated with the existing development. The site reflects the urban design style encouraged by the CWOD.

The Villas of Cocoa Village proposal represented that the project would have been completed within 24 months from proposal acceptance. This was to be inclusive of 60 calendar days for approval of the purchase agreement, though it was believed additional time may have been required for large scale site plan approval.

The proposal for The Villas of Cocoa Village Provided for two (2) Land Acquisition Options:

1. The preferred option, as expressed by the developer in their proposal, would allow the developer to purchase the site for $1,040,000 and repay in 65 equal payments of $16,000 within 26 months from date of sale. The higher purchase price hinges on the ability to rezone and replat the site into 65 individual fee-simple lots and approximately 33,700 square feet of common-areas.

2. Alternatively, the secondary option would facilitate the sale of the site for the appraised value of $750,000. Details about repayment terms, ownership structure and amount of common-area were not included in this option. Staff assumed the development would be marketed as townhomes with a shared/HOA maintenance structure.

The City Council accepted the recommendation of the Cocoa CRA to approve the rankings of the Staff Selection Committee and selected the proposal submitted by the Villas of Cocoa Village for the redevelopment of the property and authorized the City Attorney and City Manager to negotiate a development agreement on April 24, 2018.

**The Villas of Cocoa Village Project After Negotiation of a Redevelopment Agreement was Authorized:**

On July 11, 2018, conceptual plans were sent to the City's Development Review Committee (DRC) by the Planning & Zoning Manager. Unfortunately, they were too "conceptual" for the DRC to provide

a thorough development review. Typically development projects are submitted to scale with all public and private improvements identified consistent with the zoning district and requirements of the city code and then are scheduled for a meeting with the City's DRC.

On August 23, 2018, a Redevelopment Agreement was drafted by the City Attorney outlining the terms and conditions of the redevelopment of the property located at 915 Florida Avenue. To date, the City has not received a formal response or comments on the draft Redevelopment Agreement.

It is uncertain whether there were any meetings in 2018-2019 that may have involved other city employees who were working with the developer in the project but currently are no longer with the City (John Titkanich, Karen Hamilton, Cindy Thurman, Larry Lallo and Samia Singleton). Between July 13, 2018 and May 26, 2020, Nancy Bunt, Community Services Director has 429 emails that she was involved with in regards to The Cottages and The Villas project as the development team was working on both projects simultaneously. It was understood that the developer was proceeding with the Cottages project first and then would be working on the Villas project as implied in previous agenda items on the Cottages project and in discussions with the developer. Hence, emphasis was placed on The Cottages project by the development team.

On April 30, 2019, staff met with the development team of the Villas. The Villas requested clarification on the 2-hour firewall and sprinkler system requirements and were going to make revisions to the site layout based on the Fire Departments feedback. It was also agreed that both the City and the Villas would jointly revise the draft Redevelopment Agreement (Agreement). Also, it was agreed that upon execution of the Agreement, the Villas would submit a Preliminary Plat.

In early March staff received a to scale conceptual plan. On April 20, 2020, staff met with the development team of the Villas to give the development team a chance to speak with the Interim City Manager and to provide staff with an update on the project. There was discussion during the meeting that many felt the negotiation of a Redevelopment Agreement could not be completed until outstanding questions on the conceptual plans were resolved. It was agreed that a Development Review Committee would be scheduled to allow input from all of the city departments on the proposed conceptual plans and any outstanding items to be incorporated within the Agreement, as several of the initial city staff reviewers were no longer with the city.

On May 15, 2020, a Development Review Committee (DRC) meeting was assembled so that everyone on the DRC could review and provide feedback on the proposed plans.

The current version of the proposed conceptual plans for the Villas of Cocoa Village project are under review by Staff. The overall conceptual plans are similar to the initial Villas proposal contained in the RFP submittal in that it provides for a townhome development with commercial space in the northeast corner of the site. However, now that plans are being prepared to scale, there are a number of changes that have been proposed that differ from the initial proposal. These changes include:

- Reduction of the number of townhome lots.
- Reduction of a useable recreational green space at the heart of the development including a pavilion structure. This is now being proposed for dry retention area, which may become wet during rainfall events.
- Reduction of the playground area and loss of the adjacent pavilion from the south area of the property.

- Reduction of on-street parking for commercial component. Requirement for the number of parking spaces for the commercial component still to be determined based on size and use.

It should be noted that the bullet points above were modified subsequent to the initial publication of this Agenda Item. City staff received multiple emails from the development team and a new Conceptual Plan on Sunday, June 7, 2020, in response to the original Agenda Item.
It was also stated in the RFP and proposed Redevelopment Agreement that the city would retain ownership of the western parcel since there are billboards on the parcel that the city leases and obtains revenue for. The DA will need to clarify the maintenance role of each party once it is determined what will be constructed on the parcel.

## STRATEGIC PLAN CONNECTION:

Economic Development and Community Development

## BUDGETARY IMPACT:

No budgetary impact.

## PREVIOUS ACTION:

On April 10, 2018 at its Regular Meeting, the Cocoa CRA approved the rankings approved by the Staff Selection Committee and voted to recommend to the City Council the proposal submitted by The Villas of Cocoa Village for the redevelopment of 915 Florida Avenue (also known as the former location of the Oaks Mobile Home Park).

On April 24, 2018, Council accepted the recommendation by the Cocoa Community Redevelopment Agency (CRA) to approve the rankings approved by the Staff Selection Committee and select the proposal submitted by The Villas of Cocoa Village for the redevelopment of 915 Florida Avenue (also known as the former location of the Oaks Mobile Home Park). Authorize the City Attorney and the City Manager to negotiate a development agreement.

## RECOMMENDED MOTION:

Update on The Villas of Cocoa Village for the redevelopment of 915 Florida Avenue (also known as the former location of the Oaks Mobile Home Park).

# REQUEST FOR PROPOSAL

## FOR THE PURCHASE OF REAL ESTATE AND DEVELOPMENT OF 915 FLORIDA AVE (FKA OAKS MOBILE HOME PARK) COCOA FLORIDA 32922 SITUATED IN THE COCOA COMMUNITY REDEVELOPMENT AREA




Issue Date:
Monday January 22, 2018

Proposers
Q & A Vision Forum
9:00 A.M.
Monday February 5, 2018

Proposal Due Date:
4:00 P.M. Monday
March 5, 2018

**REQUEST FOR PROPOSAL**
**FOR THE PURCHASE OF REAL ESTATE, AND**
**DEVELOPMENT OF 915 FLORIDA AVE (FKA OAKS MOBILE HOME PARK) SITUATED IN**
**THE COCOA COMMUNITY REDEVELOPMENT AREA IN**
**COCOA FLORIDA 32922**

The City of Cocoa (**"City"**) and Cocoa Community Redevelopment Agency (**"CRA")** invite developers, end-users and interested parties (collectively "**Proposer**") to submit a P**roposal** to purchase and develop a **4.38-acre site** (parcel number 24-36-33-80-00023 0-0000.00)) situated at the Southwest corner of Rosa L. Jones Blvd and Florida Avenue, having an address of **915 Florida Ave (FKA Oaks Mobile Home Park),** Cocoa Florida (See Exhibit A Legal and Exhibit B Survey Attached). A companion .55-acre parcel (parcel number 24-36-33-00-00755) lies contiguous to the subject site, and is owned by the City of Cocoa. The companion parcel, located outside of the Cocoa Redevelopment Area, will also be available to the selected Proposer for ancillary uses through an agreement with the City only.

MANDATORY **Proposers Q & A Vision Forum**
**9:00 A.M.**
**Monday, February 5, 2018**
Cocoa City Hall 3rd Floor Conference Room
**A site visit will immediately follow this Mandatory Pre-Bid Conference. Latecomers will not be allowed to enter the mandatory Vision Forum and consequently will not be allowed to propose.**

**Due date for receipt of Proposals is 4:00 P.M. Monday March 5, 2018**

**Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.**

**One (1) original (MARKED "ORIGINAL"), five (5) copies and one (1) electronic copy on CD or USB Flash Drive in PDF format, of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, RFP# P-18-11-COC. Respondent name and return address must be clearly identified on the outside of the envelope.**

## SECTION I. BACKGROUND

The City of Cocoa and Cocoa Community Redevelopment Agency invite Requests for Proposals to purchase and develop real estate for the property located at 915 Florida Avenue in Cocoa Florida. The property is currently owned by the City of Cocoa. The CRA and the City entered into

a MOU (Memorandum of Understanding) regarding the property in January 2016 subject to City acquisition, and the portion of the subject property located within the Redevelopment Area may be conveyed to the CRA. However, the final conveyance decision to the CRA is pending as of the date of this RFP.

This development of this site is expected to serve as a catalyst for redevelopment in the western portion of Cocoa Village located within the Redevelopment Area. The proposed project should be attractive, stimulate additional development activity, provide opportunity for new small business growth, and substantially add to the historic and cultural charm of Cocoa Village. Proposers are encouraged to seriously consider incorporating compatible neighborhood commercial uses on the NE portion of the site fronting Florida Avenue and Rosa L. Jones.

The property is currently zoned for Core Commercial (CC) use, primarily for high intensity urban development. The future land-use for the property is Mixed Use. This designation is intended for a wide range of urban style development. The main part of the property is also within the Cocoa Waterfront Overlay District. The Overlay District establishes urban design standards to perpetuate the positive design elements and the residential and commercial development patterns found within the Cocoa Village and Cocoa Community Redevelopment Area.

Respondents should review and evaluate the applicable Zoning Code to determine the development requirements for these land uses and zoning designations before submitting a proposal. The City and CRA do not anticipate a future land-use or zoning change in relation to this site.

## SECTION 2. ABOUT COCOA VILLAGE

The site is situated within historic Cocoa Village, the downtown core of the City of Cocoa. Cocoa was first settled in the mid-1800s and has evolved into one of Brevard County's premier shopping and entertainment districts.

The Village is located adjacent to State Route 520, has a vibrant riverfront and community park, on the Indian River, tree-lined streets, with more than 150 quality shops and gathering places where one can enjoy the relaxing atmosphere of a nostalgic riverside community such as dining at one of several gourmet restaurants, attending a show at the historic Cocoa Village Playhouse, an event at the historic Porcher House, take an Indian River Tour on the Indian River Queen, or plan a visit to the Florida Historical Society to find out more about all of Florida times past. More than 135,500 persons annually attend over one hundred different special-events in Cocoa Village, ranging from Weddings, Seminars at the Civic Center, the Space coast Marathon, and much more.

**Future Waterfront Development Plan**: The recent flurry of development interest underscores the importance of developing an updated vision for the Cocoa Waterfront that can be implemented within three to five years. The City and CRA believe that improvement of the waterfront and its associated amenities is directly related to the image and viability of the City of Cocoa and its downtown. This will enhance attractiveness of the Historic Cocoa Village and add value for residents, businesses, investors, developers, and visitors. The Plan is scheduled to be completed in March 2018, with implementation commencing in 2018/2019. The development of 915 Florida

Avenue will improve connectivity between South Cocoa Village and the Waterfront.

**Florida Avenue Redevelopment:** The recently completed $3.4 Million Florida Avenue Complete Streets infrastructure project resulted in new sidewalks, shared bike/car lanes and lighting to improve mobility for pedestrians, bicyclist, motorists, and transit riders of all ages and abilities. The project is also highly significant as part of the City of Cocoa's vision for Historic Cocoa Village and the Cocoa Waterfront. Implementation of the Complete Streets Principals aligns with the master plan developed by the Cocoa CRA.

This plan established six planning principals:

- Connect the river to the city
- Enhance and connect open space
- Livable approach to streets and traffic
- Expand Main Street district-wide
- Enhance the Village Arts image
- Enhance the sub-districts

The new Florida Avenue Gateway to Cocoa Village spurred over $1.5 million in new private sector retail, and dining establishments.

**Forrest Avenue Cocoa Village Gateway Entrance**: In Fiscal Year 2018, the Cocoa CRA has budgeted, $260,000, for design and construction of a Cocoa Village Gateway feature, located on a currently vacant parcel of land at corner of 6 Forrest Avenue and SR 520.

**Appraisal Report:** An Appraisal report prepared by Tuttle Armfield Wagner Appraisal and Research, Inc., completed on October 16, 2017, appraised the subject site at $750,000, and the companion site at $30,000. The Maximally Productive Recommendation for the site was for a mixed-use commercial/residential development, featuring a commercial corner that would support office, or restaurant use, with the remainder of the site being developed for townhome use.

**Highest & Best Use Analysis:** In August 2017, the Cocoa CRA retained Bass Fletcher Associates, Inc. to conduct a Highest and Best Use Analysis to determine the highest and best and most market feasible use of the property. A report was issued on November 1, 2017.

Market research regarding this property focused on activity and prices within the immediate subject market, with consideration also of the larger market area. Attention was paid to development properties with the same zoning districts and market potential as this property. The analysis included the examination of sales of similar urban sites in other urban areas which are not directly competitive with this property. Emphasis was placed on properties with similar market appeal and those directly competitive with this property.

The Highest and Best Use Analysis makes the following observations:

- Prices within the market area of the property have been steadily increasing for several years.
- The Cocoa Village Area is increasingly becoming an attractive destination location and a highly desirous place to live.
- The site has 420 feet of frontage on Rosa L. Jones Blvd, and 460 feet of frontage on the newly redeveloped Florida Avenue, and is adequately served with public utilities.
- Several legally permissible uses were analyzed those being residential use; office use; cultural institution uses; hotels; services and retail/commercial use; and mixed-use projects.
- The highest market demand is clear only for residential uses.[1]

Four different high intensity development scenarios were analyzed as follows:

- Small 1200 square foot Townhomes
- Medium 1600 Square foot Townhomes
- Large 2,000 square foot Townhomes
- Rental Units comprised of 1,000 square feet

The analysis concluded the development of the property with residential medium sized townhomes is the highest and best use of the property.

The entire property is usable upland areas. Phase I and Phase II Environmental Site Assessments have been conducted and report there are no recognized environmental conditions.

The companion .55-acre parcel located in the City of Rockledge (parcel number 24-36-33-80-00023 0-0000.00) which lies contiguous to the subject site, is owned by the City of Cocoa. The companion site has limited development potential because it is physically narrow (approx. 80 feet wide). The City will retain ownership of the site. Approved ancillary uses and maintenance for the companion site will be outlined in a Development Agreement with the City.

**SECTION II. INTENT**

The City and Cocoa CRA, by this RFP, set forth its intent to sell/offer approximately **4.38 acres** within the Cocoa CRA for purposes of developing the site for its highest and best use consistent with the findings set forth in the report issued by Bass Fletcher Associates, Inc. It is anticipated that the Proposer will be an experienced developer with a proven track record of successful projects relevant to this RFP. The Proposer will be required to entered into a binding development agreement with the City and/or the CRA which will set forth the agreed upon terms and conditions of the selected development proposal including a development schedule under which the project will be completed.

**SECTION III. PROPERTY DESCRIPTION**

[1] Property Appraisal recommended residential with inclusion of corner commercial.

The Property is currently owned by the City and is comprised of two parcels a **4.38-acre site** (parcel number 24-36-33-80-00023 0-0000.00) situated at the Southwest corner of Rosa L. Jones Blvd and Florida Avenue, having an address of **915 Florida Ave (FKA Oaks Mobile Home Park)** Cocoa Florida (See Survey attached as Exhibit B). A companion .55-acre parcel (parcel number 24-36-33-00-00755) lies contiguous to the subject site (See Survey attached as Exhibit B).

## SECTION IV. UTILITIES

The property has access to all typical utilities including but not limited to water, electric, telephone, sewer, and internet.

## SECTION V. CONCEPTUAL DEVELOPMENT AND VISION

Proposals must contain an introductory narrative meeting the following minimum requirements:

A. **Narrative and Vision Statement** – provide a clear statement for the Proposers' vision for the Site, including how the envisioned project will relate to the surrounding area and be a catalyst for economic and redevelopment within the community redevelopment area.

B. **Conceptual Development Program** – prepare a narrative and a visual concept of the development proposal for the Site. Drawings may be "conceptual" in format, but should be detailed enough to reflect the scope of the proposed development. Drawings should be in color and drawn to scale to the extent possible.

C. **Green Solutions Encouraged.** – Prepare a narrative explaining any creative and innovative design solutions, including LEED Certified "green building" and sustainability.

## SECTION V. PROPOSAL REQUIREMENTS

Proposals must also contain the following:

1. A detailed account of proposed terms and purchase price for the property.
2. Resume´ of Proposer's previous experience identifying not less than five (5) years of experience directly related to the proposed use/project type.
3. Concept or theme that does not severely duplicate or compete with any other business but would add to and or complement the current market enhancing the vitality and vibrancy of Cocoa Village, if neighborhood commercial is proposed.
4. Time periods for commencing and completing construction, and opening for business.
5. Estimated development cost, and verifiable evidence of financial capability.
6. A design, with scaled drawings that demonstrates the project will meet design criteria required by current zoning requirements.
7. A colored rendering of the site and front, back and side elevations of building (s) and decorative structures such as hardscape features and entrance signs.
8. A primary contact name and numbers including phone, fax, and email.
9. A list of any previous CRA and/or City-project or project funded in whole or in part by the CRA and/or the City that the Proposer or any member of the Proposer's team was involved with, whether directly or indirectly.
10. A signed Proposal Form (Exhibit C).

## SECTION VI. PREFERRED PROPOSAL

The preferred proposal should provide:

(1) Information relating to the development and management team including but not limited to:

A. A description of the development team.

B. Be prepared, at some point in the review process to provide evidence of financial capacity to fund the project, supporting the Proposer's capability of undertaking this project.

C. A complete description of the Proposer's entity (corporation, partnership, etc.) and its board of directors, principles, managers and/or management team.

(2) A commitment to develop and operate a residential townhome development consistent with the highest and best use study referenced herein and that would incorporate the proposed development project within the historical Cocoa Village and Cocoa Waterfront Master Plan in scale and design. Further, the proposed development project should introduce compatible commercial uses within that portion of the site fronting on Florida Avenue.

(3) Documentation evidencing that the Proposers has relevant and significant experience in successfully producing the proposed project or projects similar to the proposed project. The documentation should include a detailed list of such projects and background information regarding each project so the scale and quality of the project(s) can be evaluated by the City and

the CRA.

**SECTION VII. INCENTIVES**

The Cocoa CRA and/or City may provide:

(1) Assistance with the application and receipt of any City regulatory approvals as required for site plan approval.

(2) Streetscape improvements within the right-of-way.

(3) Modifications to existing public utilities if necessitated by the City vacation of existing streets and alleys.

(4) The companion site for ancillary uses such as storm water management. Approved uses will be outlined in the binding development agreement required by this RFP

**SECTION VIII.**
**Proposers Q & A Vision Forum**
**9:00 A.M. Monday, February 5, 2018**

Cocoa City Hall 3rd Floor Conference Room

This will be an opportunity to attend a pre-proposal forum for the purposes of proposal vision casting and to address any Questions and Answers relative to the development of the proposal. Applicable City Staff will be in attendance. Relevant documents will be available on the CRA webpage.

**SECTION IX. PROPOSAL PACKAGE**

Please submit five (5) copies of the Proposal and one (1) electronic copy on CD in PDF format.

**SECTION X. DELIVERY**

Proposals should be marked "PROPOSAL FOR 915 FLORIDA AVE (FKA OAKS MOBILE HOME PARK) REDEVELOPMENT SITE" and delivered:

(1) By hand, courier, FEDEX or otherwise to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922, City of Cocoa, Florida; or

(2) By USPS mail to Purchasing Manager, at 65 Stone St., Cocoa, Florida 32922, City of Cocoa, Florida.

**SECTION XI. DEADLINE – 4:00 P.M. March 5, 2018**

Proposals received after the specified time and date **will not** be considered. The City and/or CRA will not be responsible for failure of the United States Postal Service, private courier, or any other delivery means to deliver a proposal to the appointed place at the specified time to be considered. The clock located in the lobby of the City Hall will be the official authority for determining late responses.

## SECTION XII. SELECTION

Proposals must meet the RFP selection criteria (Exhibit D). Staff shall review all qualified proposals and the proposal selected, if any, that is determined to be in the public interest for uses in accordance with the CRA's Redevelopment Plan. Qualified proposals will be presented to the Cocoa City Council and the Cocoa CRA Board for consideration of ranking all qualified proposals. The Proposer that has submitted the top ranked proposal will be asked to negotiate and approve a binding development agreement with the City and/or CRA. The City and the CRA reserve the right, at their sole discretion, with or without notice, to cease and/or commence negotiations with any of the Proposers that have submitted a ranked proposal at any time. In the event that the rankings of the City Council and the CRA Board differ, the rankings approved by the City Council will prevail for purposes of completing this RFP. Any binding development agreement shall be approved separately from the rankings by, and at the sole discretion of, the City Council of Cocoa and/or the Agency Board and shall depend on numerous factors including the Proposer's ability to accept the terms and conditions of a development project which the City and the CRA find desirable.

## SECTION XIII. DEVELOPMENT AGREEMENT

Subsequent to the award, the Proposer and the City and/or Cocoa CRA will be required to negotiate and enter into a binding development agreement setting forth the terms and conditions of the development project.

## SECTION XIV. INQUIRIES AND QUESTIONS; ANTI-LOBBYING PROVISION.

All inquiries, questions, requests for interpretation, correction, or clarification can be made to City of Cocoa Purchasing Manager, Sonja Hamilton, 321-433-8833, or email shamilton@cocoafl.org, or by FAX 321-433-8860. If it becomes necessary to revise or amend any part of this RFP, the Purchasing Manager will furnish the revision by written Addendum to all prospective Proposers who are recorded with the City as having received an original RFP.

**PROPOSERS AND PERSONS DESIRING TO RESPOND TO THIS RFQ ARE HEREBY NOTIFIED THAT ALL COMMUNICATIONS REGARDING THIS RFQ, WHETHER IN WRITING, ELECTRONIC, VERBAL, OR BY SOME OTHER MEANS, AND WHETHER MADE INDIRECTLY BY THIRD PARTIES OR DIRECTLY BY THE PROPOSER OR PERSON DESIRING TO RESPOND TO THIS RFP SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFQ FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFQ MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OR AGENCY MEMBERS, OR ANY SELECTION ADVISORY COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITTED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.**

## SECTION XV. CITY OF COCOA – COCOA CRA RESERVATIONS

The City of Cocoa and Cocoa CRA reserve the right to:

(1) Modify, waive, or otherwise vary the terms and conditions of this RFP at any time, including

but not limited to, deadlines for submission and proposal requirements.

(2) Reserves the right to hear presentations from the top ranked firm(s).

(3) Select one or more proposals to develop the entire site or a portion thereof; or award the developments rights for the site to more than one developer.

(4) Waive irregularities in the proposals.

(5) Reject or refuse any or all proposals.

(6) Cancel and withdraw this RFP at any time.

(7) Negotiate with any or all Proposers to obtain terms most beneficial to the Cocoa CRA.

(8) Accept the proposal which, in its sole and absolute discretion, best serves the interest of the City and Cocoa CRA.

**SECTION XVI. DISCLOSURES**

(1) Information contained in this RFP is believed to be reliable; however, interested parties should rely on their own experts for counsel.

(2) All proposals submitted to the City and Cocoa CRA are subject to public disclosure pursuant to Chapter 119, Florida Statutes. However, proposals will be exempt from public records disclosure for a period of time in accordance with Section 119.071, Florida Statutes. Furthermore certain exemptions to the public records law are also statutorily provided for under section 119.07, Florida Statutes and other applicable laws, for certain information such as "trade secrets". If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City and CRA will treat all materials received as public records.

(3) PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit a response for leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List. A person or affiliate on the Convicted Vendor List will not be considered under this RFP by the City and CRA.

(4) The City and CRA are not responsible for any expenses that Proposers or prospective Proposers may incur in preparing and submitting responses called for in this request. The City and CRA will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the respondent. The City and CRA will not be liable for any costs incurred by the respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.). Proposers are hereby advised that Proposers submit or consider submitting proposals under this RFP at their sole risk and that the City and CRA will not be liable or responsible for any claims for damages or equitable relief resulting from the City's and CRA's exercise of its discretion to approve or reject any proposal submitted in furtherance of

this RFP. Nothing contained in this paragraph or elsewhere in this contract is in any way intended either to be a waiver of the limitation placed upon the City's and CRA's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's and CRA's liability beyond the limits established in said Section 768.28 Florida Statutes.

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Exhibit “A”
Legal Description:

That portion of S.F. Travis Addition to Cocoa, according to the plat thereof as recorded in plat book 1, page 71, public records of Brevard County, Florida, bounded as follows – East of Hughlett Avenue (A 50 Foot wide right of way); South of Rosa L. Jones Drive (A 50 Foot wide right of way); West of Florida Avenue; and North of the South lines of the Northwest ¼ of the Southeast ¼ of Section 33, Township 24 South, Range 36 East;

And

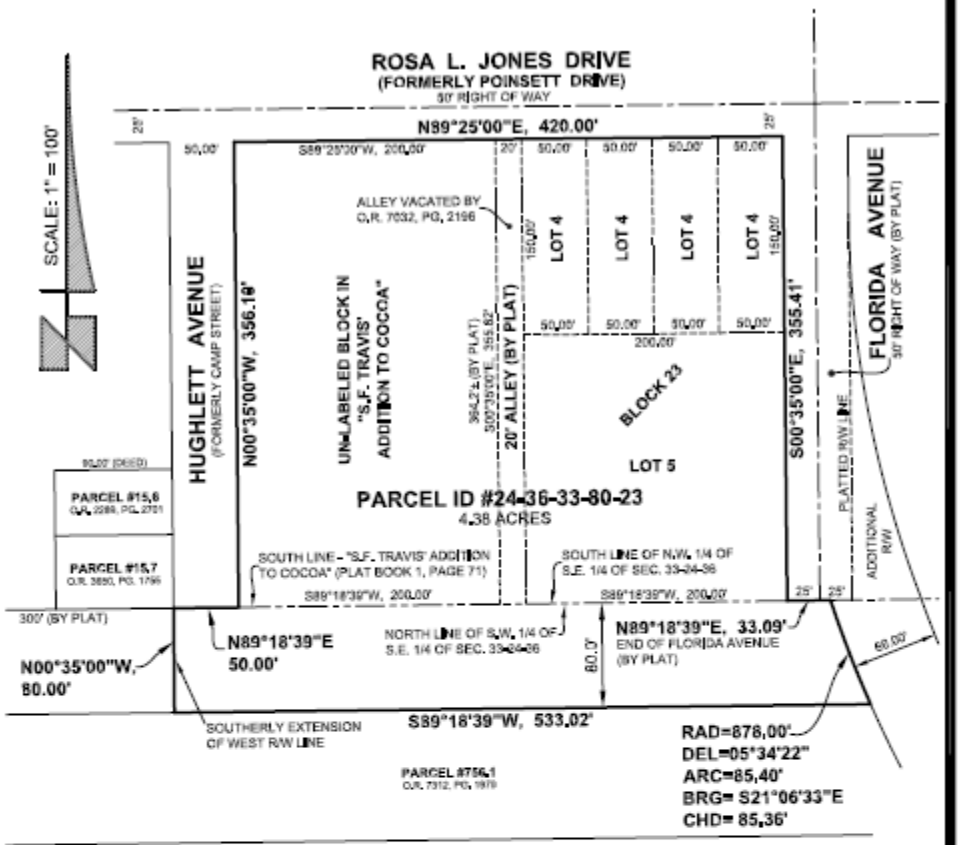
That portion of the North 80 Feet of the Southwest ¼ of the Southeast ¼ of Section 33, Township 24 South, Range 36 East, lying East of the southerly extension of the West right of way line of Hughlett Avenue (A 50 Foot wide right of way); and West of the West right of way line of Florida Avenue (A 66 Foot wide right of way as currently occupied).



**EXHIBIT B**
**Property Survey**

# SKETCH TO ACCOMPANY DESCRIPTION

THIS SKETCH IS NOT A "BOUNDARY SURVEY"




**DESCRIPTION(S):**

THAT PORTION OF **S. F. TRAVIS' ADDITION TO COCOA**, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 71, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA BOUNDED AS FOLLOWS - EAST OF HUGHLETT AVENUE (A 50 FOOT WIDE RIGHT OF WAY); SOUTH OF ROSA L. JONES DRIVE (A 50 FOOT WIDE RIGHT OF WAY); WEST OF FLORIDA AVENUE; AND NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST;

AND

THAT PORTION OF THE NORTH 80 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST, LYING EAST OF THE SOUTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF HUGHLETT AVENUE (A 50 FOOT WIDE RIGHT OF WAY); AND WEST OF THE WEST RIGHT OF WAY LINE OF FLORIDA AVENUE (A 66 FOOT WIDE RIGHT OF WAY AS CURRENTLY OCCUPIED).

DRAWN BY: RMP

CHK'D BY:

DATE: 10/9/17

JOB #: 17-125-3

SHEET 1 OF 1

PREPARED FOR & CERTIFIED TO THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW AND FOR THOSE SERVICES EXPRESSED HEREON. USE OF THIS DOCUMENT BY ANY PARTY OTHER THAN THOSE LISTED OR FOR PURPOSES OTHER THAN THOSE EXPRESSED WILL BE AT THE SOLE RISK OF THAT PARTY WITHOUT LIABILITY OF ANY KIND TO THIS SURVEYOR.

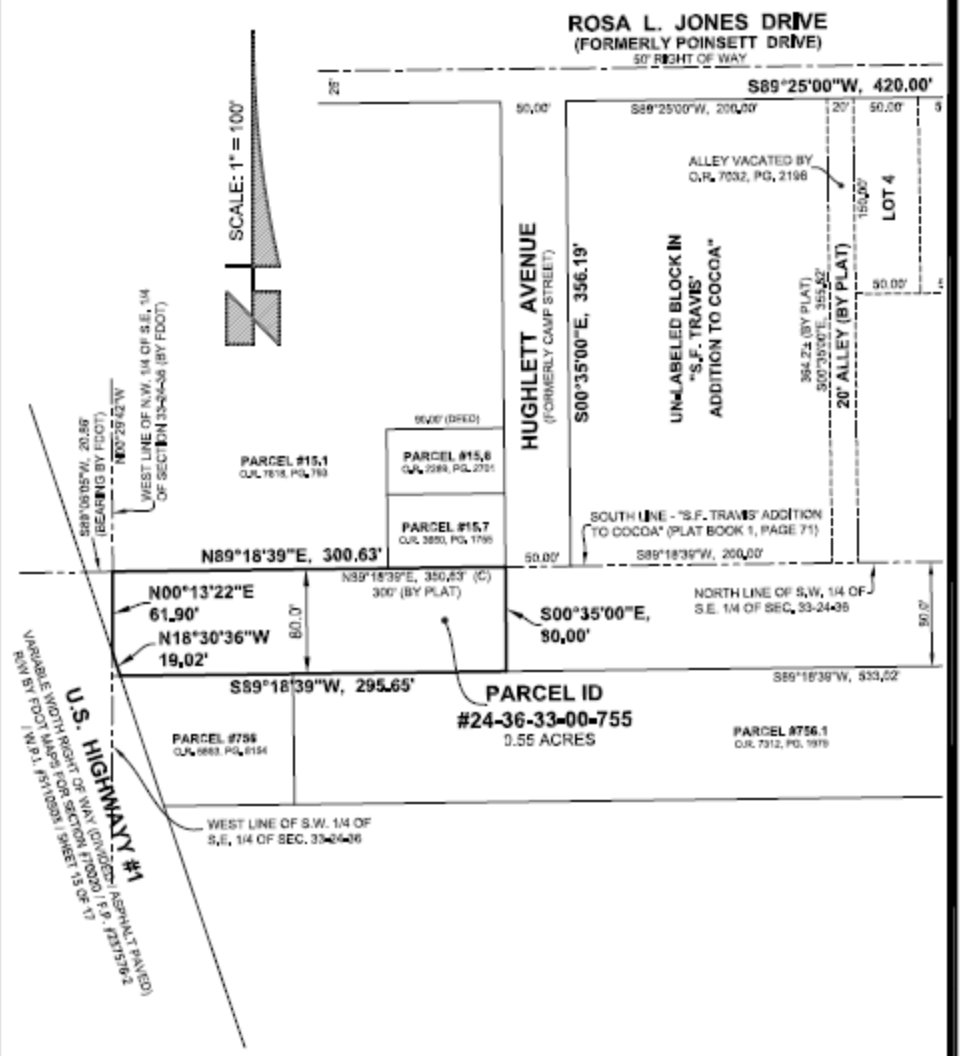
SKETCH & DESCRIPTION FOR

**CITY OF COCOA**


r.m. packard
surveying & mapping
197 BOUGAINVILLEA DRIVE
ROCKLEDGE, FLORIDA 32955
TEL.: (321) 632-6335

# SKETCH TO ACCOMPANY DESCRIPTION

THIS SKETCH IS NOT A "BOUNDARY SURVEY"




**DESCRIPTION:**

THAT PORTION OF THE NORTH 80 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 36 EAST, LYING EAST OF THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; AND WEST OF SOUTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF HUGHLETT AVENUE (A 50 FOOT WIDE RIGHT OF WAY) AS SHOWN ON THE PLAT OF **S. F. TRAVIS' ADDITION TO COCOA**, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 71, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;
LESS AND EXCEPT ANY PORTION LYING WITHIN THE RIGHT OF WAY OF U.S. HIGHWAY NO. 1.

DRAWN BY: RMP

CHK'D BY:

DATE: 10/9/17

JOB #: 17-125-3

SHEET 1 OF 1

PREPARED FOR & CERTIFIED TO THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW AND FOR THOSE SERVICES EXPRESSED HEREON. USE OF THIS DOCUMENT BY ANY PARTY OTHER THAN THOSE LISTED OR FOR PURPOSES OTHER THAN THOSE EXPRESSED WILL BE AT THE SOLE RISK OF THAT PARTY WITHOUT LIABILITY OF ANY KIND TO THIS SURVEYOR.

SKETCH & DESCRIPTION FOR

**CITY OF COCOA**

r.m. packard
surveying & mapping
197 BOUGAINVILLEA DRIVE
ROCKLEDGE, FLORIDA 32955
TEL.: (321) 632-6335

**EXHIBIT C**
PROPOSAL FORM

REQUEST FOR
PROPOSAL FOR
915 FLORIDA AVE (FKA OAKS MOBILE HOME PARK) REDEVELOPMENT SITE
**Monday January 22, 2018**

By submitting an RFP proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Proposer to submit this RFP package to the City of Cocoa and Cocoa Community Redevelopment Agency, and bind the Proposer to the terms and conditions of this RFP. The Proposer represents and warrants to the City of Cocoa and Cocoa Redevelopment Agency that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFP Package and all subsequently issued addendums. Further, Proposer certifies, represents, and warrants that all information contained in Proposer's RFP submittal is accurate and truthful and that the City of Cocoa and Cocoa Community Redevelopment Agency will rely on said information during the RFP process. Proposer further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City and the CRA in writing or verbally, shall be grounds for immediate disqualification. Additionally, Proposer agrees that the City of Cocoa and Cocoa Community Redevelopment Agency hall have the sole discretion to rank respondents to this RFP. The final ranking of the qualifications of all Proposers by the City and CRA do not guarantee that any of the highest ranked Proposers will be selected to develop the property required by this RFP.

_____
Name of Company/Organization

_____
Signature of individual submitting proposal for above Company/Organization

_____
Printed name of individual

_____
E-mail address

_____
Phone

_____
Fax

_____
Date

**EXHIBIT D**
Selection Criteria

**Proposer Name:** _____

**Evaluator:** _____

**Scale** **Weight**

| | | | |
|---|---|---|---|
| 1. | **Professional Abilities/Experience - 35 points** _____ **(0-35)** | | |
| | a. Relevant development/redevelopment experience | _____ (0-10) | **35%** |
| | b. Relevant Private/Public Partnership experience | _____ (0-5) | |
| | c. Relevant Experience of this project size and scope | _____ (0-10) | |
| | d. Ability/Capacity to Produce Services in a timely manner | _____ (0-10) | |
| 2. | **Financial Feasibility - 25 points** | _____ **(0-25)** | **25%** |
| | Sufficient evidence of financial ability | _____ (0-15) | |
| | Demonstration of project financial feasibility | _____ (0-10) | |
| 3. | **Concept Development/Overall Vision – 30 points** | _____ **(0-30)** | **30%** |
| | Meets Zoning and Cocoa Overlay District Requirements | _____ (0-10) | |
| | Creative/Innovative Design and sustainability solutions Meeting Cocoa CRA goals and objectives | _____ (0-10) | |
| | Vision is well thought out, will add value to Cocoa Village, and is likely to attract additional investment | _____ (0-10) | |
| **4.** | **Development Schedule – 10 Points** | _____ **(0-10)** | **10%** |
| | Project commencement (hard start) within 12 months | _____ (0-5) | |
| | Project Schedule Clearly Delineated | _____ (0-5) | |

**TOTAL SCORE:** _____ **RANK:** _____

**Comments/Justification:**

**Professional Abilities of Personnel**

_____

_____

_____

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**Approach to and Understanding of Scope of Service**

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**Location/Familiarity with City of Cocoa**

_____

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_____

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_____

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

January 31, 2018

**ADDENDUM #1**

To the Bidding/Contract Documents and Specifications:

**RFP # P-18-11-COC**

To All Plan Holders:

The following changes, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for the **915 Florida Avenue** project, as fully and completely as if the same were fully set forth therein.

1. Please disregard any reference to the Vision Forum on January 22nd, 2018. The Vision Forum is scheduled for February 5, 2018 at 9:00am. Further, the Vision Forum is not mandatory. However, bidders are encourage to attend the Vision Forum scheduled for February 5, 2018 at 9:00 am in order to obtain additional information regarding the subject property. Latecomers will be allowed to attend the Vision Forum, but the City will not repeat any information that was previously presented at the Vision Forum.

2. Section XI. Deadline on page 8 is corrected to read: 4:00 PM, March 5, 2018.

3. Final questions from prospective bidders regarding this RFP must be submitted no later than 4:00 PM, February 26, 2018. The City will endeavor to provide responses to questions within one (1) business day.

4. All other Bidding/Contract Documents and Specifications remain unchanged.

Please advise if you have additional questions or if further clarification is needed. I can be reached by phone or email at (321) 433-8833 or shamilton@cocoafl.org.

Sonja Hamilton
Purchasing Manager

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

February 6, 2018

**ADDENDUM #2**

To the Bidding/Contract Documents and Specifications:

**RFP # P-18-11-COC**

To All Plan Holders:

The following changes, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for the **915 Florida Avenue** project, as fully and completely as if the same were fully set forth therein.

1. Clarification to Exhibit "B" **Selection Criteria** is outlined as follows:

    1) Proposers should submit proposals consistent with existing zoning, otherwise their proposal may be disqualified, or lose substantial points in accordance with the selection criteria.
    2) In addition to submitting a Qualified Proposal that complies with existing zoning, Proposers may submit an additional Alternate Proposal that is not consistent with existing zoning, requiring a zoning change, and subject to review and approval of a zoning change by City Council.
    3) Proposals including an Alternate Proposal should provide amplifying information to support their case for the zoning change.

2. The **proposal review process** is outlined for clarification in the following steps:

    1) Staff will Review the Proposals for Consistency and Completeness.
    2) If there are any questions for the Proposers, those Questions and Answers will be routed through the Purchasing Manager.
    3) Staff will review and rank the proposals in accordance with the Scoring Criteria in the RFP package.
    4) Staff will provide their scored rankings sheet with an award recommendation to the CRA Board.
    5) The CRA Board can elect to either accept the staff recommendation or reject staff's recommendation, rank, and select the proposal for recommendation for award.
    6) The CRA Board will makes its recommendations to City Council.

7) City Council can elect to either accept the CRA recommendation or rank the proposals on their own. The City Council and Cocoa Redevelopment Agency have the sole discretion to rank respondents as they deem in the best interests of the City of Cocoa.
8) After a Proposal is awarded by City Council, Staff will enter into negotiations with the developer and a Development Agreement will be drafted.
9) Both the CRA Board and the City Council will then review the Development Agreement and either accept it, reject it, or make recommendations for modification.
10) Once the Development Agreement is executed by all parties, any remaining due diligence will be completed and the acquisition and development process shall begin.

3. All other Bidding/Contract Documents and Specifications remain unchanged.

Please advise if you have additional questions or if further clarification is needed. I can be reached by phone or email at (321) 433-8833 or shamilton@cocoafl.org.

Sonja Hamilton
Purchasing Manager

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8833

February 12, 2018

**ADDENDUM #3**

To the Bidding/Contract Documents and Specifications:

**RFP # P-18-11-COC**

To All Plan Holders:

The following changes, additions, replacements, clarifications and/or deletions are made a part of the Bidding Documents and Specifications for the **915 Florida Avenue** project, as fully and completely as if the same were fully set forth therein.

1. Within this addendum is one (1) question and answer submitted between 12/21/17 and 1/12/18.

2. All other Bidding/Contract Documents and Specifications remain unchanged.

Please advise if you have additional questions or if further clarification is needed. I can be reached by phone or email at (321) 433-8833 or shamilton@cocoafl.org.

Sonja Hamilton
Purchasing Manager

(Erin Schlitts, Feb 7, 2018)

1. Section 18 of the zoning code (Commercial Core) states that the Max Floor Area Ratio is 2.0, but the code handout that was provided as the vision forum states 1.0. Where does the 1.0 come from?

Answer: Please refer to the City of Cocoa's Comprehensive Plan, Future Land Use Element. Figure FLU-1, "Standards for Future Land Use Categories" The handout was prepared based on this table. The table shows 1.0 and then it is Footnoted number 3. In

the footnotes for number 3 it says “Maximum Far in the Cocoa RDA is 2.0 and a bonuses may permit up to an additional 2.5 FAR in the Central Business District outside the Cocoa Village Overlay district.” (This property is NOT in the CBD and NOT outside of the RDA.) However it does also state that an additional 25 units per acre may be achieved in certain areas with the Cocoa RDA.”

2. Section 18 of the zoning code (Commercial Core) refers to Article XI Section 6 for regulations on multifamily development in the CC zone, but the table of performance standards in Section 6 is not consistent with the code handout provided at the vision forum. Is there somewhere else I should be looking to find the development standards for multifamily (either townhouse or apartments) in the CC zone?

Answer: Section 6 is the RU-2-25 Multi-family dwelling District Zoning, these are the standards. The handout was designed to address basic information for mixed use development consistent with the RFP. So if there are discrepancies I apologize.

(Erin Trauger, Feb 8, 2018)

3. Is it a possibility to get the AutoCAD file for the survey that was completed for the site and included in the RFP?

Answer: www.choosecocoa.org/DocumentCenter/View/436

2. I assume that since this is redevelopment that the site will be required to provide 1" of pre-treatment for stormwater treatment but I wanted to confirm that and double check the site will not be required to address attenuation for a pre-development vs. post development storm event. Could the City please confirm the stormwater design constraints for the development at this site?

Answer:

EXHIBIT A

Sec. 18. - District and Intent—C-C, Core Commercial District.

The provisions of this district are intended to apply to the core area as described in the city's adopted redevelopment plan, an area generally bounded on the north by Mitchell Street, on the east by Forest Avenue and Brunson Boulevard, on the south by the city limits and on the west by U.S. 1. Uses are based on the redevelopment plan and are intended to be low to medium intensity commercial, office and professional uses, in areas located adjacent to and between major transportation corridors. The permitted uses and design and development standards are intended to promote major developments of high quality, including medium density multi-family housing, office parks, village commercial, institutional uses and significant open space areas. It is intended that "performance standards" control the permissible type, density or intensity, mix of development and design and development standards. All development in the Core Commercial District shall be required to submit a site plan and obtain approval pursuant to article XIII, section 1 of this zoning ordinance.

(A) PRINCIPAL USES AND STRUCTURES. The following uses and structures are permitted for any use or group of uses that are developed, either separately, or as a unit with certain site improvements shared in common:

(1) Professional offices.

(2) Dental clinics, medical offices laboratories.

(3) Financial institutions.

(4) Business services.

(5) Restaurants (bars and lounges allowed only as an accessory use to restaurant).

(6) Personal service establishments.

(7) Retail commercial.

(8) Public and private automobile parking.

(9) Recreational and cultural facilities.

(10) Hotel/motel uses.

(11) Public benefit uses.

(12) Private clubs in conjunction with a mixed-use, commercial or hotel use.

(13)

That specific use of land and structures existing as of the date of the adoption of this ordinance provided such use was a permitted use in the CW District. The city's local business tax receipt records shall constitute primae facie evidence of the specific use in operation at the time of adoption of this ordinance.

Two (2) other classifications of use would be permitted under this subsection as follows:

a. Warehousing and wholesaling in a completely enclosed structure(s).

b. Service and repair establishments limited to dry-cleaning and laundry plants, business services, printing plants, welding shops, and light assembly/manufacturing. Such use(s) of land/structures would terminate upon conversion to any other permitted use in this section.

(B) ACCESSORY USES AND STRUCTURES.

(1) Customary accessory uses clearly incidental and subordinate to the principal uses and in keeping with the commercial character of the area, including warehousing but only as an accessory to a retail commercial use.

(C) SPECIAL EXCEPTIONS.

(1) Multiple-family dwellings as regulated in article XI, section 6, RV-2-25 Multiple-Family Dwelling District, provided, however, that, multiple-family uses may be developed in conjunction with nonresidential uses.

(2) Churches and schools.

(3) Parks and green areas.

(4) Sewer lift stations.

(5) Child care centers.

(6) Service stations as regulated in section 12, C-G (C)(2), except that all repair services shall be within an enclosed structure.

(7) Utilities.

(8) Bed and breakfast establishments as regulated by article XIII, section 24, Bed and breakfast establishments.

(9) Telecommunication towers and antennas, pursuant to article XIII, section 26.

(10) Craft breweries, with a bar and/or lounge area as an accessory use, subject to the following:

a. Onsite production shall be limited to beer only; and

b. Bar and lounge areas associated with the brewery shall be permitted but shall not exceed 50 percent of the total square footage of the operation; and

c. Bar and lounge areas associated with the brewery may serve beer and wine, only; and

d. No alcohol consumption, other than that associated with the bar and lounge area, shall be permitted on-site; and

e. All materials and supplies related to the brewery operation shall be stored in an enclosed structure.

(D) PROHIBITED USES AND STRUCTURES.

(1) Manufacturing and industrial uses, freight transportation terminals, storage warehousing, and other activities of a similar nature.

(2) Any use requiring outside storage of materials.

(3) Warehousing.

(4) Single-family homes and duplexes.

(5) Automotive repair establishments and automotive sales.

(6) Heavy commercial uses such as welding shops, paint and body shops, etc., and other uses not specifically or provisionally permitted herein, and any use not in keeping with the character of the district.

(7) Package stores.

(E) PERFORMANCE STANDARDS REQUIREMENT. No building, structure or land shall be used or occupied except in conformance with the performance standards as set forth herein. All minimum performance standards applicable to a use must be met, unless a variance or special exception is granted pursuant to article XVII, sections 2 and 3 of this ordinance. The performance standards set forth herein shall be implemented through the site plan approval process set forth in article XIII, section 1 of the zoning ordinance which shall apply to all uses in this zoning district.

(F) TABLE OF PERFORMANCE STANDARDS.

| | Performance Standard | Minimum Requirement |
|---|---|---|

| | | |
|---|---|---|
| (1) | Minimum Lot Area | 10,000 square feet |
| (2) | Minimum Lot Width | 100 feet |
| (3) | Minimum Lot Depth | 100 feet |
| (4) | Maximum Building Height | Unlimited |
| (5) | Minimum Yards: | |
| | Front | 20 feet |
| | | 30 feet for lots fronting on Forest Avenue and Florida Avenue |
| | Side (Interior) | 5 feet |
| | Side (Corner) | 15 feet |
| | Rear | 10 feet |
| (6) | Maximum Floor Area Ratio | 2.0 |
| (7) | Minimum Parking Requirement | Pursuant to article XII, Off-street Parking and Loading Regulations, provided, however, that mixed-use developments may be allowed a reduction in parking upon a request by the applicant and subject to the approval of the city council through the site plan approval process. |
| | | |

| | | |
|---|---|---|
| (8) | Fencing | Pursuant to article XIII, section 5 and article XIII, section 3(C); provided, however, that no fencing shall be allowed on the front fifty (50) feet of the property, or within a side corner setback, or in the case of double frontage lots, within twenty-five (25) feet of the designated rear side of the property. |
| | | |
| (9) | Landscaping | Pursuant to article XIV, Landscape Requirements and other applicable sections of the zoning ordinance. |
| | | |
| (10) | Pedestrian Access | All developments must provide pedestrian access to the front of the building by sidewalk. |
| | | |
| (11) | Vehicular Access | Pursuant to article XIII, section 4. |
| | | |
| (12) | Residential Development in C-C Zoning District | Pursuant to article XI, section 6. |
| | | |
| (13) | Minimum Floor Area Per Sleeping Unit for hotel/motel development | 400 square feet. |
| | | |
| (14) | Buffer to Adjacent Residential District | Pursuant to article XIII, section 3(C). |

(Ord. No. 25-85, § 1, 10-22-85; Ord. No. 7-88, § 8, 3-8-88; Ord. No. 17-89, § 6, 12-22-89; Ord. No. 16-90, § 6, 6-12-90; Ord. No. 22-90, § 4, 9-24-90; Ord. No. 4-98, § 2, 1-27-98; Ord. No. 16-2008, § 8, 7-22-08; Ord. No. 03-2016 , § 2, 3-22-2016)

**Prepared by and return to:**
**Anthony A. Garganese, City Attorney**
**Garganese, Weiss, D'Agresta & Salzman, P.A.**
**P.O. Box 2873**
**Orlando, Florida 32802**
**(407) 425-9566**

**DRAFT 8/23/2018**

# CITY OF COCOA
# REDEVELOPMENT PROJECT AGREEMENT

**THIS REDEVELOPMENT PROJECT AGREEMENT** (this "Agreement") is entered into as of the ____ day of_____, 2018 (the "Effective Date"), by and between the **CITY OF COCOA**, a Florida municipal corporation (the **"City"**), and **THE VILLAS OF COCOA VILLAGE, LLC**, a Florida limited liability company **("Villas of Cocoa"**).

## STATEMENT OF PURPOSE

**WHEREAS,** the City is the owner of certain property with an address of 915 Florida Avenue, Cocoa, Florida, located at the intersection of Florida Avenue and Rosa L. Jones Avenue, being more particularly described on **Exhibit "A",** attached hereto and incorporated by this reference (the **"Property"**); and

**WHEREAS,** the Property is located with the Redevelopment Area of the City of Cocoa Redevelopment Agency (the **"Agency"**) and the City acquired the Property for redevelopment purposes in accordance with the Florida Community Redevelopment Act of 1969 (the **"Act"**); and

**WHEREAS,** on January 22, 2018, the Agency issued a request for proposal (which was titled Purchase of Real Estate and Development of Real Property for 915 Florida Avenue, RFP # P-18-11-COC (the **"RFP"**)) soliciting proposals from interested parties to redevelop the Property for purposes of the Agency making a recommendation to the City to redevelop the Property in accordance with the Agency's Redevelopment Plan; and

**WHEREAS,** Villas of Cocoa responded to the RFP by submitting a written proposal to the Agency, dated March 5, 2018 (**"Proposal"**); and

**WHEREAS,** on April 10, 2018, the Agency at a duly held public meeting recommended that the Villas of Cocoa be awarded the RFP, as the developer, for purposes of commencing negotiations with the City regarding an agreement for the redevelopment of the Property in accordance with the Proposal; and

**WHEREAS,** based on those negotiations, the City and Villas of Cocoa desire that the Property be redeveloped into a mixed-use development consisting of 64 residential townhouses and a signature multi-story commercial building consistent and compatible with the aesthetic architectural

and urban theme of Cocoa Village, and in furtherance of the Agency's Community Redevelopment Plan, the Cocoa Waterfront Master Plan, and the Act; and

**WHEREAS,** the City and Villas of Cocoa desire that the Property be expeditiously redeveloped for the betterment of the Redevelopment Area in strict accordance with the development schedule and time periods required by this Agreement; and

**WHEREAS,** in furtherance of this desire, the City desires to approve the proposed redevelopment plan proposed by Villas of Cocoa under the condition that Villas of Cocoa has agreed to perform under the terms and conditions set forth herein; and

**WHEREAS,** the purpose and intent of this Agreement is to establish the terms under which the City will convey the Property to Villas of Cocoa, and Villas of Cocoa will develop the Property in accordance with this Agreement, for the purposes of promoting the public health, safety, convenience and prosperity of the residents of the City, eliminating conditions of blight that have impaired the sound and orderly development of the City, promoting economic and commercial activity within the Agency's Redevelopment Area and the City, enhancing housing and employment opportunities in the Redevelopment Area and City, and increasing property values and enhancing tax revenues.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties, the parties hereto agree as follows:

1. ***Recitals.*** The foregoing recitals are true and correct and are hereby fully incorporated herein by this reference.

2. ***Approval of Mix Use Conceptual Development Plan.*** In accordance with the terms and conditions of this Agreement, Villas of Cocoa represents and warrants to the City that it will expeditiously redevelop the Property, at its expense, into a mixed-use residential townhouse and signature commercial building project generally consisting of sixty-four (64) for sale and fee simple townhouse units and one commercial, multi-story commercial building on the corner of Florida Avenue and Rosa L. Jones Avenue (the **"Project"**). The Project townhouse units shall range in size from 1,200 to 2,000 square feet of air conditioned space and be a mix of two and three story buildings with detached or attached two car garages, optional roof top decks, optional private court yard with or without pool and green landscape areas. The Project commercial, multi-story commercial building shall consist of a minimum floor area of _____ square feet of air conditioned space. The Project shall be developed consistent with the Proposal, which consists of a proposed concept site plan and aesthetic building elevations and other architectural renderings that are attached hereto and fully incorporated herein as **Exhibit "B"** (the **"Conceptual Development Plan"**). The Conceptual Development Plan shall be subject to final engineering, subdivision and site plan approval by the City, and may be subject to reasonable adjustments and conditions by the City in order to bring the Project into compliance with the City Code of Cocoa (the **"City Code"**). In addition, development of the Project shall be consistent and compatible with the aesthetic architectural and urban theme of Cocoa Village, and in compliance with the Agency's Community Redevelopment Plan, the Cocoa Waterfront Master Plan, the City Code, and the Act.

3. ***Site Plan and Plat Approval Process.*** Within three (3) months from the Effective Date of this Agreement, Villas of Cocoa, at its expense, shall prepare and file all required applications, information, and engineering plans with the City of Cocoa that are necessary to obtain final site plan and preliminary plan/plat approval for the Project consistent with the Conceptual Development Plan. Villas of Cocoa shall diligently pursue and complete, in good faith, final approval of the site plan and preliminary plan/plat within six (6) months of the Effective Date of this Agreement. If Villas of Cocoa fails to obtain such final approval from the City (a/k/a - a final development order) within the aforesaid six (6) months, the City shall have the right to declare Villas of Cocoa in default pursuant to Paragraph 9 of this Agreement. If Villas of Cocoa does not cure the default within the cure period, the City shall have the right, but not obligation to, terminate this Agreement without penalty.

**A.** ***Plat requirements.*** For purposes of implementing the conveyance and construction phase of the Project under this Agreement, as well as securing the City's overriding and legitimate public interest in ensuring the Property is redeveloped in accordance with the Act and terms and conditions of this Agreement, the Property will be preliminarily platted into two (2) primary areas. The townhouse area shall be platted into sixty-four (64) townhouse lots (**"Townhouse Lots"**) and the commercial area shall be platted as one single commercial lot (**"Commercial Lot"**). All common areas shall also be depicted on the preliminary plan/plat. All lots and common and dedicated areas shall be adequately dimensioned and configured by legal description to accommodate the Conceptual Development Plan and to meet the requirements of the City Code. The final configuration of the Project including, but not limited to, the Townhouse Lots, Commercial Lot, common areas, and dedicated areas shall be depicted and legally described on the final plat as required by the City. Pursuant to Section 18-30 of the City Code, Villas of Cocoa shall file a final plat with the City for approval in compliance with the requirements of the City Code no later than one (1) year after the preliminary plan/plat was approved by the City. The recording of the final plat shall be contingent upon the conveyance of the Property to the Villas of Cocoa pursuant to Paragraph 4 of this Agreement.

**B.** ***Property Association; Architectural Covenants.*** No later than final plat approval for the Project, Villas of Cocoa shall, at its expense, form and incorporate a non-profit property owners' association in accordance with Chapter 720, Florida Statutes. The final plat shall include such language as the City may deem necessary to reflect the association's responsibilities. The association shall be responsible for operation, maintenance, and control of all common areas and common facilities, including stormwater retention facilities, common drive aisles, landscaping, and open space**,** all as depicted on the final site plan and preliminary/final plat approved by the City. All persons acquiring a Townhouse Lot subsequent to the Effective Date of this Agreement shall be members of the property owners' association. Villas of Cocoa may from time to time add additional covenants and restrictions or make changes in association by-laws as may be required by Villas of Cocoa or the City to guarantee that the Property will be developed in accordance with the terms and conditions in this Agreement. Villas of Cocoa shall also impose architectural review covenants and restrictions for the Property to be administered by the association. The architectural review covenants and restrictions shall require all buildings on the Property to be constructed and maintained in compliance with the architectural styles as depicted and described in the Conceptual Development Plan.

**C. Project Enhancements.** In consideration of the mutual promises made herein by the parties, and the City agreeing to sell the Property to the Villas of Cocoa at the Purchase Price, which is below appraised value, Villas of Cocoa agrees to incorporate the following development enhancements into the final site plan and/or preliminary plan:

(1) Villas of Cocoa shall design, permit and construct on-street parking as depicted on the Conceptual Development Plan. Specifically, on-street parking shall include fifteen (15) public parking spaces on Hughlett Avenue, two (2) public parking spaces on Florida Avenue and two (2) public parking spaces on Rosa L. Jones. The construction of the on-street public parking spaces shall be conditioned upon a permit issued by the City and shall satisfy the requirements of the City Code.

(2) Six (6) of the Townhouses constructed by Villas of Cocoa under this Agreement shall be initially offered for sale, and sold, by Villas of Cocoa at price points suitable for persons or families of low and moderate income. Prior to entering into a contract for sale and purchase of any of the townhouse units in furtherance of the requirements of this subparagraph, Villas of Cocoa shall have the buyer's (person or family) income qualified as low and moderate income through the City's Housing Program. For purposes of this subparagraph, the term "low and moderate income" shall have the same meaning as that term has under the City's CDBG Program.

(3) All internal roads of the Project shall be designed, permitted and constructed to meet the City's minimum standards for City streets as set forth in the City Code.

(4) All stormwater facilities required to support the Project shall be designed, permitted and constructed by Villas of Cocoa to take additional off-site stormwater water flows from the City to the maximum extent feasible. The amount of additional off-site stormwater flows shall be determined based on a feasibility analysis conducted by Villas of Cocoa's stormwater engineer working in fully cooperation with the City. The feasibility analysis shall be reported to the City in writing prior to submitting any required stormwater permit applications to the St. Johns River Water Management District. Upon receipt of the written report, the City and the Villas of Cocoa shall meet and agree upon the estimated amount of off-site stormwater flows will be discharged to the stormwater facilities constructed for the Project. The off-site stormwater flows shall be incorporated into the Villas of Cocoa stormwater permit application submitted to the District for the Project, and upon being permitted by the District, the stormwater facilities shall be constructed by the Villas of Cocoa at its expense. Stormwater facilities for the Project shall be maintained by the Villas of Cocoa until such time the Project is turned over to the association. Upon turnover to the association, the association shall maintain the stormwater facilities. For purposes of accommodating the City's off-site stormwater flows, the Villas of Cocoa agrees to grant stormwater easements to the City upon such portions of the Property on which the stormwater facilities are constructed. The easements shall be in a form deemed reasonably acceptable to the City Attorney. The intent and purpose of this subparagraph is to provide additional stormwater capacity located on the Property that the City could use to address other public stormwater needs in the surrounding area especially on the portion of the Property that is located within the incorporated city limits of Rockledge.

(5) All utilities constructed on the Property including, but not limited to, electric, water, sewer, cable, phone, fiber optics, natural gas and other similar kinds of utilities to service the Property shall be constructed underground unless otherwise necessary to be above ground and approved by the City.

(6) The Project shall incorporate the use of energy efficient lighting systems, insulation and ENERGY STAR rated windows, low-flow water fixtures, modern heat pumps, energy efficient HVAC systems, and optional roof top solar panels.

4. ***Conveyance of Property; Closing Terms.*** No sooner than the date that Villas of Cocoa obtains final site plan and preliminary plan/plat approval for the Project from the City, Villas of Cocoa may request that the City convey the Property to the Villas of Cocoa. Conveyance shall be required before Villas of Cocoa commences any construction on the Property and shall occur under the following conditions:

A. ***Notice.*** Villas of Cocoa shall provide the City a written notice requesting conveyance of the Property (the **"Conveyance Notice"**).

B. ***Financing and Construction Commitments.*** As a condition precedent to the City's obligation to convey the Property, as required by this Paragraph 4, Villas of Cocoa shall provide and deliver to the City the following prior to closing:

(1) ***Financing.*** Written proof of a binding financing commitment to construct the applicable portion of the Project from a bona fide lending institution, private lender or equity group indicating that the Project has been financed to commence and complete construction in accordance with the terms and conditions of this Agreement. Such proof shall also include any documentation of proof of pre-sales or pre-leasing associated with the financing secured as referenced above and of any personal or business guarantees or collateral to be used to obtain the financing commitment.

(2) ***Performance Bonds.*** Written proof of a performance bond or other surety by the Project's general contractor for the completion of the construction of the Project, in a form acceptable to the lending institution, private lender, or equity group financing the Project construction. Further, to the extent that the general contractor will be making public improvements on the Property or adjacent property owned by the City, proof of a performance bond or other surety by the general contractor listing the City as an oblige/beneficiary, as their interests may appear, securing the completion of the construction of the public improvements. Such bond or to other surety shall be in a form acceptable to the City as their interests may appear.

C. ***Closing Terms.*** The following closing terms shall apply with respect to the conveyances:

(1) Unless otherwise agreed to by the parties in writing, the closing date for conveyance of the Property by the City to Villas of Cocoa shall be sixty (60) days from the applicable Conveyance Notice unless the Villas of Cocoa fails to satisfy the condition precedents set forth in this Paragraph 4. If Villas of Cocoa fails to satisfy the condition precedents within said sixty

(60) day time period, the City shall have the right to declare Villas of Cocoa in default pursuant to Paragraph 9 of this Agreement. If Villas of Cocoa does not cure said default within the cure period, the City shall have the option to terminate the conveyance and/or this Agreement without penalty. The City shall convey the Property to Villas of Cocoa pursuant to a special warranty deed subject to payment of the Purchase Price made payable by the Villas of Cocoa to the City pursuant to Paragraph 6 of this Agreement. Said deed shall set forth the development covenants required by Paragraph 5 of this Agreement which shall be binding upon the Property. Documentary stamps on the special warranty deed shall be the expense of Villas of Cocoa. Villas of Cocoa shall pay for the cost of recording curative instruments, the title insurance commitment, and the Owner's policy if issued, and recording of the deed. Each party shall pay their respective attorney's fees.

(2) Except as otherwise provided for herein, Villas of Cocoa shall accept the Property in "as-is" condition subject to the terms and conditions of this Agreement and the final plat and development covenants required by Paragraph 5 of this Agreement. The City shall not be liable to Villas of Cocoa for any condition of the Property.

(3) The City shall obtain at Villas of Cocoa's expense within fifteen (15) days from the Notice Date, a commitment for an Owner's Title Insurance Policy (ALTA FORM B-1970) from Old Republic National Title Company (the **"Title Company"**), agreeing to insure title to the Property in an amount equal to the Purchase Price, and subject to: no exceptions other than those matters herein permitted; those which will be discharged prior to or at Closing; and the standard printed exceptions and exclusions from coverage customarily contained in an Owner's Policy from the Title Company. The City shall provide the Villas of Cocoa a copy of the title commitment upon receipt of same. Villas of Cocoa shall have twenty (20) days to examine the commitment and tender any objections thereto. At closing, Title Company shall provide Villas of Cocoa standard "gap" coverage in the custom as established by title insurance practices in Florida. Subsequent to closing, Title Company, at Villas of Cocoa's expense, shall provide an owner's title policy showing title up to and including the recording of the deed delivered at closing, said policy showing the continuation of good and marketable title in the City to the moment of recording the special warranty deed and subject only to the Permitted Exceptions and any matters created at closing.

(4) If the title commitment discloses unpermitted exceptions or matters that render the title non-marketable, City, at its option, shall have forty-five (45) days from the date of receiving written notice of defects from Villas of Cocoa within which to have the exceptions removed from the commitment or the defects cured to the reasonable satisfaction of Villas of Cocoa. In such event, the time of closing shall be thirty (30) days after delivery of the commitment or the time expressly specified in this Agreement, whichever is later. If the City fails to have the commitment exceptions removed or the defects cured within the specified time, Villas of Cocoa may terminate this Agreement or Villas of Cocoa may elect, upon notice to the City within ten () days after the expiration of the ninety (90) day curative period, to take title as is notwithstanding such exceptions or title defects.

(5) Notwithstanding anything herein contained to the contrary, the City shall exercise reasonable diligence in the curing of any defects in title, including the payment and discharge of any liens or encumbrances affecting the title status of the Property.

(6) Villas of Cocoa shall take title subject to zoning, restrictions and prohibitions imposed by governmental authority which would not inhibit, restrict or prohibit redevelopment of the Property consistent with the terms and conditions of this Agreement. No other restrictions and/or easements shall affect the title except for this Agreement and the final plat and development covenants required by Paragraph 5 of this Agreement.

5. ***Development Covenants.*** The following development covenants in favor of the City shall be set forth in the special warranty deed conveying any portion of the Property from the City to Villas of Cocoa:

A. The Property shall be maintained and used as a townhouse and commercial development consistent with the terms and conditions of this Agreement and compatible with the aesthetic architectural and urban theme of the Cocoa Village, and that the owner of the Property shall be obligated to devote the Property to the uses and development specified in this Agreement and the City's Community Redevelopment Plan, as may be amended from time to time.

B. The covenants shall provide that Villas of Cocoa is without the power to sell, lease, or otherwise transfer the Property without the prior written consent of the City until such time that Villas of Cocoa has completed the construction of any or all public and private infrastructure improvements which Villas of Cocoa has obligated itself to complete pursuant to this Agreement. Notwithstanding this provision does not apply to the sale of townhouse units that have been issued a certificate of occupancy by the City.

C. Except for the first mortgage required by Villas of Cocoa's primary lender on the Project, Villas of Cocoa shall not encumber the Property with any other mortgage, lien, easements, or other encumbrance without the prior written consent of the City until such time the Project has been completed. Notwithstanding this provision does not apply to mortgages, liens, easements or other encumbrances that may be recorded on townhouse lots after the townhouses have been issued a certificate of occupancy and conveyed by Villas of Cocoa to bona fide third party buyers.

D. The covenants shall run with the land and be binding upon any subsequent owners of the Property. Further, the covenants shall provide that the City shall have the right to enforce the covenants against any owner of the Property in accordance with any and all applicable legal or equitable remedies afforded the City by law. Such remedies shall include the City's and City of Cocoa's right to seek reimbursement for reasonable attorney's fees and costs incurred by the City to enforce the covenants in a court of competent jurisdiction through all appellate court proceedings.

E. The Commercial Lot shall be subject to a reversionary interest in favor of the City in accordance with the construction performance terms and conditions required of the Villas of Cocoa pursuant to Paragraph 7(C).

6. **Purchase Price of Property; Valuation**. The City and Villas of Cocoa agree that based on a recent appraisal obtained by the City from Tuttle-Armfield-Wagner Appraisals and Research, the market value of the Property (as of September 17, 2017) is $780,000.00. However, in furtherance of the public benefits being provided under this Agreement as a result of the redevelopment of the Property, the City and Villas of Cocoa agree that the purchase price for the

Property shall be Seven Hundred and Fifty Thousand and no/100 Dollars. ($750,000.00) (the **"Purchase Price"**).

7. **Construction/Development Schedule.** Time is of the essence in constructing the Project strictly in accordance with the following construction/development schedule:

A. ***Infrastructure and Off-Site Improvement Development.*** Within one (1) year of the Effective Date of this Agreement but no sooner than after the preliminary plat is approved by the City, Villas of Cocoa shall substantially commence construction of all roadway and utility improvements required by the City for the Project to service the capacity requirements of the full build-out of the Property for potable water, reuse, sewage, stormwater, electrical and other required utility services. The roadway and utility improvements shall be constructed in a single phase and at Villas of Cocoa's expense. Further, all roadway and utility improvements shall comply with applicable local and state regulations and the City Code. If Villas of Cocoa fails to substantially commence construction (defined as the roadway and utility infrastructure improvements actually being constructed and installed on or for the benefit of the Property pursuant to applicable City building permits beyond excavation) within said time period, the City shall have the right to declare Villas of Cocoa in default of the roadway and infrastructure requirements set forth in this subparagraph 7(A) pursuant to paragraph 9 of this Agreement.

B. ***Townhouse Lots and Common and Dedicated Areas.***

(1) Within fifteen (15) months of the Effective Date of this Agreement but no sooner than completion of the public and private infrastructure and off-site improvements required under Section 7(A), Villas of Cocoa shall substantially commence vertical construction (defined as the principal building and vertical structural elements thereof being constructed on the Townhouse Lot pursuant to applicable City building permits beyond foundation footings, pilings and slabs, utility infrastructure, and outside improvements such as streetscape, landscaping, fences, and detached structures including garages) of at least thirty-two (32) of the townhouse units. Villas of Cocoa shall obtain a final certificate of occupancy issued by the City for the thirty-two townhouse units within twenty-four (24) months of said Effective Date. If Villas of Cocoa fails to substantially commence vertical construction of, or obtain a final certificate occupancy for, the thirty-two townhouse units within said time periods, the City shall have the right to declare Villas of Cocoa in default pursuant to Paragraph 9 of this Agreement.

(2) In conjunction with the townhouse construction required in Paragraph 7(B)(1), Villas of Cocoa shall construct and complete all common area amenities for the Project in accordance with the final site plan approved by the City including the center court yard and usable open space and recreational areas.

(3) Villas of Cocoa shall construct and complete the additional required thirty-two (32) townhouse units at such time as market conditions are favorable for said construction.

C. ***Commercial Lot.*** No later than eighteen (18) months from the Effective Date of this Agreement, Villas of Cocoa shall obtain all development permits in order to promptly substantially commence and complete vertical construction (defined as the principal building and vertical structural elements thereof being constructed on the Commercial Lot pursuant to applicable

City building permits beyond foundation footings, pilings and slabs, utility infrastructure, and outside improvements such as streetscape, landscaping, fences, and detached structures including garages) of the multi-story commercial building on the Commercial Lot. If Villas of Cocoa fails to comply with the aforementioned requirements, the City shall have the right to declare Villas of Cocoa in default of the Commercial Lot obligation pursuant to Paragraph 9 of this Agreement. If Villas of Cocoa does not cure said default within the cure period, the City shall have the right, but not obligation, to immediately require Villas of Cocoa to convey the Commercial Lot back to the City, free and clear of any and all mortgages, liens and any other encumbrance other than the final plat, by providing written notice to Villas of Cocoa. If such notice is provided by the City, Villas of Cocoa shall convey the Commercial Lot to the City by warranty deed within thirty (30) days of said notice. Upon conveyance of the Commercial Lot to the City, the Commercial Lot shall no longer be subject to the terms and conditions of this Agreement and the City shall develop the Commercial Lot at the City's sole discretion without any interference or opposition from Villas of Cocoa.

D. ***Other Permits.*** Villas of Cocoa shall be solely responsible for obtaining any and all necessary local and state permits including, but not limited to, building and environmental permit approvals which are required in order to permit Villas of Cocoa to satisfy the construction/development schedule and other terms and conditions of this Agreement.

E. **Schedule of Major Performance Obligations.** A Schedule of Major Performance Obligations required by this Agreement is attached as **Exhibit "C"** (the **"Schedule of Major Performance Obligations"**). The Schedule of Major Performance Obligations is intended to summarize several major benchmarks set forth in the Agreement and is set forth for convenience purposes only. To the extent of any conflict between any provision set forth in this Agreement and the Schedule of Major Performance Obligations, the conflicting provision in the Agreement shall control.

8. **City Obligations.** In consideration of Villas of Cocoa undertaking the Project, and provided Villas of Cocoa shall not be in default of this Agreement, the City shall undertake the actions set forth in this Paragraph. Unless otherwise provided below, the City shall undertake such actions at its sole cost.

A. ***Application authorization; Interim Property Maintenance/use.*** The City, as owner of the Property during the site plan and preliminary plan/plat permitting process, shall authorize Villas of Cocoa to file and pursue any application for development orders or permits associated with redevelopment of the Property consistent with the Conceptual Development Plans and this Agreement, including, but not limited to, applications for final site plan and plat approval and stormwater permits. The City shall maintain the Property in its current condition less reasonable wear and tear during the term of this Agreement prior to conveyance of the Property. However, this Agreement shall not be construed to prohibit the City from using the Property, or any portion thereof, for any temporary government purpose deemed necessary by the City so long as said use will not prohibit or prevent the redevelopment of the Property in accordance with the Conceptual Development Plans and this Agreement.

B. ***Conveyance of the Property.*** The City shall convey to Villas of Cocoa the Property in accordance with the terms and conditions of this Agreement.

C. ***On-Street Parking Permit.*** The City will permit Villas of Cocoa to design, permit and construct on-street parking for public use as depicted on the Conceptual Development Plan, and more specifically set forth in Paragraph ____ of this Agreement.

D. ***Voluntary Clean Up tax Credits.*** The City currently holds voluntary clean up tax credits in the amount of $_____ (the "Tax Credits"). As an additional incentive for the undergrounding of utilities and the construction of off-street parking and other enhancements as required by Paragraph 3 (C), the City agrees to transfer the Tax Credits to Villas of Cocoa at such time that the Villas of Cocoa obtains certificate of occupancies for the first thirty-two Townhouses constructed on the Property in accordance with this Agreement.

9. ***Default.***

A. ***Villas of Cocoa Default.*** In the event that Villas of Cocoa shall fail to satisfy any of its obligations set forth in this Agreement, the City shall provide Villas of Cocoa written notice of such default. Villas of Cocoa shall then have thirty (30) days from receipt of such notice to cure such default unless additional time is granted by the City (the **"Cure Period"**). If Villas of Cocoa shall fail to cure such default within the Cure Period, then the City may, in its sole discretion and without penalty, exercise any of its rights and remedies provided by law including, but not limited to, exercising any applicable rights and remedies expressly set forth in this Agreement. Upon termination of the Agreement, Villas of Cocoa and the City will no longer have any obligations or rights regarding the Agreement or specific City obligation terminated hereunder.

B. ***City Default***. Except as otherwise provided herein, in the event that the City shall fail to satisfy the contractual obligations under this Agreement, Villas of Cocoa shall provide the City written notice of such default. The City shall have thirty (30) days from receipt of such notice to cure such default unless additional time is granted by Villas of Cocoa (the **"Cure Period"**). If the City shall fail to cure such default within the Cure Period, then Villas of Cocoa may, in its sole discretion, terminate this Agreement. However, in the event that the City shall fail to convey the Property as set forth in Paragraph 4 of this Agreement, and Villas of Cocoa shall not otherwise be in default of this Agreement, then Villas of Cocoa shall provide the City written notice of such default. The City shall have thirty (30) days from receipt of such notice to cure said default. If the City shall fail to cure such default within the thirty (30) day time period, then Villas of Cocoa' sole remedy shall be to terminate this Agreement and be reimbursed for all actual out-of-pocket geotechnical, engineering, construction, architectural, permitting, and title examination costs (excluding attorney's fees and related costs) which were incurred in the performance of its obligations set forth in this Agreement within sixty (60) days of written termination of this Agreement. At time of payment, Villas of Cocoa shall deliver to the City all original plans, reports, permits, and other documents provided to Villas of Cocoa by any company, consultant, or agency related to the City's reimbursement payment required under this subparagraph.

C. ***Force Majeure.*** The foregoing notwithstanding, neither party shall be held in default of this Agreement for any delay or failure of such party in performing its obligations pursuant to this Agreement if such delay or failure is caused by Acts of God, court imposed order, wars, insurrections, acts of terrorism, and/or any other public emergencies beyond the reasonable control of the party whose performance is effected.

10. ***Notice.*** Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

**For the Agency:**

John A. Titkanich, Jr. AICP
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

**For Villas of Cocoa:**

_____
_____
_____

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party.

11. ***City's Police and Permit Powers.*** Nothing in this Agreement shall serve to affect or limit any power of the City of Cocoa including, but not limited to, the City's police, legislative, quasi-judicial, permitting, zoning, land use and development, and building code powers in the exercise of its decision making authority associated with the proposed redevelopment of the Property or any related application associated therewith. If Villas of Cocoa is in default under any of its material obligations to complete the construction of the Project after the Property has been conveyed to Villas of Cocoa, Villas of Cocoa agrees that the City shall have the right to withhold, suspend, or terminate any and all certificates of occupancy for any building or unit being constructed in furtherance of this Agreement until such time the breach is cured.

12. ***Assignment; Recordation - Agreement to Run with the Land.***

A. ***Assignment.*** Prior to completing the construction of the Project and reaching final build-out of the Project, Villas of Cocoa shall not assign this Agreement without the prior written consent of the City. However, Villas of Cocoa shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Villas of Cocoa or its members are members or interest holders. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Villas of Cocoa' obligations, commitments, representations, and warranties under this Agreement. Such assignment shall also require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

B. ***Recordation.*** Prior to the conveyance of the Property required by Paragraph 4 of this Agreement, the City shall record this Agreement in the Official Records of Brevard County, Florida. This Agreement shall run with the land and be binding upon the Property and successors in interest to the Property. Villas of Cocoa shall take title to the Property subject to this Agreement.

13. ***Sovereign Immunity.*** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person or more than one hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled, with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

14. ***Indemnification by Villas of Cocoa.*** Villas of Cocoa shall be solely responsible for designing, permitting, constructing and maintaining the Project required by this Agreement. Accordingly, to the extent allowed by law, Villas of Cocoa agrees to indemnify and hold the City and its employees, officers, attorneys and contractors harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence of the Villas of Cocoa and its employees, members, agents and contractors in the exercise of the rights arising under this Agreement. This paragraph shall survive termination of this Agreement.

15. ***Miscellaneous.*** The effective date of this Agreement shall be the date on which the last of the parties hereto executed this Agreement (the ***"Effective Date"***). The execution of this Agreement has been duly authorized by the appropriate body of each of the parties hereto. Each party has complied with all the applicable requirements of law and has full power and authority to comply with the terms and conditions of this Agreement. In the event any of the parties hereto are required to enforce this Agreement by court proceedings or otherwise, each party involved in such enforcement proceedings shall bear its own attorneys' fees, whether incurred at trial, on appeal, or in conjunction with any alternative dispute resolution or bankruptcy proceeding. The venue of any litigation arising out of this Agreement shall be Brevard County, Florida. The exhibits attached hereto and incorporated by reference herein are by such attachment and incorporation made a part of this Agreement for all purposes. The fact that one of the parties to this Agreement may be deemed to have drafted or structured the provisions of this Agreement, whether in whole or in part, shall not be considered in construing or interpreting any particular provision hereof, whether in favor of or against such party. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, and no right or cause of action shall accrue upon or result by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, whether express or implied, is intended or shall be construed to confer upon any person other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions hereof. Each party agrees to deal with the other party hereto in good faith. This Agreement may not be changed, amended, or modified in any respect whatsoever, nor may any covenant, condition, agreement, requirement, provision, or obligation contained herein be waived, except in writing signed by all of the parties hereto. The failure of one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Unless otherwise expressly provided under this Agreement, each party shall bear their own attorney's fees and costs under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto attached their hands and seals on the dates set forth below.

Signed, sealed and delivered in the presence of:

**CITY OF COCOA, FLORIDA**

_____
Witness 1

By:_____
**Henry U. Parrish III**, **Mayor**

Print Name of Witness 1

Attest:

_____
Witness 2

By:_____
Name: _____

_____
Print Name of Witness 2

Date:_____

**STATE OF FLORIDA**

**COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Henry U. Parrish III, Mayor of the City of Cocoa, on behalf of the City of Cocoa. He is personally known to me and did not take an oath.

_____

**Notary Public**

Commission No.: _____

Approved as to legal form:

By: _____
Name: **Anthony A. Garganese**, City Attorney

Signed, sealed and delivered in the presence of:

**VILLAS OF COCOA VILLAGE,** a Florida limited liability company

By: _____
Managing Member

Print name: _____

Witness 1

_____
Print Name of Witness 1

Date:_____

_____
Witness 2

_____
Print Name of Witness 2

**STATE OF FLORIDA**

**COUNTY OF _____**

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, a Florida resident, as managing member of the Villas of Cocoa Village, LLC. He is ___ personally known to me or ___produced the following identification _____ and did not take an oath.

_____
Notary Public

**Commission No.: _____**

**EXHIBIT A**

**(Legal Description for the Property)**

**EXHIBIT B**

**(Conceptual Development Plans)**

**EXHIBIT C**

**(Schedule of Major Performance Obligations)**

Schedule below is provided for convenience purposes only and does not take precedent over the terms and conditions stated in the body of the Agreement. The Schedule assumes an Effective Date of _____.

| Time for Performance | Action | Paragraph Reference |
|---|---|---|
| | File with City complete site plan and preliminary plat application - VC | |
| | Final site plan and preliminary plat approval deadline - VC | |
| Prior to final plat approval | Formation of property association - VC | |
| | Substantially commence construction of all utility and infrastructure improvements - VC | |
| | | |
| | Obtain all development permits to construct VC | |
| | Substantially commence vertical construction of _____- VC | |
| | Final certificate of occupancy for the model townhouse unit- VC | |
| | | |
| | | |
| | | |
| No sooner than final site plan and preliminary plat approval, but before construction commences | Conveyance Notice to City requesting conveyance of Property - VC | |
| Sixty (60) days from the date the Agency receives the Conveyance Notice(s), but before construction commences | Closing – VC & City | |
| | | |
| | | |

# LAW OFFICES OF MICHAEL L. MOORE, P.A.

OFFICE: (407) 894-6447
FAX: (407) 894-0332

1007 GOLDEN OAK COURT
ORLANDO, FL 32806

A Full Service Law Firm

- CORPORATE & BUSINESS
- ENTERTAINMENT
- CIVIL LITIGATION
- WILLS
- PERSONAL INJURY

- EMPLOYMENT
- DISCRIMINATION
- COMMERCIAL LITIGATION
- PROBATE
- WRONGFUL DEATH
- BAR DEFENSE


June 4, 2020

mfuhrer@cocoafl.org

Matthew Fuhrer
City Manager's Office
65 Stone St.
Cocoa, FL 32922

***Re: 915 Florida Avenue***

Dear Mr. Fuhrer:

This law firm has the pleasure of representing the Villas of Cocoa Village, LLC (hereinafter known as the "Villas") which was awarded the competitive bid for the development of 915 Florida Avenue, Cocoa, Florida.

My client has recently expressed concern regarding several of the comments made by Mayor, Jake Williams, Jr. during the City of Cocoa Council Meeting on May 27, 2020, regarding the subject property.

Most concerning to my client were the statements Mayor Williams made that (1) an agreement, even if signed, for the development of the property would have expired last month because it has been over three years; (2) he had been approached by three other contractors regarding development of the property; and (3) the Villas have not operated in good faith.

First, please note that only two years have passed since the award of the bid to my client on April 24, 2018.

As I am sure you are aware, this proposed agreement was initially exchanged by the parties prior to the majority of the current council members being in office. Notwithstanding, shortly after the bid was awarded to my client, the Villas had an understanding with the previous City Manager, Mr. John Titkanich, that the property referred to as "The Cottages" was to be the first phase of the 915 Florida Avenue project to establish market viability and was to facilitate the success of the larger project intended for the subject property. Moreover, the Villas began construction in late fall of 2018, and now have three buildings under construction in the first phase of the overall project.

Up until this most recent Council meeting, my client was under the impression that the City of Cocoa was aware that there would be a further delay in the development process because the Villas were directed by the staff of several Departments within the City of Cocoa to coordinate with the City of Rockledge for the storm water runoff pond that exists on the portion of the subject property that falls within the city limits of Rockledge.

I would like to emphasize that my client has consistently exercised due diligence to move forward on this project, and has operated in good faith regarding its performance obligations to the City of Cocoa. For the last two years, there have been a significant amount of emails exchanged between the Villas and the City of Cocoa that demonstrate efforts towards site planning and coordination for 915 Florida Avenue.

There has simply not been any intentional delay in finalizing the agreement as the Mayor has implied, as both the City's representatives and representatives from the Villas have worked diligently to keep this project moving.

I greatly appreciate your time and consideration in this matter.

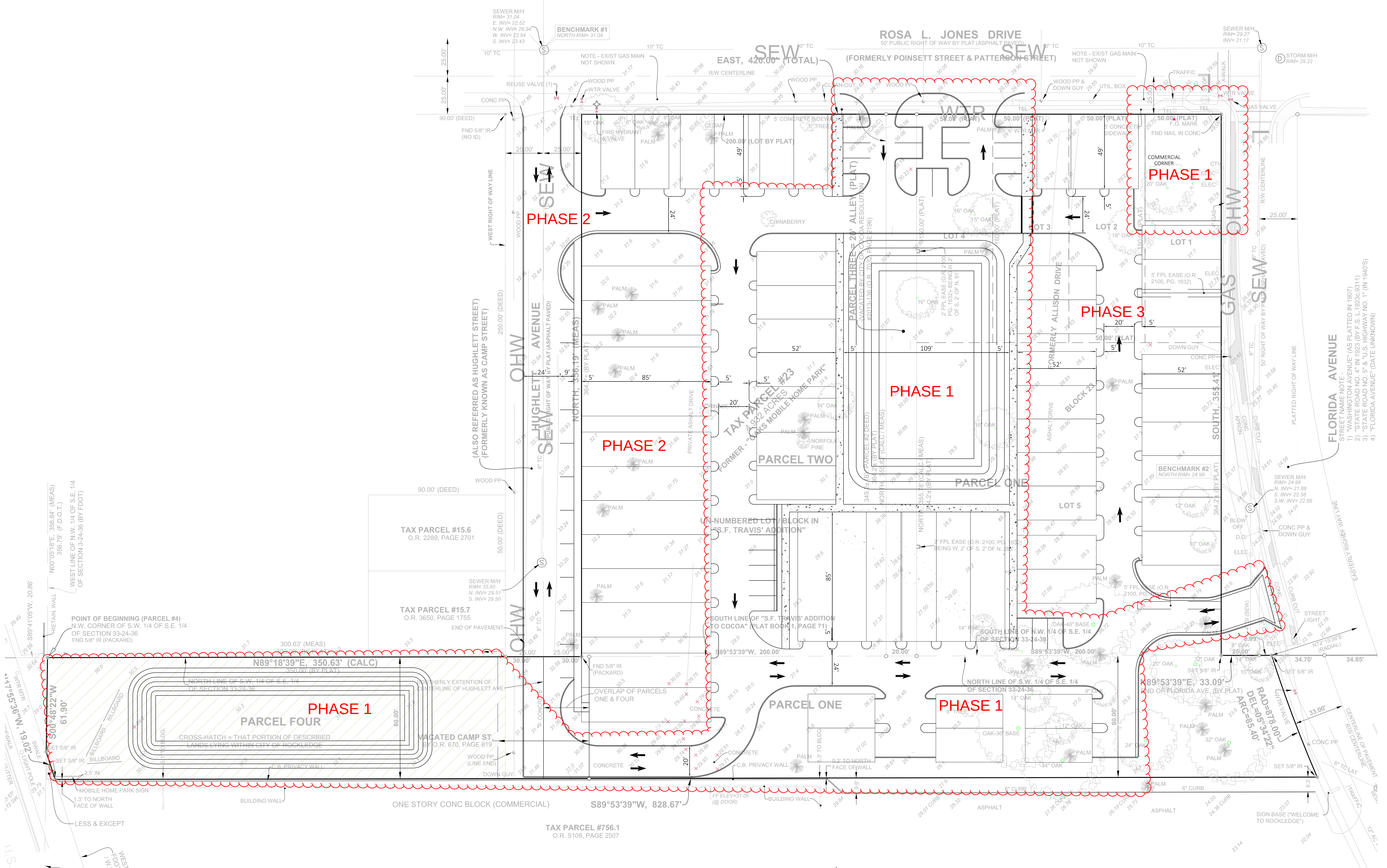
Should you have any questions, please do not hesitate to contact my office.

Sincerely,

*/s/Michael L. Moore*

Michael L. Moore

MLM:sbm




CONCEPTUAL SITE PLAN #6

1"=30'

30' 0' 30' 60'

ERINTRAUGER CONSULTINGENGINEER

P.O. BOX #360253, MELBOURNE FL 32936-0253
email - erin.trauger@gmail.com direct - (321) 652-5316

THE VILLAS OF COCOA VILLAGE
COCOA, FL
CONCEPTUAL SITE PLAN #6

| REV# | DATE | REVISION |
|---|---|---|

ERIN L. TRAUGER
FL P.E. #66576

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| | |
|---|---|
| DATE: | 2-7-19 |
| SECTION: | 33 |
| TOWNSHIP: | 24S |
| RANGE: | 36E |
| SCALE: | 1"=30' |
| DRAWING NO. | EX-6 |
| PROJECT: | 19-113 |

# SITE DATA:

GENERAL STATEMENT

THIS PROJECT, LOCATED AT THE SOUTH-WEST CORNER OF FLORIDA AVENUE AND ROSA L JONES DRIVE IN THE CITY OF COCOA, INCLUDES THE CONSTRUCTION OF A COMBINATION OF ONE, TWO AND THREE STORY TOWNHOME UNITS TO TOTAL 58 PROPOSED UNITS. A COMMERCIAL BUILDING AREA AT THE CORNER OF ROSA L JONES DRIVE AND FLORIDA AVENUE IS ALSO PROPOSED. AMONG OTHER ITEMS THE PROPOSED IMPROVEMENTS INCLUDE NEW WATER AND SEWER SERVICES CONNECTED TO THE EXISTING CITY OF COCOA INFRASTRUCTURE, DRY RETENTION FOR STORMWATER TREATMENT, OUTDOOR ACTIVITY AREAS, VISITOR PARKING AND SIDEWALK CONNECTIONS TO THE RIGHT OF WAY.

CONTACT INFORMATION


OWNER
THE VILLAS OF COCOA VILLAGE, LLC
TOMMY BARRAZA
P.O. BOX 140882
ORLANDO, FL 32814
TEL: 407-496-5988
EMAIL: TOMMY@THEVILLASOFCOCOAVILLAGE.COM

CIVIL ENGINEER:
ERIN L. TRAUGER, P.E.
P.O. BOX 360253,
MELBOURNE, FL 32936-0253
TEL: 321-652-5316
E-MAIL: ERIN.TRAUGER@GMAIL.COM

ARCHITECT:
PHIL KEAN DESIGN GROUP
PHIL KEAN
912 WEST FAIRBANKS AVE
WINTER PARK, FL 32789
TEL: 407-599-3922
EMAIL: PHIL@PHILKEANDESIGNS.COM

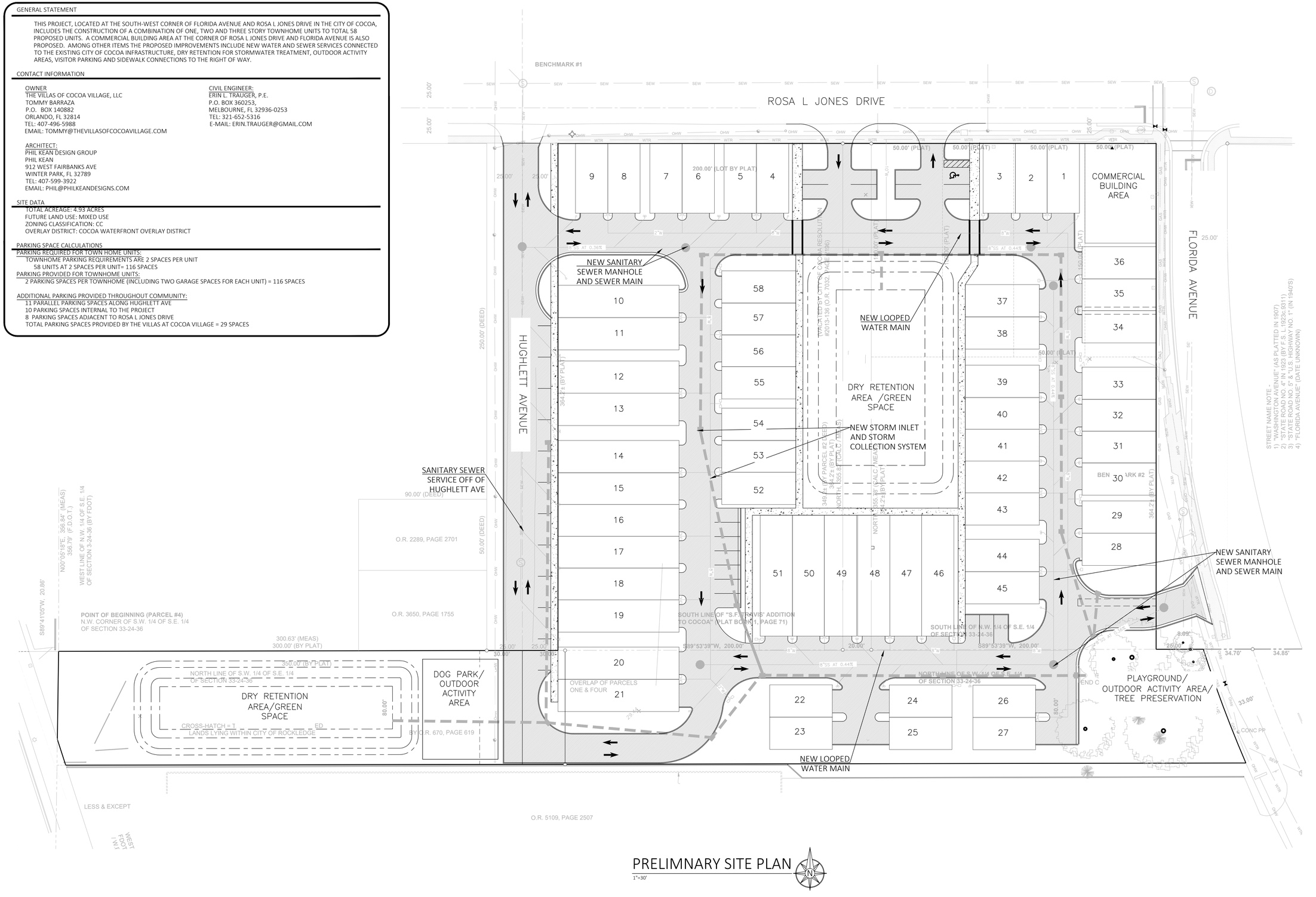

SITE DATA
- TOTAL ACREAGE: 4.93 ACRES
- FUTURE LAND USE: MIXED USE
- ZONING CLASSIFICATION: CC
- OVERLAY DISTRICT: COCOA WATERFRONT OVERLAY DISTRICT

PARKING SPACE CALCULATIONS

PARKING REQUIRED FOR TOWN HOME UNITS:
- TOWNHOME PARKING REQUIREMENTS ARE 2 SPACES PER UNIT
  - 58 UNITS AT 2 SPACES PER UNIT= 116 SPACES

PARKING PROVIDED FOR TOWNHOME UNITS:
- 2 PARKING SPACES PER TOWNHOME (INCLUDING TWO GARAGE SPACES FOR EACH UNIT) = 116 SPACES

ADDITIONAL PARKING PROVIDED THROUGHOUT COMMUNITY:
- 11 PARALLEL PARKING SPACES ALONG HUGHLETT AVE
- 10 PARKING SPACES INTERNAL TO THE PROJECT
- 8 PARKING SPACES ADJACENT TO ROSA L JONES DRIVE
- TOTAL PARKING SPACES PROVIDED BY THE VILLAS AT COCOA VILLAGE = 29 SPACES




PRELIMNARY SITE PLAN
1"=30'

30' 0' 30' 60'

REVISION | DATE | REV#


ERIN TRAUGER CONSULTING ENGINEER
P.O. BOX #360253, MELBOURNE FL 32936-0253
email - erin.trauger@gmail.com direct - (321) 652-5316


THE VILLAS OF COCOA VILLAGE
COCOA, FL
PRELIMINARY SITE PLAN

ERIN L. TRAUGER
FL P.E. #66576


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| | |
|---|---|
| DATE: | 4-17-20 |
| SECTION: | 33 |
| TOWNSHIP: | 24S |
| RANGE: | 36E |
| SCALE: | 1"=30' |
| DRAWING NO. | EX-1 |
| PROJECT: | 19-113 |

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-300 | **Version:** | 2 | **Name:** | |
| **Type:** | Appointment | | | **Status:** | Council Busines |
| **File created:** | 5/29/2020 | | | **In control:** | City Council |
| **On agenda:** | 6/10/2020 | | | **Final action:** | |
| **Title:** | Consider the Reappointment of Nancy Elliott, as a regular member of the Board of Adjustment, through May, 2023. (Administrative Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 05_29_20 Intent to Reapply.pdf<br>BOA Roster.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: May 29, 2020
Agenda Date: June 10, 2020
Prepared By: Monica Arsenault, Asst. City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Reappointment of Nancy Elliott as a regular member of the Board of Adjustment, through May, 2023.

## BACKGROUND:

Ms. Nancy Elliott is a current member of the Board of Adjustment. She has served as a member since May, 2014. Her current term expired May 31, 2020 and she has expressed a willingness to serve for another three (3) year term.

Ms. Elliott meets all of the qualifications for serving on a City board. If she is reappointed, her new term would be through May, 2023.

A current Board of Adjustment roster and Ms. Elliott's request to be reappointed is attached.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

The City Council appoints and reappointments to City boards and committees as vacancies arise and expirations occur.

## RECOMMENDED MOTION:

Consider the Reappointment of Nancy Elliott as a regular member of the Board of Adjustment, through May, 2023.

In response to inquiry by the Office of the City Clerk, I, Nancy Elliott

X seek reappointment

____ do not seek reappointment

as a member of the Board of Adjustment for the City of Cocoa for a three-year term.

Sincerely,

Nancy Elliott

Nancy Elliott

Additional Comments: _____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

| **Board of Adjustment** | **Meets Third Wednesday of Every Month @ 6pm** | | | **Expirations in May** |
|---|---|---|---|---|
| **MEMBER** | **ADDRESS** | **PHONE** | **APPOINTED** | **EXPIRES** |
| Robert W. Frey, Vice Chairman | ~~322 Clearlake Rd. Cocoa, FL 32922~~<br><br>1523 N. Cocoa Blvd.<br>Cocoa, FL 32922<br><br>bikesNpawn@yahoo.com | 633-1326<br>480-7623(c) | 4/24/18Reappointed<br>4/14/15 Reappointed<br>5/8/12 Reappointed<br>4/14/09 Reappointed<br>5/23/06 Reap.<br>3/03 Reappointed<br>10/97 Appointed | 2021 |
| Dan Quattrocchi<br><br>(2/3 of the Non-Resident seats) | 3056 Skyline Drive<br>Cocoa, FL 32922<br><br>danq@quattrocchirealestate.com | 321-720-1822 hm<br>321-452-8668 wk<br>321-720-1822 cell | 12/11/19 appointed<br><br>(fulfilled seat vacated by Mr. Matthew Ford, who did not renew) | 2022 |
| Pam Shaia<br><br>(1/3 of the Non-Resident seats) | 308 Brevard Avenue<br>Cocoa, FL 32922<br><br>pshaia@cfl.rr.com | 256-656-3249 cell<br>321-305-4584 Wk | 07/19 appointed (fulfilled Jolley vacancy) | 2022 |
| Rip Dyal, Chairman | 3807 Parapet Dr.<br>Cocoa, FL 32926<br><br>RHAD6@aol.com | 639-9547 HM<br>321-684-3222 Cell | 08/17 appointed as 1st Alternate | 2021 |
| Nancy N. Elliot | 3406 Indian River Drive<br>Cocoa FL 32926<br><br>nancyelliott@cfl.rr.com | 636-9972 (H)<br>223-8983 (C) | 7/17 reappt.<br>5/14 appt. | 2020 |
| Bruce Gilmore | 413 Westchester Drive, 32926-6640<br><br>Bgilmore003@cfl.rr.com | 632-7687 | 05/20 Reappointed<br>05/17 Reappointed<br>04/14 Reappointed<br>07/12 Reappointed<br>05/08 Reappointed<br>4/05 Reappointed<br>5/90 Appointed | 2023 |
| Connie T. Harvey | 29 Riverside Drive #601<br>Cocoa, FL 32922<br><br>CTIPPETT@aol.com | 806-3525 hm<br>571-268-2121 cell | 4/24/20 Reappointed<br>4/14/15 Reappointed<br>01/15 appointed<br><br>(fulfilled term of M. Williams) | 2021 |
| 2nd Alternate<br>Randal Hiester | 5292 Talbot Blvd.<br>Cocoa, FL 32926<br><br>Rjhbjh2017@yahoo.com | 321-501-6369<br>hm/cell | 02/2020 Appointed | No expiration |
| 1st Alternate<br>Patricia Weeks | 1351 Tarton Way<br>Cocoa, FL 32926<br><br>Patriciaweeks@bellsouth.net | 321-759-8563<br>hm, wk, cell | 12/11/19 appointed | No expiration |
| LIAISON | Councilmember Warner | | Updated 12/18 | |

| | | | | |
|---|---|---|---|---|
| Counsel: Anthony Garganese | PO Box 2873, Orlando, FL 32802-2873 | 407-425-9566 | | |
| RECORDING SECRETARY | Monica Arsenault | 433-8488 | Updated 5/29/20 | |

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-307 | **Version:** | 1 | **Name:** | |
| **Type:** | Appointment | | | **Status:** | Council Busines |
| **File created:** | 6/1/2020 | | | **In control:** | City Council |
| **On agenda:** | 6/10/2020 | | | **Final action:** | |
| **Title:** | Consider the Reappointment of George Brown, as a regular member of the Code Enforcement Board, through May, 2023. (Administrative Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 5-29-20 Intent to Reapply.pdf<br>Code Roster.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: June 1, 2020
Agenda Date: June 10, 2020
Prepared By: Monica Arsenault, Asst. City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Reappointment of George Brown, as a regular member of the Code Enforcement Board, through May, 2023.

## BACKGROUND:

Mr. George Brown is a current member of the Code Enforcement Board. He has served as a member since 1983. His current term will expire June 30, 2020 and he has expressed a willingness to serve for another three (3) year term.

Mr. Brown meets all of the qualifications for serving on a City board. If he is reappointed, his new term would be through May, 2023.

A current Code Enforcement Board roster and Mr. Brown's request to be reappointed is attached.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

The City Council appoints and reappointments to City boards and committees as vacancies arise and expirations occur.

## RECOMMENDED MOTION:

Consider the Reappointment of George Brown, as a regular member of the Code Enforcement Board, through May, 2023.

In response to inquiry by the Office of the City Clerk, I, George Brown, Jr.

✓ seek reappointment

_____ do not seek reappointment

as a member of the Code Enforcement Board for the City of Cocoa for a three-year term.

Sincerely,

George Brown, Jr.

Additional Comments: Never missed a meeting in 37 years. - Plan to carry on. Thank You.

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

| **Code Enforcement Board** | **Meets Third Thursday Every Month @ 6pm** | | | **Expirations in June** |
|---|---|---|---|---|
| **(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)** | | | | |
| **MEMBER** | **ADDRESS** | **PHONE** | **APPOINTED** | **EXPIRES** |
| Jim Gifford – Chairperson | 2807 Tulane Drive, 32926-5756<br><br>jgifford@cfl.rr.com | 427-9645 cell | 5/16 Reappointed<br>6/13 Reappointed<br>4/10 Reappointed<br>5/07 Reappointed<br>4/04 Reappointed<br>11/95 Appointed | 2022 |
| Virginia Weaver | 2303 MacFarland Drive,<br>Cocoa, FL 32922-7034<br><br>chargin316@cfl.rr.com | 632-9241 | 07/15 Reappointed<br>05/12 Reappointed<br>05/09 Reappointed<br>05/06 Reappointed<br>8/04 Appointed to Unexpired Term | 2021 |
| George Brown, Jr., Vice Chairperson | 555 W. King Street, 32922-7421 | 632-6563 | 07/17 Reappointed<br>05/14 Reappointed<br>05/11 Reappointed<br>6/08 reappt.<br>4/05 Reappointed<br>1983 Appointed | 2020 |
| Lloyd Roberts | 1131 Grove Avenue<br>Cocoa, FL 32922<br><br>Roberts.lloyd2@gmail.com | 321-684-8449 | 07/19 Appointed<br>(Filling unexpired term of Cicerrella) | 2021 |
| Edward Green<br>(Replaced Michael Klug) | 104 Riverside Dr.<br>Apt. 204<br>Cocoa, FL 32922<br><br>Edgreen20@gmail.com | 321-617-5554 | 08/18 Appointed | 2021 |
| W. Scott Hannon | 1113 Westview Dr.<br>Cocoa, FL 32922<br><br>Spacecoast32922@gmail.com | 443-857-9797 | Filled Stephanie Moretto's seat when she resigned (4/18)<br>08/18 Appointed | 2021 |
| David Lightholder | 219 Broadview Dr.<br>Cocoa, FL 32922<br>Dave-jr0@LBCMI.us | 636-1354 hm<br>449-9494 wk<br>863-4774 cell | 05/15 Reappointed<br>03/15 appointed<br>(filled C. Young seat) | 2021 |
| 1st Alternate<br>Kimberly Curtis | 772 Cressa Circle<br>Cocoa, FL 32926<br><br>Kimberlycurtis425@gmail.com | 321-261-1125 hm | 12/11/19 appointed | No expiration |
| 2nd Alternate<br>Vinnie Richardson | 1050 N. Fiske Blvd. #406<br>Cocoa, FL 32922<br><br>vinnierichardson@gmail.com | 321-616-5771 hm | 12/11/19 appointed | No expiration |
| LIAISON | Councilmember Boisvert | | Updated 12/18 | |
| Counsel: Debra Babb-Nutcher | Brown, Garganese, Weiss & D'Agresta | | | |
| RECORDING SECRETARY | Darla Crowl | 433-8508 | | |

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-308 | **Version:** | 1 | **Name:** | |
| **Type:** | Appointment | | | **Status:** | Council Busines |
| **File created:** | 6/1/2020 | | | **In control:** | City Council |
| **On agenda:** | 6/10/2020 | | | **Final action:** | |
| **Title:** | Consider the appointment of the (2) of following interested Cocoa residents as the Primary and Alternate member of the Space Coast TPO Citizen Advisory Committee (CAC): Stephanie Moretto, Sarah Conkling, or Gregg Stoll.(Administrative Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Moretto: Letter of intent.msg<br>Conkling: Letter of Intent for Citizen Representative to Space Coast Transportation Planning<br>Stoll: Letter of Intent_SCTPO CAC volunteering.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: June 1, 2020
Agenda Date: June 10, 2020
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the appointment of the (2) of following interested Cocoa residents as the Primary and Alternate member of the Space Coast TPO Citizen Advisory Committee (CAC): Stephanie Moretto, Sarah Conkling, or Gregg Stoll.

## BACKGROUND:

The City of Cocoa currently has two Council representatives that serve on the Space Coast TPO board. The Space Coast TPO also has a Citizens Advisory Committee known as the Space Coast TPO/CAC. On May 13, 2020, an item was brought forward requesting the removal of the former primary representative Mr. James McCarthy for non-attendance. Mr. Ed Lanni served as the alternate but had resigned in the past. It was determined at that meeting that this would be advertised on social media and citizens would have until May 29, 2020 to submit their letters of interest to the City Clerk's office.

Three letters of intent were received and are attached to this agenda item. They were from the following:

Ms. Stephanie Moretto
Ms. Sara Ann Conkling

Mr. Gregg Stoll

It is being requested that a Primary and Alternate member be selected. The City Clerk's office will notify the Space Coast TPO of the appointments directly after selection.

## STRATEGIC PLAN CONNECTION:

NA

## BUDGETARY IMPACT:

NA

## PREVIOUS ACTION:

An agenda item was brought forward on May 13, 2020 requesting the removal of former representatives and to consider the appointment of new representatives.

## RECOMMENDED MOTION:

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



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**From:** Gregg & Sue
**To:** Carie Shealy
**Cc:** Lorraine Koss; Samantha Senger
**Subject:** SCTPO CAC volunteering
**Date:** Friday, June 05, 2020 10:23:42 AM

---

**EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!**

Hello Carie,

I am interested in serving as the representative from the City of Cocoa on the Space Coast Transportation & Planning Organization as a Primary Citizen Advisor.

I recently retired from a NASA Contractor serving as Mission Operations Director for NASA's Launch Services Program (think satellites and rockets, not human spaceflight)

My interest for many years has been in Railroading, Real Operations and Modeling. I am a Charter Member of the Florida East Coast Railway Society, having served on the Board and as Society Secretary.

Thank you,

Gregg Stoll
2203 Salem Dr
Cocoa FL 32926
FEC MP 170.2 (mile-post)

PS, here is a link to a recent YouTube video on the Virgin Train/Brightline construction of the "Cocoa Curve" that was done by one of the Board Members.
https://www.youtube.com/watch?v=BwBu3Ruao-E&feature=youtu.be&fbclid=IwAR0zTlATS5CMPiofmmNLEsZJjIPhFTQomknPX2hX6y64aXIdmX2kq__SRuc

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-309 | **Version:** | 1 | **Name:** | |
| **Type:** | Appointment | | | **Status:** | Council Busines |
| **File created:** | 6/1/2020 | | | **In control:** | City Council |
| **On agenda:** | 6/10/2020 | | | **Final action:** | |
| **Title:** | Consider the Reappointment of Thomas Yardley, as a regular member of the US1 CRA, through the sunset date of the agency which will be on or before September 30, 2020. (Administrative Services Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | 05-29-20 Intent to Reapply.pdf<br>US1 CRA Roster.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: June 1, 2020
Agenda Date: June 10, 2020
Prepared By: Monica Arsenault, Asst. City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Reappointment of Thomas Yardley, as a regular member of the US1 CRA, through the sunset date of the agency which will be on or before September 30, 2020.

## BACKGROUND:

Mr. Tom Yardley is a current member of the US1 CRA. He has served as a member since March, 1998. His current term will expire June 30, 2020 and he has expressed a willingness to serve until the agency sunsets on or before September 30, 2020.

Mr. Yardley meets all of the qualifications for serving on a City board. If he is reappointed, his new term would be through September 30, 2020.

A current US1 CRA roster and Mr. Yardley's request to be reappointed is attached.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

N/A

## PREVIOUS ACTION:

The City Council appoints and reappointments to City boards and committees as vacancies arise and expirations occur.

## RECOMMENDED MOTION:

Consider the Reappointment of Thomas Yardley, as a regular member of the US1 CRA, through the sunset date of the agency which will be on or before September 30, 2020.

In response to inquiry by the Office of the City Clerk, I, Thomas Yardley

X seek reappointment

_____ do not seek reappointment

as a member of the US1 CRA for the City of Cocoa through the sunset date of the agency.

Sincerely,

Thomas Yardley

Additional Comments: _____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

| U.S. 1 Corridor Redevelopment Agency Meets Quarterly On Fourth Monday of Month @ 6:15pm Expirations in June | | | | |
|---|---|---|---|---|
| **MEMBER** | **ADDRESS** | **PHONE** | **APPOINTED** | **EXPIRES** |
| Richard Louden – Chairperson (re-elected 8/2010) | 547-A Delannoy Avenue, 32922 | 638-8804<br>693-3820 (c) | 06/18 Reappointed<br>6/14 Reappointed<br>4/10 Reappointed<br>6/06 Reappointed<br>3/98 Appointed | 2022 |
| James McCarthy | 116 Lemon St.<br>Cocoa, FL 32922<br><br>James1.jm26@gmail.com | 631-0092 (w)<br>917-7910 (c) | 07/17 reappointed<br>06/11/13 Reappointed<br>12/11/12 appointed | 2021 |
| Laura J. Houston, *Vice Chairperson (elected 4/30/18)* | 109 N. Fiske Blvd.<br>Cocoa, FL 32922-7211<br><br>U197540@yahoo.com | 208-1116 hm | 06/19 reappointed<br>07/15 appointed<br>08/11 reappointed<br>08/10 appointed to fulfil Selig's unexpired term | 2023 |
| Curt Chandler<br><br>(replaced A. Miele-did not renew) | 492 Jolly Roger Drive<br>Satellite Beach, FL 32937<br><br>curt.BPMHP@gmail.com | 321-750-9710<br>hm & cell | 08/18 appointed | 2022 |
| Deva Thomas – filled unexpired term of Lawrence Koss | 210 Forest Hill Drive, Cocoa, FL 32926 | 310-242-1224 (H) | 06/18 Reappointed<br>03/18 Appointed | 2022 |
| **VACANCY-**<br><br>~~Crystal McQueen~~<br>~~Did not reapply~~ | ~~956 N. Cocoa Blvd. Ste. 1121 & 1123~~<br>~~Cocoa, FL 32922~~<br><br>~~crystalmcqueen@gmail.com~~ | ~~321-271-4659 (hm)~~<br>~~321-271-4365 (cell)~~ | ~~10/16 appointed (fulfilling term of Jeri Blanco)~~ | ~~2018~~ |
| Thomas H. Yardley | 1970 Michigan Ave; Bldg. D<br>32922-5723<br><br>TomYardley@gmail.com | 868-7959<br>633-0400 | 5/16 Reappointed<br>5/8/12 reappointed<br>6/08 reappt.<br>5/04 Reappointed<br>3/98 Appointed | 2020 |
| LIAISON | Councilmember Boisvert | 321-403-9173 | Updated 12/18 | |
| Counsel: Joe Colombo | | | | |
| RECORDING SECRETARY | Courtney Jackson | 433-8490 | Updated 5/13/19 | |

## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-311 | **Version:** | 1 | **Name:** | Special Event cancellations July 1-August 31, 2020 |
| **Type:** | Informational Item | | | **Status:** | Council Busines |
| **File created:** | 6/2/2020 | | | **In control:** | City Council |
| **On agenda:** | 6/10/2020 | | | **Final action:** | |
| **Title:** | Seek Council direction on holding public and private events at City facilities after June 30, 2020. (Assistant to the City Manager/Public Relations Specialist) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: June 2, 2020
Agenda Date: June 10, 2020
Prepared By: Samantha Senger, Asst. to CM/ Public Relations Specialist
Through: Matthew Fuhrer, Interim City Manager
Requested Action:
Seek Council direction on holding public and private events at City facilities after June 30, 2020.

## BACKGROUND:

In March 2020, Cocoa City Council made the decision in accordance with the Centers for Disease Control (CDC) guidelines to postpone or cancel all events scheduled or permitted through the City of Cocoa at city facilities through May 11, 2020. Staff came back to Council at the April 22, 2020 Council meeting requesting direction on further cancellations or postponements past the May 11th date. It was decided again, based on further CDC guidelines regarding the mass gathering of the public to move forward with postponing or cancelling all events through June 30, 2020.

Currently, the State of Florida is in Phase 1 of the re-opening plan set out by Governor DeSantis. In this phase of the plan, mass gatherings are limited to less than 10 people at a time. If phase 2 of the re-opening Florida plan is announced, that number may increase to no more than 50 people at a time. A limit on number of people gathered does not come off until Phase 3 of the proposed plan to re-open Florida.

Current public events planned through August 31, 2020 include:
July 25: HCVMS Sip & Stroll, Estimated Attendance 200, Cocoa Village
August 23: Dirty Oar Anniversary Party, Estimated Attendance 500, Riverfront Park
August 29: American Cancer Society, Estimated Attendance 300, Riverfront Park (this event has been scaled down to half of its attendance due to COVID-19)

August 31: Overdose Awareness Memorial, Estimated Attendance 100, Riverfront Park

There are also a number of private events renting city facilities including birthday parties, weddings, etc. that are scheduled through the end of August.

## STRATEGIC PLAN CONNECTION:

Marketing of city facilities for recreational/event purposes to promote and enhance the image of Cocoa.

## BUDGETARY IMPACT:

All of these events were included in revenue projections for the Leisure Services division.

## PREVIOUS ACTION:

In March 2020, Cocoa City Council made the decision in accordance with the Centers for Disease Control (CDC) guidelines to postpone or cancel all events scheduled or permitted through the City of Cocoa at city facilities through May 11, 2020. Staff came back to Council at the April 22, 2020 Council meeting requesting direction on further cancellations or postponements past the May 11th date. It was decided again, based on further CDC guidelines regarding the mass gathering of the public to move forward with postponing or cancelling all events through June 30, 2020.

## RECOMMENDED MOTION:

Staff is seeking Council direction on holding public and private events at the City of Cocoa facilities after June 30, 2020 through August 31, 2020 based on the proposed re-opening plan for the State of Florida and CDC recommended guidelines.

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-269 | **Version:** | 1 | **Name:** | |
| **Type:** | Contract | | | **Status:** | City Business |
| **File created:** | 5/13/2020 | | | **In control:** | City Council |
| **On agenda:** | 6/10/2020 | | | **Final action:** | |
| **Title:** | Approve the Participation in the FPL Evolution Charging Station Program and authorize the Interim City Manager to execute the associated Agreement. (Public Works Director) | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Fact Sheet.pdf<br>Form of EV Equipment Agreement 012820 - Municipal.pdf<br>Make-Ready-Requirements-Specification.pdf<br>Specifications.pdf<br>Proposed EV Locations Map.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: May 13, 2020
Agenda Date: May 27, 2020
Prepared By: Tony Jones, Fleet Manager
Through: Bryant Smith III, P.E., CFM Public Works Director / City Engineer
Requested Action:
Approve the Participation in the FPL Evolution Charging Station Program and authorize the Interim City Manager to execute the associated Agreement

## BACKGROUND:

Florida Power & Light (FPL) implemented the FPL Evolution project to promote electric vehicle (EV) charging stations and show their commitment to sustainability by partnering with other sustainably conscious communities around the state. This project will install more than 1,000 EV charging stations throughout Florida. These stations will provide a charging location for current and future EV demands. The City of Cocoa has been selected to host multiple charging locations and pending the execution of the attached agreement, will have the opportunity for four charging stations capable of charging eight vehicles. Currently, Staff has worked with FPL representatives to identify two locations for the charging stations. The first location is proposed on Harrison Street, where one charging station will be placed directly north of the Taylor Park Restrooms. This will encompass two parking stalls. The second location is proposed in the Oleander Parking Lot, where two charging stations will be placed just west of the Oleander Restrooms. A third location will be determined at a later date. Additional stations can be installed if both parties agree to the location and costs.

As part of the Agreement, the City will be required to keep these locations dedicated to the FPL EV Charging Stations for at least seven years. FPL will install and maintain these stations for the life of the agreement and the City will be responsible for the power consumption from station users. The installation will be a minimal or no cost to the City, pending the location and access to existing power for each location. The locations above were selected based on their proximity to existing power meters and minimal disturbances required for installation. As part of the agreement, FPL takes ownership of all user data and statistics collected from these stations.

The City budgeted funds in the current fiscal year to install charging stations and staff evaluated the feasibility of installing them outside this contract. Outside of the initial investment in the stations and the cost to provide power to the stations the administrative costs involved with charging a fee to cover the electrical consumption was not fesible.

## STRATEGIC PLAN CONNECTION:

This project promotes the City's interests and commitment supporting sustainable energy practices bringing innovative technologies into the City of Cocoa and for the public.

## BUDGETARY IMPACT:

Budgeted Yes
Estimated Contingent upon usage - $500 per year for power consumption for the three-locations coming from 3560 Facilities Management 001-3560-519.43-00 Power Utilities Account

## PREVIOUS ACTION:

None

## RECOMMENDED MOTION:

Approve the Participation in the FPL Evolution Charging Station Program and authorize the Interim City Manager to execute the associated Agreement

FPL EVOLUTION

## EV use *accelerates*

Advancements in battery technology and other improvements have triggered a rapid increase in electric vehicle (EV) use here and across the nation. In Florida alone, EV ownership has increased 300% since 2013, making it the fourth largest EV state in the country.[1] And, the adoption of EVs shows no sign of slowing down. Automotive manufacturers continue to produce more and better vehicles than ever before – currently more than 20 battery-electric models in all. For the first time, the average battery-range for all new 2019 EV models is expected to exceed 200 miles.



**SHIFTING GEARS**
ONE OF EVERY FIVE VEHICLES SOLD IN THE U.S. WILL BE BATTERY POWERED BY 2030.[2]

## FPL EVolution: Charges ahead

The efficient growth of EVs relies on the availability and access to more charging infrastructure. Workplace charging is one of the most effective ways to promote the adoption of electric vehicles.

**FPL EVolution – an innovative plan to install an estimated 600 new EV-charging stations at approximately 100 locations throughout our service area**

By partnering with leading organizations like yours, FPL EVolution will create more than a thousand "charging points" for current and future EV drivers. This high-tech initiative will accelerate the adoption of EVs and generate valuable data to help us ensure the continued reliability of the energy grid for all FPL customers.



**FPL EVOLUTION CHARGING LOCATIONS WILL INCLUDE:**

» MAJOR HIGHWAYS

» LARGE EMPLOYERS

» POPULAR DESTINATIONS

## FPL EVolution provides partners at no cost:

- **EV-charging equipment**
- **Installation and maintenance**
- **Dedicated EV-parking signage**

## Our partners agree to:

- **Seven-year commitment with the option to renew**
- **Offer charging as a free amenity for their employees**
- **Cover the cost of EV charging at host site's current electric rate**

## FPL EVolution charging: a state-of-the-art amenity with numerous benefits

- **Enhances brand image**
- **Reinforces commitment to sustainability**
- **Contributes to LEED certification**
- **Increases employee engagement**
- **Attracts and retains top-talent**




**EVs GET A JOLT**
FPL EVOLUTION COULD INCREASE THE AVAILABILITY OF CHARGING STATIONS BY MORE THAN

**50%**[3]

**WHEN WORKPLACE CHARGING IS AVAILABLE,** EMPLOYEES ARE

**6x**

**MORE LIKELY TO PURCHASE AN EV**[3]

### PROGRAM HIGHLIGHTS

» NEW EV-CHARGING INFRASTRUCTURE AT 100+ LOCATIONS

» MORE THAN 1,000 "CHARGING POINTS" AT 600 NEW EV-CHARGING STATIONS

» DEDICATED PARKING SPACES FOR EV CHARGING

» START OF EQUIPMENT INSTALLATIONS: SUMMER 2019




[1] Alliance of Automobile Manufacturers
[2] The Edison Foundation (EEI)
[3] U.S. Department of Energy (April 2019)

# ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT

This ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT ("Agreement") is made this ___ day of _____, 20__, by and between _____ ("Host"), with a location at _____ (the "Property") and Florida Power & Light Company, a Florida corporation ("Company"), with an address at 700 Universe Blvd CEA/JB, Juno Beach, FL, 33408. Host and Company are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Company desires to install and own electric vehicle charging and related equipment, including electrical power inverters, interconnection equipment, electrical wiring, underground conduit, wire and cable management systems, charging stations, electric meters, metering and switch cabinets, and power distribution boxes (the "Equipment") on the Property and Host desires to have the Equipment installed and agrees to permit Company to utilize the Property upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1. Use**. During the Term, Host agrees that Company may use the Property for the purposes of, and has the sole right (at Company's cost and in Company's sole discretion) of, constructing, installing, operating, inspecting, maintaining, repairing, enlarging, modifying, removing (at any time), testing and replacing the Equipment and any additional equipment required to dispense electricity to charge electric vehicles, together with the following rights: (a) the right of ingress and egress 24 hours-a-day, 7 days a week; (b) the right, at Company's sole cost and expense, to paint/stripe and to install signage (in either case, in a manner substantially similar to the form attached hereto as Exhibit B) on and around the Equipment; and (c) Company's quiet enjoyment of the Property needed for purposes of this Agreement shall not be disturbed. The location of the Equipment is as described in Exhibit A.

**2. Term**. Subject to this Section 2, the initial term of this Agreement shall terminate on the seventh (7th) anniversary of the date on which commissioning for the Equipment was completed (the "Initial Term"), and unless terminated earlier as herein provided, shall automatically renew on a year-to-year basis after the Initial Term until the tenth (10th) anniversary of the date on which commissioning for the Equipment was completed (each year, a "Renewal Term," and each Renewal Term together with the Initial Term, the "Term"). If either Party elects not to renew this Agreement for a Renewal Term, then such Party must give a written notice of termination to the other Party at least 90 days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable. In the event such notice is delivered, no further automatic extensions shall occur and this Agreement shall terminate at the end of the then-existing Initial Term or Renewal Term, as applicable. The Company may terminate this Agreement at any time and for any reason by giving 30 days' prior written notice to Host.

**3. Cooperation**. In general, the Parties agree to cooperate to achieve the purposes and intent of this Agreement. Host shall cooperate as necessary with Company (at no cost to Host) in Company's efforts to obtain all permits, licenses and approvals necessary for the installation and operation of the Equipment. Company will not permit any lien against the Property arising from the installation or operation of the Equipment. Company shall (i) pay any personal property tax which is attributable to the Equipment, and (ii) be the sole recipient and beneficiary of any and all such federal and/or state tax credits, and other financial incentives arising from the installation and/or operation of the Equipment. If Company determines it to be necessary or desirable, the Company may record a memorandum of agreement in the public records of the county in which the Property is located and Host shall sign such memorandum of agreement (if needed). The right to access and use of Host's electrical system(s) includes for purposes of powering Company's computer equipment used in monitoring the electricity dispensed from the Equipment and record system data to evaluate charging behavior. Host understands and acknowledges that Company and/or its contractors will gather data and information from the Equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and Equipment. Company shall own all rights to such data and information. Host acknowledges that such data and information will be used and disclosed by Company and third parties for the purpose of understanding and evaluating the impact of electric vehicles on transit systems and the electric power grid, for use in regulatory reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations. The Host will share information requested by the Company (including, but not limited to, baseline data requests, electric vehicle information and user surveys).

**4. Payment of Electricity**. Host is responsible for paying all consumption costs for electricity dispensed from the Equipment at the rate paid by Host based on the Host's then-current Company-tariffed rate.

**5. Charge for Use of Equipment**. Host agrees that users of the Equipment will not be charged for using the Equipment.

**6. Interference**. During the Term, Host shall not Interfere, or cause or permit to be caused any Interference, with the Equipment. For purposes of this Agreement, "Interfere" and "Interference" shall mean interference with Company's use, operation, access, maintenance or repair of the Equipment including: (a) subject any portion of the Equipment to any lien or encumbrance unless the holder thereof delivers a non-disturbance agreement; and (b) sale, transfer, assignment, lease or sublease any portion of the Property other than subject to Host's rights hereunder.

**7. Insurance**. Each Party will maintain at all times during the Term, the following insurance: (a) commercial general liability insurance with limits of One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage; (b) business automobile liability insurance with limits of One Million Dollars ($1,000,000) for bodily injury and property damage; and (c) workers' compensation insurance in compliance with Florida statutes. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum A.M.

Best financial rating of "A– VII". Company has the right to meet the insurance designated in this section through any combination of self-insurance, primary or excess coverage. Each Party, for itself and its respective insurers, waives any right to assert any claim against the other Party to the extent such claim is covered by the waiving Party's insurance. Each Party shall waive all rights of subrogation of its respective insurers.

**8. Indemnification**. Each Party (the "Indemnifying Party") shall indemnify the other Party (the "Indemnified Party") from and against all losses, claims, damages or expenses, including attorneys' fees, incurred by the Indemnified Party in connection with any claims for personal injury or death to persons and damage to property (including environmental damage) arising under this Agreement during the Term, to the extent arising from the negligence or willful misconduct of the Indemnifying Party, its agents, employees, representatives, contractors, affiliates or sub-contractors. Subject to the next sentence, neither Company nor Host shall be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages or for any loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, nor shall any parent, subsidiary, affiliate or employee of either Party have any liability under this Agreement, and Company and Host each hereby releases the other and each of such persons and entities from any such liability. The foregoing exclusion shall not be construed to limit recovery under any indemnity or defense obligation of Host under this Agreement related to third party claims. In no event shall the aggregate damages payable by a Party hereunder for any reason whatsoever exceed Three Hundred Thousand U.S. Dollars ($300,000.00). Notwithstanding the foregoing, this Section 8 shall not be construed or interpreted as a waiver of Host's sovereign immunity and the limits established in Section 768.28, Florida Statutes. This section shall survive the expiration or earlier termination of this Agreement.

**9. Equipment to Remain Personal Property of Company and Relocation of Equipment**. The Equipment is and will remain the property of Company, its successors or assigns, regardless of its use or manner of attachment to the Property. Host agrees to execute such further documentation as is reasonably necessary to ensure that the Equipment does not constitute, and is not deemed to be, a fixture attached to the Property. During the Term, Host may request, in writing, that Company move the Equipment to another location on the Property. If Company approves such relocation, in its commercially reasonable discretion, Company shall, at the Host's cost and expense, relocate such Equipment on terms mutually agreed upon by the Parties.

**10. Representations.** Each Party represents and warrants to and covenants with the other Party that: (a) such Party has full right, power and authority to execute this Agreement and that this Agreement shall bind and benefit the Parties and their respective successors and assigns; and (b) such Party's execution and performance of this Agreement will not violate any laws, ordinances, covenants or other agreement binding on such Party. Additionally, Host represents and warrants to Company that it has good and unencumbered title to the Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment.

**11. Default**. An "Event of Default" means that a Party fails to fully perform any of its covenants under this Agreement within sixty (60) calendar days after such defaulting Party receives written notice of such default from the non-defaulting Party; provided, however, if such default cannot reasonably be cured within such sixty (60) day time period, defaulting Party shall not be deemed in default hereunder if defaulting Party has commenced to cure such default within said sixty (60) day time period and thereafter continues with diligence to complete the cure of such default.

**12. Remedies**. Upon an Event of Default as set forth in Section 11, non-defaulting Party may (i) perform, or cause to be performed, on behalf and at the expense of defaulting Party, any or all of the undertakings or obligations as to which defaulting Party remains in default, in which event defaulting Party will reimburse non-defaulting Party for such actual reasonable costs and expenses, within forty-five (45) days following receipt of invoice and supporting documentation; (ii) exercise any remedy that such non-defaulting Party may have at law or in equity and (iii) terminate this Agreement upon 30 days' prior written notice if the defaulting Party has not cured such default by the expiration of such 30-day period. Notwithstanding the preceding sentence, Host may not perform any right or obligation of Company under Section 1 or take any other action that relocates or physically alters any of the Equipment.

**13. Assignment**. Neither Party shall assign this Agreement or any interest herein without the prior written consent of the other Party; provided, that the Parties acknowledge that the Equipment may be covered by Company's utility financing structure.

**14. Notices**. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying Party, or officer, agent or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or on the third (3rd) business day after posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Host: To the address set forth in the Preamble above.

To Company: To the VP of Development at the address set forth in the Preamble above with an e-mail copy to FPLEVolution@fpl.com.

**15. No Guarantees or Warranties**. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PARTIES ACKNOWLEDGE THAT COMPANY IS NOT PROVIDING ANY GUARANTEES (INCLUDING GUARANTEES OF PERFORMANCE) OR WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), UNDER THIS AGREEMENT.

**16. Additional Equipment**. In the event Host desires to have installed on the Property any additional electric vehicle charging and related equipment, the Host shall notify Company, in writing, of such desire and Company shall, within 30 days after the receipt of such notice, notify the Host in writing of the terms and conditions pursuant to which Company is willing to so install such additional equipment. If the Parties cannot agree on the terms and conditions for installing such additional equipment within 60 days after the Host's receipt of Company's terms and conditions, then the Host may engage a third-party to so install such additional equipment; provided, however, the Host shall use commercially reasonable efforts to share (or cause such third party to share) data and information from such additional equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and such additional equipment.

**17. Removal or Sale at End of Term**. Within ninety (90) days after the expiration of the Term, Company shall, in its sole discretion, either (a) remove all charging stations installed by Company at the at the Property under this Agreement or (b) agree to sell such charging stations to Host on terms and conditions mutually agreed upon by the Parties.

**18. Miscellaneous**.

(a) **Compliance with Laws**. Each Party shall perform its obligations under this Agreement in accordance with all applicable codes, laws, rules, regulations, orders and ordinances of federal, state, regional, local and municipal governmental agencies.

(b) **Amendment**. No modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

(c) **Governing Law; Waiver of Jury Trial**. This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(d) **Severability; Counterparts, Publicity**. Should any provision of this Agreement be held, in a final and un-appealable decision, to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling. This Agreement may be executed in counterparts, which together shall constitute a single instrument. Neither Party shall issue any press release or otherwise publicize the existence or the terms of this Agreement without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed; provided that general advertising that refers to a "partnering" (or other terminology of similar import) of either Party with the other Party for the purposes of any of the transactions contemplated hereby, but does not expressly reference this Agreement or disclose any of the terms hereof, shall not be subject to the provisions of this subsection. Filings required by applicable law for any regulatory authority shall, by itself, not be deemed to violate the preceding sentence.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

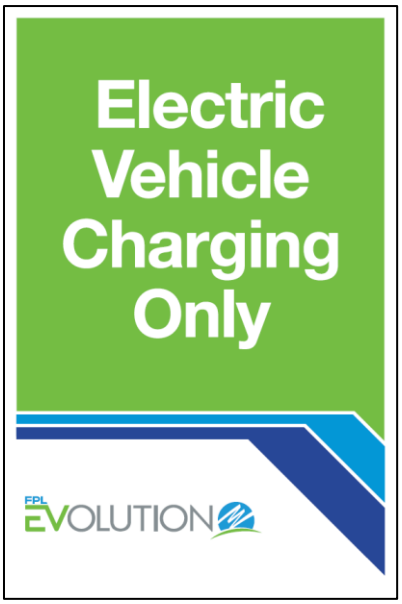
| **Host:** | **Company (Florida Power & Light Company):** |
|---|---|
| By: _____ | By: _____ |
| Name: | Name: Pam Rauch |
| Title: | Title: Vice President, External Affairs and Economic Development |

**Exhibit A-- Location of Equipment**

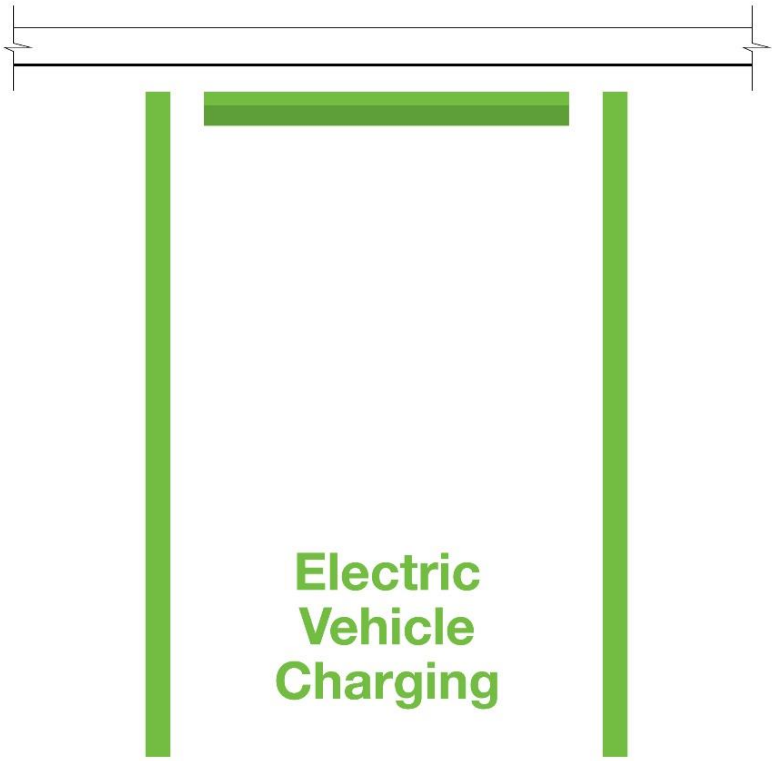
Property Address: [_____].

Number of Spaces: Up to [___] spaces.

**Exhibit B—Form of Signage**




Parking Stall Signage (~12" x ~18")




Parking Stall Striping

# CT4000 Make-Ready Requirements Specification

## Introduction

This document provides best practices and guidelines for preparing a site to install EV charging stations (Make-Ready). "Make-ready" means that all necessary electrical infrastructure to operate the charging stations, all conduit and wire is pulled to the station location(s), all concrete work is completed properly so the stations can be mounted and any cellular repeaters are installed if required.

ChargePoint recommends that you plan for 5%-10% of parking spaces and 10%-15% for high EV adoption areas like California for future planning. Consideration of electrical infrastructure that supports current and future needs for EV charging will help avoid costly upgrades later as demands for EV charging grows.

Regardless of the specific type of CT4000 charging station you will be installing, these high level Make Ready specification will be the same.

ChargePoint recommends using a certified electrician to evaluate available capacity of existing electrical panels and to identify any electrical panel upgrades that may be required to support EV charging for multiple make-ready parking spaces. An onsite evaluation is necessary to determine conduit and wiring requirements from panel to proposed "make-ready" parking spaces, as well as to measure cellular signal levels and identify suitable locations for placement of any necessary cellular signal booster equipment.

## Station Location

To help minimize costs you will want to choose station locations that are somewhat close to the available electrical infrastructure. In selecting these types of locations it helps minimize long conduit and wire runs as well as any trenching work. You should also consider locations where it will be easy to add future stations.

You also need to ensure that station locations have strong 3G cellular connectivity to allow ChargePoint to communicate with the stations. If there is a weak signal at the station location a cellular signal booster (repeater) will need to be installed (See the Cellular Signal Levels section later in this document).

Finally, consider how easy the stations are to find for drivers needing to access them.

## EV Make-Ready Construction

All construction must conform to all local codes that are designated by the state, local municipality or authorities of where you are performing the construction. Conduit and wire size will need to be determined based on the length of runs from electrical panel to the station location. The National Electrical Codes and local codes will help determine appropriate sizing.

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Each Level 2 charging port requires a dedicated single-phase electrical circuit (32A @ 208/240V) with 40A circuit breaker at the electrical panel. A certified electrician must install all electrical circuits in accordance with local and National Electric Code requirements.

General guidelines for "make-ready" include:

1) Evaluation of existing electrical infrastructure to determine if there is sufficient existing utility service and electrical panel capacity and identify costs for any necessary upgrades and/or a new dedicated electrical panel.
2) For installation of dedicated EV electrical panel, choose panel location in close proximity to existing electrical supply.
3) Identify station locations for EV charging that are in close proximity to an electrical room with common area electrical panel; reduce distance for conduit runs and electrical wiring from electrical panel to all proposed EV parking spaces.
4) Determine the appropriate mounting location.
5) Ensure the wiring, circuit protection and metering is in place at the station installation location by reviewing the specification, wiring diagram and grounding requirements later in this document.
6) Ensure that you are using 6 or 8 gauge wire to station. If you will be feeding the station with larger wire like 4 gauge then you will need to splice the wire for 6 or 8 gauge.
7) If possible, avoid or minimize trenching requirements, especially more costly trenching to run conduit under asphalt surfaces.
8) Choose adjacent parking spaces in an area with adequate lighting and identify suitable locations with flat surface for wall mount stations or suitable floor surface for pedestal mount stations (no asphalt surfaces).
9) Use dual-port pedestal mount stations where possible in open areas for adjacent or tandem parking spaces.
10) Determine optimum conduit layout to minimize linear conduit costs to multiple EV parking spaces and size all conduit and electrical wiring in accordance with National Electric Code requirements.
11) Measure cellular signal levels for 3G Verizon and 3G AT&T carriers and identify optimum location for placement of ChargePoint gateway devices.
12) Ensure that adequate CDMA (Verizon, Sprint) or GSM (AT&T, Rogers) cellular coverage is available at the station installation location. To ensure adequate signal strength in underground or enclosed parking structures, cellular repeaters may be required. (See the Cellular Signal Levels section later in this document)
13) For below ground-level or enclosed parking garages, installation of a cellular signal booster often is required with indoor antenna located near gateway device and EV parking spaces and outdoor antenna typically located at the garage entrance ceiling or on the rooftop where cellular signal levels are optimum.
14) Determine cost budget options for make-ready electrical infrastructure to satisfy current needs and future needs. Prioritize locations for installation of charging stations based upon immediate and future needs, construction timelines, and costs.

For bollard mount charging stations, prepare the installation site by following the instructions in the Preparing Concrete Pad chapter. The mounting template for the bollard can be found at www.chargepoint.com/support-installation-guides.php. Ensure the PDF version is accurate by printing it

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at 100% scale on 11” x 17” paper and then verify at least one dimension. (See also the Prepare the Installation Site for Bollard Mount later in this document)

Review the CT4000 Data Sheet (available at www.chargepoint.com/support-product-data-sheets.php).

It is recommended that only new 40A dual pole breakers are to be used. Used breakers can damage equipment and cause a fire risk.

Always check local codes to ensure compliance. You may need to adjust this specification to comply with codes that apply at your installation location.

If you have pre-existing infrastructure or are using your own preferred electrical contractor to prepare your site for charging, a Site Validation by a ChargePoint Operations and Maintenance (O&M) partner will be required to certify compliance with electrical specification requirements and to ensure that everything was prepared to ChargePoint specifications.

## Cellular Signal Levels

ChargePoint charging stations communicate over the ChargePoint network via 3G cellular carriers to provide the following features to property managers and EV drivers:

- User authentication, access control, & billing
- Energy usage reporting
- Charging station utilization and charging session details for analytical reporting
- Real-time charging status to drivers using the ChargePoint mobile app or web portal
- Ability for drivers to start & stop charging sessions using the ChargePoint mobile app
- 24-hr driver support to remotely start charging sessions (ChargePoint cards also start & stop sessions)
- Text notifications to drivers when vehicle battery is full or stops charging
- Station fault alarms and remote diagnostic capability
- Over-the-air software upgrades for new station features or enhancements (future proof)

General guidelines when measuring cellular signal levels:

- Do not rely on cell phone apps to measure cellular signals when conducting site surveys
- Take 3G AT&T & 3G Verizon signal strength readings at exact proposed charging station locations
- Take cellular readings at location of where a cellular signal booster antennae will be installed to ensure there is enough signal to boost

Requirements for acceptable 3G AT&T and 3G Verizon cellular coverage are:

- Weakest acceptable signal levels at gateway device without using a signal booster are -85 dbm for 3G AT&T WCDMA & -90 dbm for 3G Verizon EVDO (ECLO > -10 using Squid Pro 3G);
- For a cellular signal booster solution inside parking garages, the weakest acceptable signal level at outside antenna location should be between -95 dbm and -100 dbm (the weaker the signal the less coverage area inside using a signal booster);

Below are a few suggested options for cellular signal boosters:

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- WeBoost 4G-X for all carriers in North America, supports voice, 2G, 3G and 4G, max gain of 70 db for up to 10,000 square feet of coverage area;
- SureCall Fusion 5 for all carriers in North America, supports voice, 2G, 3G and 4G, average gain of 65 db & max 72 db for up to 6,000 square feet of coverage area;
- SureCall Force 5 for all carriers in North America to provide up to 20,000 square feet of coverage inside parking structure.

ChargePoint O&M partners will validate acceptable cellular signal strength at the site using a cellular signal strength reader. We recommend using a Squid Pro 3G M2M signal meter from Berkeley Varitronics Systems to distinguish 2G vs 3G cellular carrier frequencies. For details concerning acceptable cellular signal levels and signal booster solutions, please reference Make-Ready Specifications section at the end of this document.

## Electrical Panel

Level 2 charging stations are considered continuous load devices (EVs draw maximum load for long durations); and therefore, electrical branch circuits to EV chargers must be sized at 125% of the load in accordance with National Electric Code requirements. This means that for a maximum 32A @208/240V output to an electric vehicle, 40A breakers are required and wiring conductor ampacity sized in accordance with NEC code for continuous load devices. Typically, 6 AWG or 8 AWG insulated electrical wiring is used depending upon distance between the electrical panel and the charging station.

When planning for multiple EV charging stations, it is best practice to segment non-continuous and continuous loads, with all branch circuits for EV charging on a dedicated electrical panel assembly with 40A circuit breakers. When sizing new electrical panels dedicated for EV charging, all branch circuits will support continuous load, and the panel rating sized for at least 125% of the total load on each leg of a 3-phase panel.

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## Specifications

| Electrical Input | SINGLE PORT | | | DUAL PORT | | |
|---|---|---|---|---|---|---|
| AC Voltage | 208/240VAC | | | 208/240VAC | | |
| | Current | Input Power Connection | Required Service Panel Breaker | Current | Input Power Connection | Required Service Panel Breaker |
| Standard | 30A | One 40A branch circuit | 40A dual pole (non-GFCI type) | 30A x 2 | Two independent 40A branch circuits | 40A dual pole (non-GFCI type) x 2 |
| Standard Power Share | n/a | n/a | n/a | 32A | One 40A branch Circuit | 40A dual pole (non-GFCI type) |
| Power Select 24A | 24A | One 30A Branch circuit | 30A dual pole (non-GFCI type) | 24A x 2 | Two independent 30A branch circuits | 30A dual pole (non-GFCI type) x 2 |
| Power Select 24A Power Share | n/a | n/a | n/a | 24A | One 30A branch circuit | 30A dual pole (non-GFCI type) |
| Power Select 16A | 16A | One 20A Branch circuit | 20A dual pole (non-GFCI type) | 16A x 2 | Two independent 20A branch circuits | 20A dual pole (non-GFCI type) x 2 |
| Power Select 16A Power Share | n/a | n/a | n/a | 16A | One 20A branch circuit | 20A dual pole (non-GFCI type) |
| Service Panel GFCI | Do not provide external GFCI as it may conflict with internal GFCI (CCID) | | | | | |
| Wiring - Standard | 3-wire (L1, L2, Earth) | | | 5-wire (L1, L1, L2, L2, Earth) | | |
| Wiring - Power Share | n/a | | | 3-wire (L1, L2, Earth) | | |
| Station Power | 8W typical (standby), 15W maximum (operation) | | | | | |

### Electrical Output

| | | |
|---|---|---|
| Standard | 7.2kW (240VAC@30A) | 7.2kW (240VAC@30A) x 2 |
| Standard Power Share | n/a | 7.2kW (240VAC@30A) x 1 OR 3.8kW (240VAC@16A) x 2 |
| Power Select 24A | 5.8kW (240VAC@24A) | 5.8kW (240VAC@24A) x 2 |
| Power Select 24A Power Share | n/a | 5.8kW (240VAC@ 24A) x 1 OR 2.9kW (240VAC@12A) x 2 |
| Power Select 16A | 3.8kW (240VAC@16A) | 3.8kW (240VAC@16A) x 2 |
| Power Select 16A Power Share | n/a | 3.8kW (240VAC@16A) x 1 OR 1.9kW (240VAC@8A) x 2 |

### Functional Interfaces

| | | |
|---|---|---|
| Connector(s) Type | SAE J1772™ | SAE J1772™ x 2 |
| Charging Cable Length | 18' (5.5 meters) | 18' (5.5 meters) x 2 |
| Overhead Cable Management System | Yes | |
| LCD Display | 5.7" full color, 640x480, 30fps full motion video, active matrix, UV protected | |
| Card Reader | ISO 15693, 14443, NFC | |
| Locking Holster | Yes | Yes x 2 |

### Safety and Connectivity Features

| | |
|---|---|
| Ground Fault Detection | 20mA CCID with auto retry |
| Open Safety Ground Detection | Continuously monitors presence of safety (green wire) ground connection |
| Plug-Out Detection | Power terminated per SAE J1772™ specifications |
| Power Measurement Accuracy | +/- 2% from 2% to full scale (30A) |
| Power Report/Store Interval | 15 minute, aligned to hour |
| Local Area Network | 2.4 GHz Wi-Fi (802.11 b/g/n) |
| Wide Area Network | 3G GSM, 3G CDMA |

### Safety and Operational Ratings

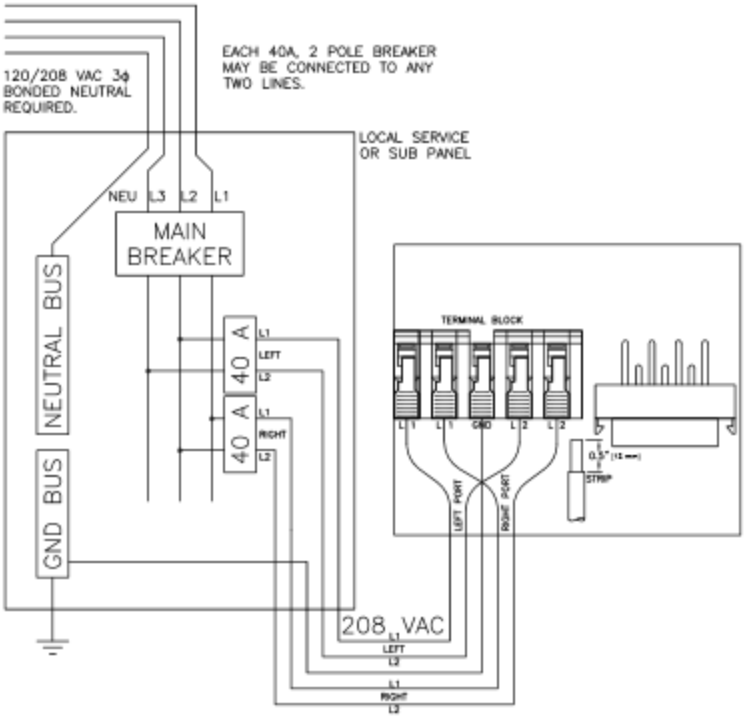
| | |
|---|---|
| Enclosure Rating | Type 3R per UL 50E |
| Safety Compliance | UL listed for USA and cUL certified for Canada; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625 |
| Surge Protection | 6kV @ 3000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended. |
| EMC Compliance | FCC Part 15 Class A |
| Operating Temperature | -22°F to 122°F (-30°C to +50°C) |
| Storage Temperature | -40°F to 122°F (-40°C to +50°C) |
| Operating Humidity | up to 85% @ +50°C (122°F) non-condensing |
| Non-Operating Humidity | up to 95% @ +50°C (122°F) non-condensing |
| Terminal Block Temperature Rating | 221°F (105°C) |
| Maximum Stations per 802.11 Radio Group | 10. Each station must be located within 150 feet "line of sight" of a gateway station. |

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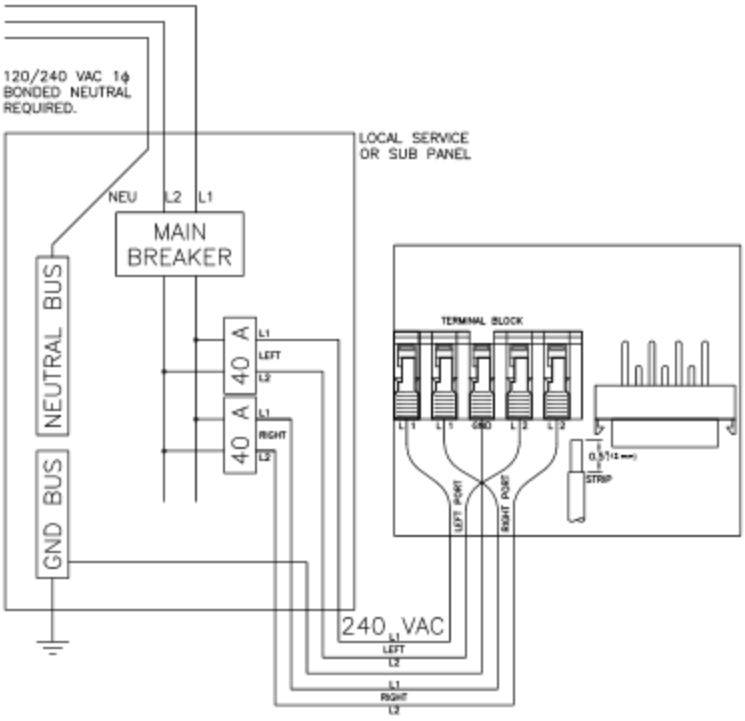
## Dual Circuit Wiring Diagram

The following illustration describes the wiring for installing a CT4000 on a dual circuit. Wiring for a single circuit installation is described on the next page. Grounding requirements are described on page 1-6.

NOTE: Requires two dedicated circuits, each with its own two pole 40 A breaker. See Appendix B for lower power operation options.




208 VAC, THREE PHASE PANEL

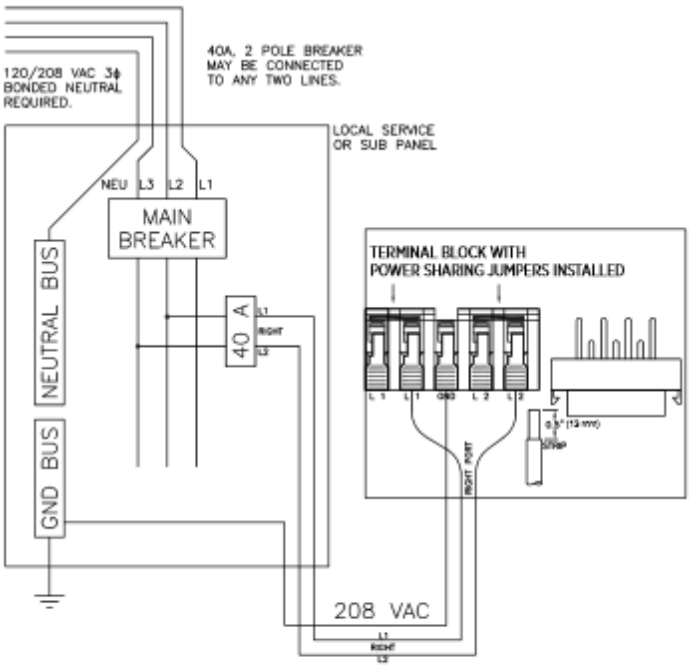



240 VAC, SINGLE PHASE PANEL

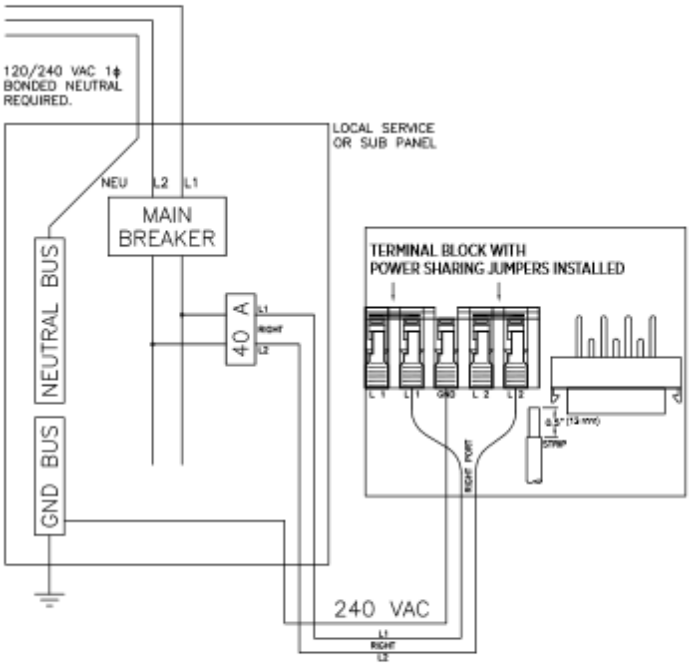
## Single Port or Shared Power Wiring Diagram

The following illustration describes the wiring for installing a dual port CT4000 on a shared single circuit. For this installation, you will need the power sharing kit to allow both ports to share a two pole 40A circuit breaker. Wiring connections are provided in Appendix B. Grounding requirements are described on page 1-6. See Appendix B for lower power operation options.

Wiring for a dual circuit installation, see the previous page.




208 VAC, THREE PHASE PANEL




240 VAC, SINGLE PHASE PANEL

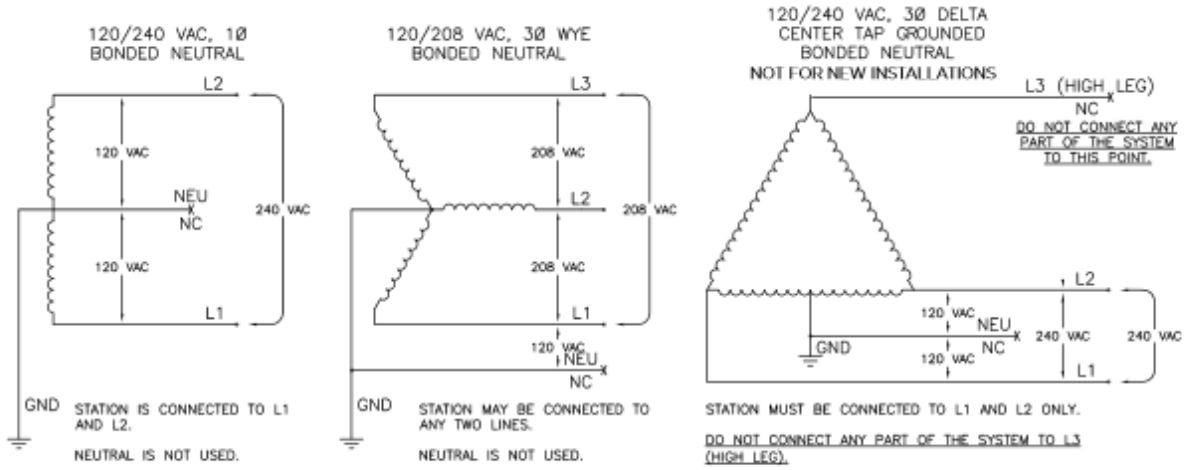
## Grounding Requirements

The voltage of either line, relative to ground, must not fall below 80 volts or a Floating Line Connection error occurs (see page 5-3). Because the voltage of either line relative to ground must not be allowed to fluctuate, use only center-grounded systems. Neutral is not used to power the station but must be properly connected to ground, at the panel or transformer, to provide the necessary voltage reference relative to ground.

### Connect to these systems

In a wye system, connect the station to ANY two lines, as shown below.

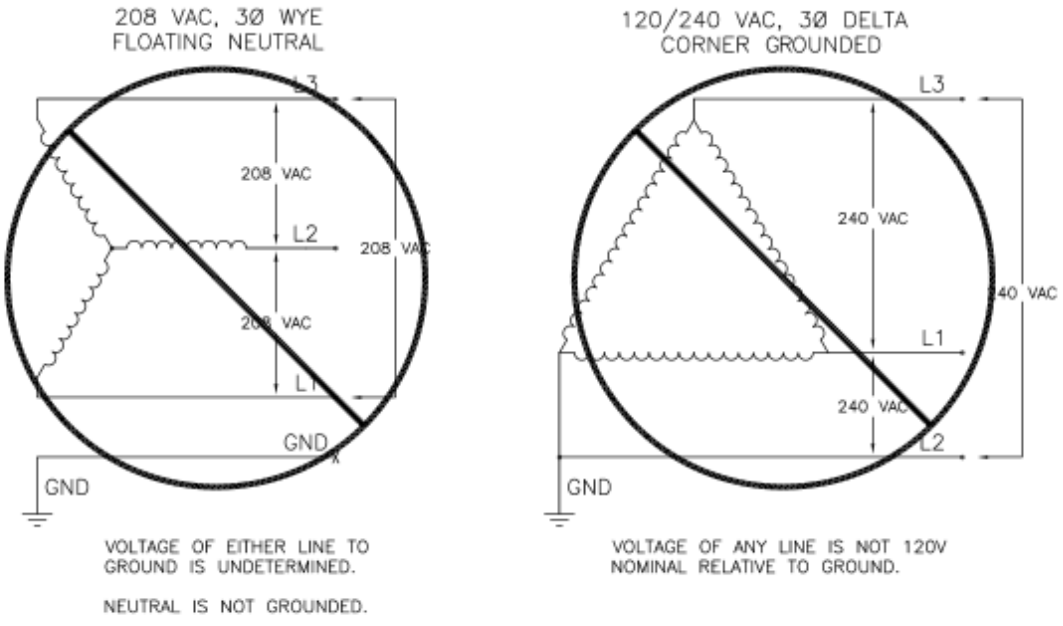
In a delta system, connect the station to a center-tapped secondary only, where the center tap is bonded and the station is connected to L1 and L3. This allows voltages to remain constant regardless of other loads that may be using the lines.




### Do not connect to these systems

Do not connect ChargePoint stations to the following types of power sources:

- 120/208 VAC 3 phase wye, ungrounded
- 120/240 VAC 3 phase delta, corner-grounded
- Any system where the center point of the AC power source is not grounded



## Preparing the Installation site for a Wall mount Station

When preparing the site for wall mounted stations, the conduit and wire must be brought to the location of the where the stations will be mounted. Below, are a couple images of sites showing how the conduit and wire was brought to the location where a wall mounted station will be installed. Flex conduit must be used to bring the wire to the station.





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# Preparing the Installation Site for a Bollard Mount

# A

## Before You Start

The ChargePoint® Charging Station's bollard mount can be installed either:

- into the ground
- onto an existing concrete surface (on an intermediate floor only)

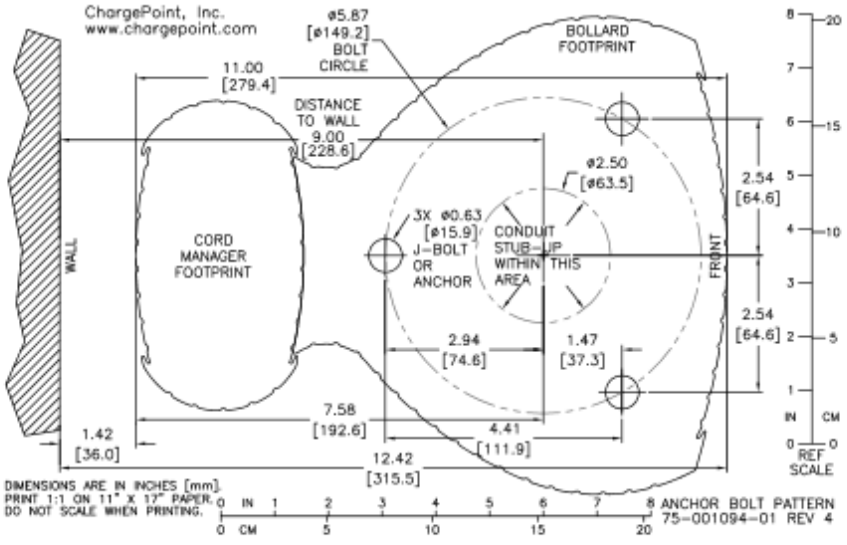
The kit components you need to use, the tools required, and the installation steps vary depending on the type of installation. This appendix provides basic guidelines for both types of installations.

⚠ **IMPORTANT**: Always check local codes to ensure compliance. You may need to adjust the guidelines provided in this appendix to comply with codes that apply at your installation location.

## Installation Overview

To install the CT4000 bollard mount into the ground, you will need the components shown below. These components can be purchased from ChargePoint by ordering a CT4000 Concrete Mount Kit.




***NOTE:** When installing onto an existing concrete surface, you will need only 6 Galvanised Hex Nuts and 6 Galvanised Washers. But you will need several consumables as described on page A-3.

## Casting into New Concrete

Before casting into new concrete, review the site for suitability to install a CT4000. The CT4000's Clean Cord Technology requires space behind the power stub-up for the Cord Management Kit (CMK). To ensure adequate space, refer to the illustrations below and to the CT4000 Installation Template (75-001094-01) included in this installation kit.

**IMPORTANT**:

- Always check local codes to ensure compliance. You may need to adjust these instructions to comply with codes that apply at your installation location.
- The concrete block must measure at least 24" on all sides.
- The bolt threads must extend 3" above the concrete.
- The conduit must be at least 1 ½" in diameter and extend 12" to 24" above the concrete.
- Refer to the CT4000 Installation Guide for detailed installation instructions.

**Kit Components Needed**

You will need the entire contents of the CT4000 Concrete Mount Kit.

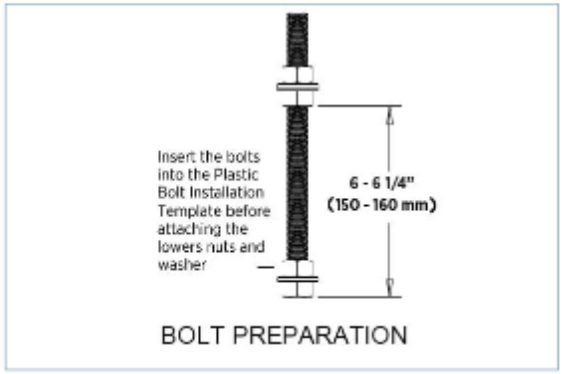
**Follow These Steps**

1. Install two nuts, with two washers captured between them, onto each of the three bolts, as illustrated. Lock them together so the lower end of the upper nut is located 6 - 6 ¼" from the bottom of the bolt. This sets the length of the exposed threads.
2. Insert the three bolts through the Plastic Bolt Installation Template. This ensures the relative position of the bolts and that the flange of the pole fits over the bolts.
3. On the bottom of each bolt, install a nut, a washer, and a nut. Lock the two nuts together so that the lower nut aligns to the bottom of the bolt.
4. Immediately after pouring the concrete, push the bolts into the concrete 6" deep, as illustrated. Ensure correct alignment and that the top 3" of the bolts remain exposed. Rotate the bolts as you insert them to draw concrete into the threads.

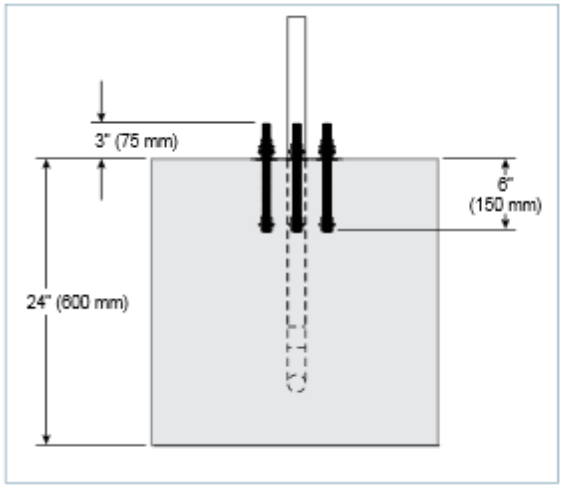
   **NOTE:**

   - It is important to rotate the bolts as you insert them. This allows the concrete to fully coat the threads of the bolts, reducing the amount of trapped air.
   - The Plastic Bolt Installation Template template can be left in place.
5. When the concrete is fully set, remove the upper nuts and one washer to install the bollard's mounting post.

You are now ready to install the CT4000's bollard mount. Refer to the CT4000 Installation Guide.



BOLT PREPARATION



## Installing on Existing Concrete

If installing on existing concrete, perform the following tasks:

- Review the site for suitability to install a CT4000. The CT4000's Clean Cord Technology requires space behind the power stub-up for the Cord Management Kit (CMK). To ensure adequate space, reference the CT4000 Installation Template (75-001094-01) included in this installation kit.
- Review the dimensions of the existing concrete slab. To safely mount a CT4000 charging station, the concrete must be at least 6" thick. At this thickness, all of the CT4000's mounting bolts must be positioned at least 15" from the front edge, at least 12" from the side edges, and at least 6" from the rear edge of the concrete slab.
- If an existing charging station is already in place at the installation site, turn off all power to the station and disassemble according to the original manufacturer's instructions. Cut away any existing bolts or non-power conduit stub-up to ground level. You may need to plug cut-away conduits at the slab end, and disconnect wiring at the other end.

⚠ **IMPORTANT**: Always check local codes to ensure compliance. You may need to adjust these instructions to comply with codes that apply at your installation location.

### Kit Components Needed

The CT4000 Concrete Mount Kit contains 12 Heavy Galvanized Hex Nuts and 9 Galvanized Washers. You will need only 6 of each.

### Tools Required

Electric drill or Hammer drill (½" chuck may be required depending on drill bits used) (1)

### Consumables Required

These consumables can be ordered online directly from McMaster (McMaster Product #s are included in the table below). Delete any items you already have, and change quantities to accommodate the number of stations you are installing.

NOTE: The consumption rate of these products will vary depending on conditions at the installation site.

| Quantity | McMaster Product # | Description | Purpose |
|---|---|---|---|
| 1* | 7505A55 | Epoxy Adhesive for Concrete, 9.3 Ounce Cartridge (includes two mixing nozzles) | Filling drilled holes. |
| 1* | 7505A56 | Mixing Nozzles for 9.3 Ounce Epoxy Adhesive for Concrete | Filling drilled holes. NOTE: You may need extra mixing nozzles to accommodate delays of over three minutes when applying epoxy. |
| 1 | 7622T23 | Ratchet Rod Caulk Gun with Half-Barrel Frame for 10-13 Ounce Cartridge, 6:1 Thrust | Filling drilled holes. NOTE: Any standard caulk gun will work. |
| 1 | 7437K35 | Electrical Cleaning and Maintenance Aerosol, Any Angle Spray Duster, 8 Ounce Net Weight | Cleaning drilled holes. |
| 1 | 2960A22 | Slow Spiral Round-Shank Masonry Drill Bit, ¾" diameter, ½" Shank, 10" Drill Depth, 12" Length Overall | Drilling ¾" holes in concrete. NOTE: The holes must be at least 6" deep. |
| 1 | 28655A25 | Drill Bit for Concrete Embedded Rebar, Round, ¾" bit size, ½" Shank diameter, 12" Length Overall | Drilling ¾" hole through rebar. |
| 1 | 7221T13 | Nylon Loop-Handle Brush, ¾" Brush Diameter, 3" Length Brush, 8 ½" Length Overall | Cleaning drilled holes. |
| 1 | 9753K47 | Push-on Round Cap, fits ⅝" - 1 1/16" OD, ½" Inside Height, Packs of 100 | Keeping the epoxy inside the drilled holes in situations where the slab is only 6" deep. |

** Quantity based on installation of one charging station.*

**Follow These Steps**

1. Install two nuts with two washers captured between them. Lock them together so the lower end of the nut is located 6" from the bottom of the bolt. This sets the length of the exposed threads.
2. Use the Plastic Concrete Bolt Installation Template to mark the hole locations.
3. Remove the template and drill three ¾" diameter holes 6" deep into the concrete. When locating the template, consider the charging station's total footprint. For reference, a template for the CT4000 charging station with CMK is included in this kit.

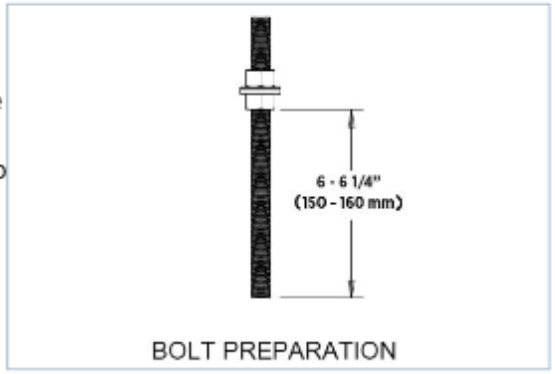
   NOTE:

   - It is important that the bolts are parallel after installation. Therefore, ensure the drill holes are plumb by using a bubble level to check the angle of the drill after drilling 1 to 1 ½" .
   - If installing over existing buried conduit, position the center of the template around the conduit stub-up.
   - You may need two drill bits - one for the concrete (with the pilot) and another for the rebar (without the pilot). Always start the hole using the standard drill bit, then switch to the rebar drill bit only if drilling through rebar.
4. Remove all dust from inside the drilled holes using compressed air, or a vacuum and/or a brush.
5. If the concrete slab is only 6" deep, insert a plug (McMaster Product #9753K56) in each hole to keep the epoxy in place until it hardens. Place the plug over the long end of a bolt and then use the bolt to push the plug to the bottom of the hole.
6. Fill each hole with epoxy to about 2 ½" to 3" below the top. Continue immediately to the next step because the epoxy sets within about eight minutes.

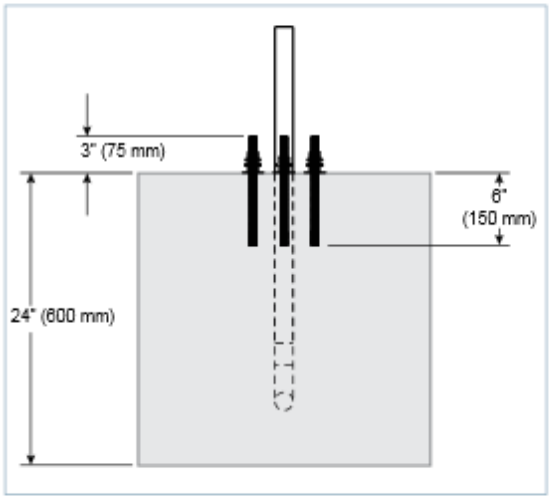
   NOTE: Inserting the threaded bolts displaces the epoxy, causing it to fill the holes to grade level. If the epoxy is below grade level, you can add more after the next step.
7. Place the Plastic Concrete Bolt Installation Template over the holes. This ensures the relative position of the bolts and that the flange of the pole fits over the bolts.
8. Insert the bolts through the template, into the holes. Rotate the bolts as you insert them to draw epoxy into the threads.

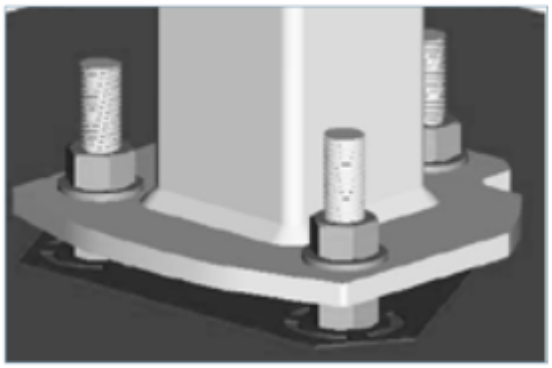
   **IMPORTANT:** The epoxy is very thick. Therefore, it is important to rotate the bolts as you insert them. This allows the epoxy to fully coat the threads of the bolts, reducing the amount of trapped air.

   NOTE: The installation template can be left in place.
9. If needed, top up the holes with epoxy to grade level.
10. Allow the epoxy to cure for at least 15 minutes* before removing the top nuts and washers.
11. Allow the epoxy to cure for 45 minutes* before applying torque to the nuts.



BOLT PREPARATION



**Epoxy cure times assume you are using epoxy ordered from McMaster (Product # 7505A55). If using a different type of epoxy, you may need to adjust these times. Refer to the cure times provided with the epoxy.*

You are now ready to install the CT4000's bollard mount (see Chapter 2).



(Proper concrete pad with anchor bolts and conduit stub-up)

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# CT4000 Level 2 Commercial Charging Station

Specifications and Ordering Information

## Ordering Information

Specify model number followed by the applicable code(s). The order code sequence is: **Model-Options**. **Software**, **Services** and **Misc** are ordered as separate line items.

### Hardware

| Description | | Order Code |
|---|---|---|
| Model | 1830 mm (6') Single Port Bollard Mount<br>1830 mm (6') Dual Port Bollard Mount | CT4011<br>CT4021 |
| | 1830 mm (6') Single Port Wall Mount<br>1830 mm (6') Dual Port Wall Mount | CT4013<br>CT4023 |
| | 2440 mm (8') Dual Port Bollard Mount<br>2440 mm (8') Dual Port Wall Mount | CT4025<br>CT4027 |
| Options | Integral Gateway Modem - USA<br>Integral Gateway Modem - Canada | -GW1<br>-GW2 |
| Misc | Power Management Kit<br>Bollard Concrete Mounting Kit | CT4000-PMGMT<br>CT4001-CCM |

### Software & Services

| Description | Order Code |
|---|---|
| ChargePoint Commercial Service Plan | CTSW-SAS-COMM-*n*[1] |
| ChargePoint Service Provider Plan | CTSW-SAS-SP-*n*[1] |
| ChargePoint Assure | CT4000-ASSURE*n*[2] |
| Station Activation and Configuration | CPSUPPORT-ACTIVE |
| ChargePoint Station Installation and Validation | CT4000-INSTALLVALID |

Note: All CT4000 stations require a network service plan.

[1] Substitute *n* for desired years of service (1, 2, 3, 4, or 5 years).
[2] Substitute *n* for the duration of the coverage (1, 2, 3, 4, or 5 years).

### Order Code Examples

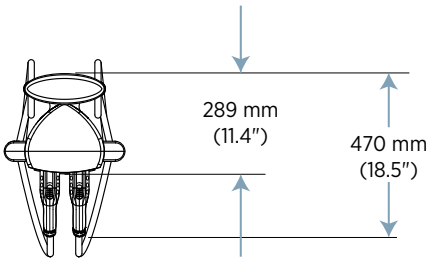
| If ordering this | the order code is |
|---|---|
| 1830 mm (6') Dual Port Bollard USA Gateway Station with Concrete Mounting Kit | CT4021-GW1<br>CT4001-CCM |
| ChargePoint Commercial Service Plan, 3 Year Subscription | CTSW-SAS-COMM-3 |
| ChargePoint Station Installation and Validation | CT4000-INSTALLVALID |
| 2 Years of Assure Coverage | CT4000-ASSURE2 |
| 1830 mm (6') Single Port Wall Mount Station | CT4013 |
| ChargePoint Commercial Service Plan, 5 Year Subscription | CTSW-SAS-COMM-5 |
| 4 Years of Assure Coverage | CT4000-ASSURE4 |
| Station Activation and Configuration | CPSUPPORT-ACTIVE |

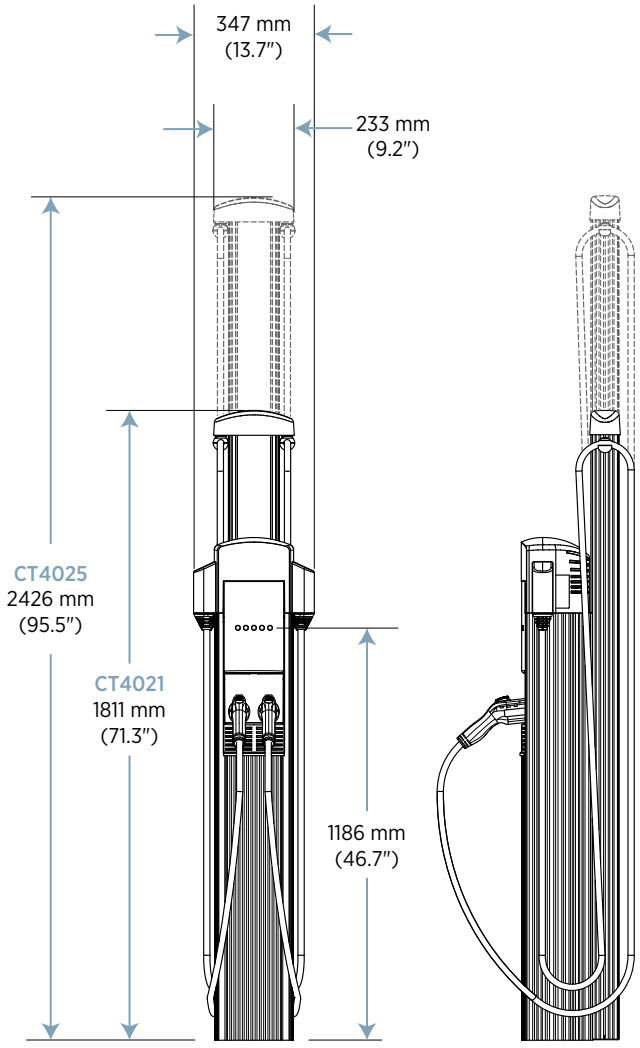



CT4021

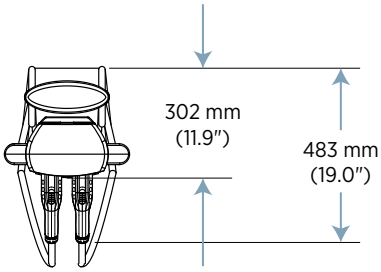
The First
**ENERGY STAR®**
Certified EV Charger

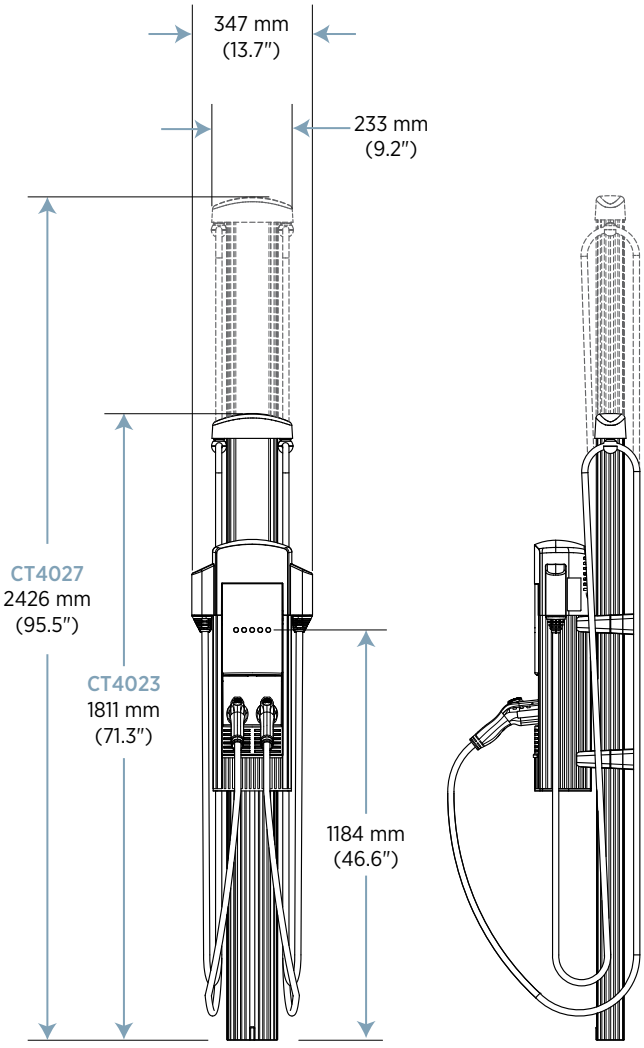
## CT4021 1830 mm (6′)
## CT4025 2440 mm (8′)
## Bollard




## CT4023 1830 mm (6′)
## CT4027 2440 mm (8′)
## Wall Mount



# CT4000 Family Specifications

| Electrical Input | Single Port (AC Voltage 208/240V AC) | | | Dual Port (AC Voltage 208/240V AC) | | |
|---|---|---|---|---|---|---|
| | Input Current | Input Power Connection | Required Service Panel Breaker | input Current | Input Power Connection | Required Service Panel Breaker |
| Standard | 30A | One 40A branch circuit | 40A dual pole (non-GFCI type) | 30A x 2 | Two independent 40A branch circuits | 40A dual pole (non-GFCI type) x 2 |
| Standard Power Share | n/a | n/a | n/a | 32A | One 40A branch circuit | 40A dual pole (non-GFCI type) |
| Power Select 24A | 24A | One 30A branch circuit | 30A dual pole (non-GFCI type) | 24A x 2 | Two independent 30A branch circuits | 30A dual pole (non-GFCI type) x 2 |
| Power Select 24A Power Share | n/a | n/a | n/a | 24A | One 30A branch circuit | 30A dual pole (non-GFCI type) |
| Power Select 16A | 16A | One 20A branch circuit | 20A dual pole (non-GFCI type) | 16A x 2 | Two independent 20A branch circuits | 20A dual pole (non-GFCI type) x 2 |
| Power Select 16A Power Share | n/a | n/a | n/a | 16A | One 20A branch circuit | 20A dual pole (non-GFCI type) |
| Service Panel GFCI | Do not provide external GFCI as it may conflict with internal GFCI (CCID) | | | | | |
| Wiring - Standard | 3-wire (L1, L2, Earth) | | | 5-wire (L1, L1, L2, L2, Earth) | | |
| Wiring - Power Share | n/a | | | 3-wire (L1, L2, Earth) | | |
| Station Power | 8W typical (standby), 15W maximum (operation) | | | | | |

## Electrical Output

| | | |
|---|---|---|
| Standard | 7.2kW (240V AC @ 30A) | 7.2kW (240V AC@30A) x 2 |
| Standard Power Share | n/a | 7.2kW (240V AC@30A) x 1 **or** 3.8kW (240V AC@16A) x 2 |
| Power Select 24A | 5.8kW (240V AC@24A) | 5.8kW (240V AC@24A) x 2 |
| Power Select 24A Power Share | n/a | 5.8kW (240V AC@24A) x 1 **or** 2.9kW (240V AC@12A) x 2 |
| Power Select 16A | 3.8kW (240V AC@16A) | 3.8kW (240V AC@16A) x 2 |
| Power Select 24A Power Share | n/a | 3.8kW (240V AC@16A) x 1 **or** 1.9kW (240V AC@8A) x 2 |

## Functional Interfaces

| | | |
|---|---|---|
| Connector(s) Type | SAE J1772™ | SAE J1772™ x 2 |
| Cable Length - 1830 mm (6') Cable Management | 5.5 m (18') | 5.5 m (18') x 2 |
| Cable Length - 2440 mm (8') Cable Management | n/a | 7 m (23') |
| Overhead Cable Management System | Yes | |
| LCD Display | 145 mm (5.7") full color, 640x480, 30fps full motion video, active matrix, UV protected | |
| Card Reader | ISO 15693, ISO 14443, NFC | |
| Locking Holster | Yes | Yes x 2 |

## Safety and Connectivity Features

| | |
|---|---|
| Ground Fault Detection | 20mA CCID with auto retry |
| Open Safety Ground Detection | Continuously monitors presence of safety (green wire) ground connection |
| Plug-Out Detection | Power terminated per SAE J1772™ specifications |
| Power Measurement Accuracy | +/- 2% from 2% to full scale (30A) |
| Power Report/Store Interval | 15 minute, aligned to hour |
| Local Area Network | 2.4 GHz Wi-Fi (802.11 b/g/n) |
| Wide Area Network | 3G GSM, 3G CDMA |

## Safety and Operational Ratings

| | |
|---|---|
| Enclosure Rating | Type 3R per UL 50E |
| Safety Compliance | UL listed for USA and cUL certified for Canada; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625 |
| Surge Protection | 6kV @ 3000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended. |
| EMC Compliance | FCC Part 15 Class A |
| Operating Temperature | -30°C to +50°C (-22°F to 122°F) |
| Storage Temperature | -30°C to +60°C (-22°F to 140°F) |
| Non-Operating Temperature | -40°C to +60°C (-40°F to 140°F) |
| Operating Humidity | Up to 85% @ +50°C (122°F) non-condensing |
| Non-Operating Humidity | Up to 95% @ +50°C (122°F) non-condensing |
| Terminal Block Temperature Rating | 105°C (221°F) |
| Charging Stations per 802.11 Radio Group | Maximum of 10. Each station must be located within 45m (150') "line of sight" of a gateway station. |

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document.

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Listed by Underwriters Laboratories Inc.

# Proposed FPL EV Charging Stations






## Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-302 | **Version:** | 1 | **Name:** | |
| **Type:** | Resolution | | | **Status:** | City Business |
| **File created:** | 5/29/2020 | | | **In control:** | City Council |
| **On agenda:** | 6/10/2020 | | | **Final action:** | |
| **Title:** | Approve a Budget Transfer from General Fund Contingency (001-1600-513-39-00) to the Community Services Contract Services Account (001-3200-515-34-00) in the amount of $52,000 for third party Building Official, Commercial Inspector, and Flood Plain Review services through the remainder of Fiscal Year 2020. Approve a Budget Resolution amending the Fiscal Year 2020 Budget, BAF# 20-073 -T. Authorize the Interim City Manager to approve a Change Order to Purchase Order 75956 in the amount of $42,000 and Purchase Order 73172 in the amount of $10,000. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | Budget Resolution FY 2020.pdf<br>BAF 20-073-T -CS-Txfr fr GFCont (06-10-20) Agenda 20-302.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: May 29, 2020
Agenda Date: June 10, 2020
Prepared By: Charlene Neuterman, Deputy Community Services Director
Through: Nancy A. Bunt, Community Services Director
Requested Action:
Approve a Budget Transfer from General Fund Contingency (001-1600-513-39-00) to the Community Services Contract Services Account (001-3200-515-34-00) in the amount of $52,000 for third party Building Official, Commercial Inspector, and Flood Plain Review services through the remainder of Fiscal Year 2020. Approve a Budget Resolution amending the Fiscal Year 2020 Budget, BAF# 20-073-T. Authorize the Interim City Manager to approve a Change Order to Purchase Order 75956 in the amount of $42,000 and Purchase Order 73172 in the amount of $10,000.

## BACKGROUND:

During the current Fiscal Year, the Community Services Department has seen an increase in development projects requiring flood plain consultant reviews. Staff did not foresee the increase in development projects that have been submitted for review due to the booming housing industry and low interest rates. Therefore, the Contract Services account (001-3200-515-34-00) is currently in the negative. In order to complete the flood plain reviews using our consultant, Geosyntec Consultants, Inc., it is necessary to transfer $10,000 from General Fund Contingency to Community Services Contract Services for activity through September 30, 2020. This will provide for three (3) additional reviews, two (2) of which are pending this budget amendment.

On May 29, 2020, the City's Building Official resigned from the City of Cocoa. The position of Building Official is extremely critical to the overall success of the Building & Permitting Division and for the continuity of development within the City.

These responsibilities include:

(a) The review of construction plans to ensure compliance with all applicable sections of the Florida Building Code (Code). The construction plans must be reviewed before the issuance of any building, system installation, or other construction permit.

(b) The inspection of each phase of construction where a building or other construction permit has been issued. The building official inspect the construction or installation to ensure that the work is performed in accordance with applicable sections of the Code.

This position is even more critical since the Assistant to the Building Official and the Building Inspector hold Residential 1 & 2 Dwelling Provisional Licenses and neither hold a Plans Examiner and Commercial Mechanical, Electrical or Plumbing (MEP) license.

Without a Certified Building Official, current housing and commercial construction projects cannot receive a Certificate of Occupancy (CO). This is extremely important as the City has the Dr. Joe Lee Smith Community Center nearing completion and several homes awaiting CO's by the end of June. There are also several other commercial construction projects that would require an inspector that has Commercial MEP licenses. Also, the City has been issuing over the counter permits, this will cease until a Building Official has been obtained by the City, granting the building staff permission to sign off on those permits before issuance.

The Building Official position has been posted and we are actively recruiting candidates. The current hiring environment for a Building Official is extremely competitive and the hiring process could take several months, as the last time this position was vacant it took 8 months to hire a Building Official. To maintain a continuity of services in the Building & Permitting Division, staff is requesting approval to transfer $42,000 from General Fund Contingency to Community Services Contract Services to obtain a third party Certified Building Official, Plans Examiner and Commercial MEP Inspection services through the end of the Fiscal Year. Currently PCDS, Inc. provides plans review and inspection services to the City on an as needed basis under Purchase Order 75956. Staff will add funds to the existing PO with PCDS, Inc. to provide a Certified Building Official on site for 24 hours a week at a rate of $106 per hour/2 hour minimum. As there are approximately 16 weeks left in the Fiscal Year, it is necessary to transfer $42,000 to cover these expenses. This is the least expensive hourly rate/hourly minimum out of the four (4) third party providers that were contacted. Additionally, the Building Official the City would be using previously worked for the City of Cocoa and has historical knowledge of some of the projects that is currently under construction. Staff believes that 24 hours a week is the average number of hours that the City needs for Building Official, Plans Examiner and Commercial MEP inspections. However, it may be less if we begin to see a reduction in commercial construction projects.

If a Building Official is hired prior to the end of the fiscal year, the remaining funds allocated in the contract services would not be utilized.

Staff requests the Interim City Manager to approve a Change Order to Purchase Order 75956 in the amount of $42,000. The remaining $10,000 will be added to Purchase Order 76172 for flood plain review.

## STRATEGIC PLAN CONNECTION:

N/A

## BUDGETARY IMPACT:

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

Budget Adjustment Form # 20-073-T

Amount Requested $ 52,000
Account Number _001-3200-515-34-00
Account Name _Contract Services

Source of Funds: Transfer Acct #:001-1600-513-39-00 (GF Contingency)

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

Change Order Amount $ _52,000

Original Purchase Order _75956
Original P.O. Amount _$ 20,000
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _0
Total amount in change orders to date _$ 0

Change Order Amount $ _10,000

Original Purchase Order _76172
Original P.O. Amount _$ 13,820
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _0
Total amount in change orders to date _$ 0

## PREVIOUS ACTION:

N/A

## RECOMMENDED MOTION:

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

# RESOLUTION NO. 2020-166

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2020; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2019, and ending on September 30, 2020, at a Regular meeting held on September 25, 2019; and

**WHEREAS,** in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

**WHEREAS,** the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA,** as follows:

**SECTION 1.** The 2019-2020 fiscal year budget shall be amended as detailed in the attached sheets.

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

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

**ADOPTED** by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 10th day of June, 2020.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

# City of Cocoa Budget Adjustment Form FY 2020 - 20-073-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3200 | DATE PREPARED: 05/29/20

'FROM' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| ($ 52,000) | 001-1600-513.39-00 | | GF Contingency | $ 247,975 | $ 100,221 | $ 48,221 | $ 48,221 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| ($ 52,000) | TOTAL | | | | | | |

'TO' ACCOUNT(S)

| ADJUSTMENT AMOUNT | ACCOUNT NUMBER | PROJECT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | AMENDED BUDGET | ADJUSTED BUDGET | UNENCUMBERED BALANCE |
|---|---|---|---|---|---|---|---|
| $ 52,000 | 001-3200-515.34-00 | | CS Contract Services | $ 20,000 | $ 73,734 | $ 125,734 | $ 61,783 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 0 | | | | $ 0 | $ 0 | $ 0 | $ 0 |
| $ 52,000 | TOTAL | | | | | | |

REASON/JUSTIFICATION FOR ADJUSTMENT:

The reason for this budget transfer is to cover expenses for geotechnical services ($10,000) related to environmental and flood plain reviews necessary for a development projects and Building Official and Commercial MEP services ($42,000) due to the departure of the City's Building Official on May 29, 2020. This BAF will cover expenses through the end of the Fiscal Year. Agenda #20-302

CITY COUNCIL APPROVAL REQUIRED? YES (●) NO ( ) DATE APPROVED: 06/10/20 RESOLUTION #: 2020-166

*City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.*

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 5/29/20 | Charlene Neuterman | Digitally signed by Charlene Neuterman Date: 2020.05.29 15:05:40 -04'00' | 6/2/20 | Lea Malarae | Digitally signed by Lea Malarae Date: 2020.06.02 11:26:35 -04'00' | | |
| Date | Requestor's Signature | | Date | Finance Approval Signature | | Date | Finance Director's Signature |
| 5/29/20 | Nancy Bunt | Digitally signed by Nancy Bunt Date: 2020.05.29 16:05:48 -04'00' | 6/3/20 | Lora Howell | Digitally signed by Lora Howell Date: 2020.06.03 08:56:32 -04'00' | | |
| Date | Department Director's Signature | | Date | Deputy Fin. Director's Signature | | Date | City Manager's Signature |

***FINANCE USE ONLY:***

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

# Legislation Details (With Text)

| | | | | | |
|---|---|---|---|---|---|
| **File #:** | 20-331 | **Version:** | 1 | **Name:** | |
| **Type:** | Contract | | | **Status:** | City Business |
| **File created:** | 6/8/2020 | | | **In control:** | City Council |
| **On agenda:** | 6/10/2020 | | | **Final action:** | |
| **Title:** | Approve an Interlocal Agreement with Brevard County for CARES Act funding and authorize the City Manager to submit authorized expenditures for reimbursement under the federal guidance established by the U.S Department of the Treasury. | | | | |
| **Sponsors:** | | | | | |
| **Indexes:** | | | | | |
| **Code sections:** | | | | | |
| **Attachments:** | CARES Act Cities Interlocal Agt 052020 SLW Cities.pdf<br>CARES Act Expenditure Reimbursement Procedures County.pdf<br>CARES Act Treasury State Local Govt Guidance 042220.pdf<br>CARES Act Treasury State Local Govt Guidance FAQs 042220.pdf<br>CARES Act Treasury State Local Govt Guidance FAQ 050420.pdf<br>CARES Act Treasury State Local Govt Guidance FAQ 052820.pdf | | | | |

| Date | Ver. | Action By | Action | Result |
|---|---|---|---|---|

# CITY COUNCIL AGENDA ITEM

Memo Date: June 8, 2020
Agenda Date: June 10, 2020
Prepared By: Matthew Fuhrer, Interim City Manager
Through:
Requested Action:
Approve an Interlocal Agreement with Brevard County for CARES Act funding and authorize the City Manager to submit authorized expenditures for reimbursement under the federal guidance established by the U.S Department of the Treasury.

## BACKGROUND:

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by President Trump on March 27th, 2020. The CARES Act economic relief package provides $150 billion for payments to State, Local, and Tribal governments navigating the impact of the COVID-19 outbreak. Of which, Florida received an allocation of $8.328 Billion or 6% of total funds set aside for states although the population is approximately 6.6% of the total U.S. population.

### State Share Vs. Local Government Share

The legislation provides that of each state allocation 55% is reserved for the state and 45% of the allocation is reserved for direct payments to eligible local government jurisdictions (that exceed 500,000 in population, 12 counties). However, if the 45% reserved for eligible local government

jurisdictions is not completely distributed, any remaining balance of this sub-allocation reverts to the state, in addition to the original 55% reserved for use at its discretion.

| | |
|---|---|
| Florida Allocation: | $8,328,221,072 |
| 55% Reserved for State of Florida: | $4,580,521,590 |
| 45% Reserved for Eligible Local Governments: | $3,747,699,482 |
| Brevard County: | $105,034,237 |

At the May 28th County Commission meeting the County Commission approved an Interlocal Agreement to allow for the disbursement of funds to eligible municipalities within Brevard County. The County recognized Cities have and will incur many of the same costs as Brevard County in responding to the COVID-19 Pandemic.

**Requirements**
Cares Act funding may only be used to cover City expenses that:

a) are not necessary expenditures incurred due to the public health emergency with respect to COVID-19; and
b) were not accounted for in the City's Budget most recently approved as of March 27, 2020; and
c) were or will be incurred during the period that began on March 1, 2020, and ends on December 30, 2020. The expense is incurred when the County has expended the funds to cover the expense or reimbursed the City for the expense.

Attached to this agenda item are all the to date Treasury Department guidance for eligibility of funding

## STRATEGIC PLAN CONNECTION:

## BUDGETARY IMPACT:

| | |
|---|---|
| Budgeted | No |
| If not budgeted, is amendment/transfer attached? | N/A |

## PREVIOUS ACTION:

## RECOMMENDED MOTION:

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

# INTERLOCAL AGREEMENT

# CARES ACT FUNDING

**THIS INTERLOCAL AGREEMENT** is made and entered into by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County," and THE CITY OF _____ a municipal corporation organized under the Laws of Florida, hereinafter referred to as "City."

**RECITALS:**

**WHEREAS,** the United States Congress passed and the President signed on March 27, 2020, the "Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Act" to appropriate funding for a wide variety of needs and tremendous costs related to the coronavirus pandemic response to include an appropriation of $150 billion to States, Tribal governments, and units of local government;

**WHEREAS,** funds were authorized to be allocated as a direct payment from the Department of the Treasury to certain units of local governments of a State that submit a certification for the purpose of receiving a direct payment;

**WHEREAS,** by relative population Brevard County was an eligible unit and submitted a certification and has received an appropriation of $105 Million Dollars;

**WHEREAS,** in order to receive the allocation, the County was required to certify the funds will be used only in the County's response to COVID-19 and as further set forth herein;

**WHEREAS,** the County recognizes that the City will incur many of the same costs and needs the County will incur in responding to the COVID-19 pandemic and wishes to provide assistance to the City, in compliance with the CARES Act (including Guidance issued by the Department of Treasury) and as otherwise authorized by the Board of County Commissioners, as set forth herein; and

**WHEREAS,** this assistance will be of great benefit to the health, safety and welfare of the public.

**NOW THEREFORE,** the County and the City covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

**SECTION 1. RECITALS.**

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

**SECTION 2. STATUTORY AUTHORITY.** This Agreement shall be considered an Interlocal Agreement pursuant to the authority of Florida Statutes, Chapter 163, Part 1, 2020.

**SECTION 3. CARES ACT REQUIREMENTS.**

CARES Act funds may only be used to cover City expenses that:

(a) are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and

(b) were not accounted for in the City's Budget most recently approved as of March 27, 2020; and

(c) were or will be incurred during the period that began on March 1, 2020, and ends on December 30, 2020. The expense is incurred when the County has expended the funds to cover the expense or reimbursed the City for the expense.

The expenditure or reimbursement for expenditure must comply with the CARES Act and the Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments (and Answers to Frequently Asked Questions which supplement the Guidance) issued by the Department of Treasury.

Revenue replacement is not a permissible use of CARES Act funds under the terms of this Agreement.

The City will not receive any CARES Act funding for any expense or cost that is paid for or reimbursed by another source.

**SECTION 4. RESPONSIBILITY FOR EXPENDITURE OF CARES ACT FUNDS.**

(a) The County, as the recipient of $105 million dollars of CARES Act funds, is responsible for ensuring that all expenditures, including those made or incurred on behalf of the City, meet the requirements set forth in Section 3 above.
(b) The County has no legal obligation to appropriate or set aside any CARES Act funding for the City. This Agreement does not create a contractual right to any expenditure for the City.
(c) The City, by submitting a request for expenditure of CARES Act funds, represents to the County that the request, relevant budgetary background for the budget most recently approved as of March 27, 2020, and associated documentation has been appropriately reviewed by its staff to determine that the expenditure meets the requirements set forth in Section 3 above.

(d) The City understands that the County will be audited in the future both internally and by the federal government to evaluate the eligibility of expenditures; that if an expenditure made to or on behalf of the City is determined to be ineligible, the County may be required to reimburse or pay the federal government back for the ineligible expenditure; and that the City agrees to pay the County back to the extent that the federal government requires the County to reimburse the ineligible expenditure. The City shall remit such payment to the County within 30 calendar days from the date the County notifies the City, in writing, that the federal government has demanded the return of CARES Act funds expended by the County at the request of the City, subject to any applicable appeal of the federal government's eligibility determination.

(e) The County will not be responsible for any expenditure it agrees to make on behalf of the City if it is disallowed by the federal government.

(f) All decisions by the County for the expenditure of funds under this Agreement, from the County's CARES Act appropriation, are final and not subject to any grievance, appeal, or litigation administratively or otherwise. All decisions are solely within the discretion of the County.

**SECTION 5. COUNTY GUIDELINES; PROCEDURE FOR REQUESTING FUNDS.**

(a) The Board of County Commissioners of Brevard County approved the use of CARES Act funds for certain Public Health and Safety programs at its regular meeting on May 5, 2020. It is the County's intent to reimburse the City for City expenditures for the same types of programs as approved by the Board at the May 5, 2020 meeting, which are eligible for CARES Act funding, or as may otherwise be approved by the Board in the near future.

(b) The County will provide the City with the procedures for requesting CARES Act funds, no later than five business days from the City's execution of this Agreement, which may be adjusted from time to time. Any changes to the procedures provided by the County will be transmitted to the City as soon as approved by the County Manager. The City agrees to provide documentation requested by the County in order to justify requested expenditures incurred due to the public health emergency with respect to COVID-19.

(c) As of the date of the City's execution of this Agreement, the City will coordinate with the County regarding any purchase for which the City requests CARES Act funding. The County may elect to make the purchase directly and distribute the purchased supplies, commodities, etc., to the City.

(d) All purchase orders or contracts, whether issued by the City or the County, shall include the OMB Uniform Guidance contract clauses and FEMA required contract clauses.

**SECTION 6. NOTICES.**

All Notices required under this Agreement, and as not otherwise directed herein, shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (email) as follows:

(a) City Representative:

(b) County Representative:

Jill Hayes, Director, Budget Office
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Bldg C
Viera, FL 32940
jill.hayes@brevardfl.gov
(321) 633-2153

**SECTION 7. DEFAULT.**

Either Party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

**SECTION 8. SEVERABILITY**

If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

**SECTION 9. EFFECTIVE DATE.**

Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County.

**SECTION 10. RECORDING.**

Upon execution of this Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the City representative listed in Section 6.

**SECTION 11. TERMINATION.**

Either party to this Agreement can terminate this Agreement, with or without cause, by furnishing thirty days prior written notice as provided for in Section 6.

**SECTION 12. ATTORNEYS FEES.**

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

**SECTION 13. VENUE AND NON-JURY TRIAL.**

Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be a non-jury trial.

**SECTION 14. COMPLIANCE WITH STATUTES.**

It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.

**SECTION 15. ENTIRETY.**

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Agreement unless such amendments are in writing and signed by both parties

In witness whereof, the parties hereto have set their hands and seals on the date and year written below.

**ATTEST:** **THE CITY OF**

_____ _____

City Manager Chairman/Mayor

As approved by the Council on_____

Approved as to legal form and content:

_____
Attorney for the City

**ATTEST:**

_____
Scott Ellis, Clerk to the Board

**BOARD OF COUNTY COMMISSIONERS**
**BREVARD COUNTY, FLORIDA**

_____
Bryan Lober, Chairperson

As approved by the Board on:_____

Approved as to legal form and content:

_____
Attorney for the County

# CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT

# PROCEDURES TO SUBMIT EXPENDITURE REQUEST/APPROVAL

## OVERALL GUIDELINES

1. Congress and the President signed the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") on March 27, 2020 that appropriated CARES Act funding to local governments with populations over 500,000 for:
    a. Expenditures that are necessary due to the public health emergency with respect to the COVID-19.
    b. Expenditures that were not accounted for in the budget most recently approved as of March 27, 2020.
    c. Expenditures that were or will be incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
2. The County is responsible for ensuring that all expenditures, including those made or incurred on behalf of the City, are necessary expenditures incurred due to the public health emergency with respect to COVID-19.
3. The County will reimburse for expenditures that are eligible for CARES Act funding, for the same types of expenditures for which the County will reimburses its Departments or Charter Officers.
4. The documentation required from the city in order to be considered for reimbursements from CARES Act funding, will be the same or similar type of documentation that will be required by County for its Departments or Charter Officers.

## GENERAL GUIDELINES

1. Only those eligible expenditures incurred between March 1, 2020 through December 30, 2020 and were in response or to mitigate the COVID-19 public health emergency will be considered for reimbursement from CARES Act funding.
2. Only those expenditures that were incurred in the response or mitigation to COVID-19 that were not included in a city's March 27, 2020 budget will be considered for reimbursement from CARES Act funding.
3. The County will seek to leverage (to the extent possible) funds from other Federal and State sources in response or mitigation to the COVID-19 public health emergency.
4. Exclude any expenses that have been or will be requested under any Federal program or State programs.
5. Commodities and Supplies requests will continue to be submitted to County Emergency Management Office through Emergency Service Function 7 (ESF-7).

## DOCUMENTATION REQUIRED

1. Demonstrate the expenditures were necessary due to the response or mitigation of the COVID-19 public health emergency.
2. Demonstrate the expenditures were incurred between March 1, 2020 through December 30, 2020.
3. Demonstrate that the expenditure was not included in the City's approved budget as of March 27, 2020.

4. Provide supporting documentations that demonstrates the types of item(s), service(s), or equipment procured through either a contract, agreement, purchase order, or other procurement methods as well as documents that support the reimbursement such as invoice and receiving report, and proof-of-payment.
5. Demonstrate that purchases orders and contracts include OMB Uniform Guidance contract clauses and FEMA required contract clauses.
6. To avoid duplication of reimbursement requests from CARES Act funding. Demonstrate that the city has not or will not request reimbursement from another Federal or State program.
7. All requests for reimbursement will be submitted to the County's Budget Office at j.hayes@brevardfl.gov.

**ELIGIBLE EXPENDITURES**

1. Payroll-related requests for reimbursement:

    a) Provide payroll records that document an employee's election to participate in the Families First benefits provide by "Families First Coronavirus Response Act" and proof-of-payment.
    b) Provide payroll records and proof-of-payment (supported by activity logs) that demonstrate the employee is performing duties that are substantially different than their pre-COVID-19 duties and are dedicated to mitigating or responding to the COVID-19 public health emergency.

    What may the County consider substantially different?

    - A Parks employee that provided recreational services to its citizen pre-COVID-19, post-COVID-19 has been assigned to social distancing on a City's beach. The County may consider this type of assignment as substantially different.
    - A receptionist duty included answering an agency's phones pre-COVID-19, post-COVID-19 the receptionist has been assigned to scheduling COVID-19 testing. The County would not consider this type of reassignment as substantially different, unless the receptionist is exclusively used for scheduling COVID-19 testing.
    - An employee that provided planning services pre-COVID-19, post COVID-19 has been assigned exclusively to sanitize work or public areas.

2. COVID-19 testing, contact tracing, and antibody testing

    a. Tenting
    b. Traffic control devices
    c. Lab
    d. Medical staffing
    e. Support staff

3. Modification of work area for social distancing such as plex glass barriers.

**CARES Act Funding Request Form**

- A CARES Act Funding Request Form is required to be completed by each Agency that is requesting to either reallocate an expenditure that is eligible for CARES Act funding or request a pre-approval for an expenditure that would qualify for CARES Act funding.

**Coronavirus Relief Fund**
**Guidance for State, Territorial, Local, and Tribal Governments**
**April 22, 2020**

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated $150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.[1]

The guidance that follows sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments.

***Necessary expenditures incurred due to the public health emergency***

The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be "necessary." The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

***Costs not accounted for in the budget most recently approved as of March 27, 2020***

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

[1] *See* Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

***Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020***

A cost is "incurred" when the responsible unit of government has expended funds to cover the cost.

***Nonexclusive examples of eligible expenditures***

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
    - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
    - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
    - Costs of providing COVID-19 testing, including serological testing.
    - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
    - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
    - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
    - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
    - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
    - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
    - Expenses for public safety measures undertaken in response to COVID-19.
    - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
    - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
    - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
    - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
    - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
    - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
    - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
    - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
    - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
    - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

***Nonexclusive examples of ineligible expenditures***[2]

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.[3]
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

[2] In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

[3] *See* 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

**Coronavirus Relief Fund**
**Frequently Asked Questions**
**April 22, 2020**

***Do governments have to return unspent funds to Treasury?***

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Inspector General of the Department of the Treasury of amounts received from the Coronavirus Relief Fund (the "Fund") that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

***May a State receiving a payment transfer funds to a local government?***

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Inspector General if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

***May governments retain assets purchased with these funds?***

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

***What records must be kept by governments receiving payment?***

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

**Coronavirus Relief Fund**
**Frequently Asked Questions**
**Updated as of May 4, 2020**

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").[1] Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

## Eligible Expenditures

***Are governments required to submit proposed expenditures to Treasury for approval?***

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

***The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?***

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

***The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?***

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online

[1] The Guidance is available at https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf.

instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

***May a State receiving a payment transfer funds to a local government?***

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

***May a unit of local government receiving a Fund payment transfer funds to another unit of government?***

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

***Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?***

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

***Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?***

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

***Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?***

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

***Are States permitted to use Fund payments to support state unemployment insurance funds generally?***

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

***Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?***

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

***The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?***

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

***In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?***

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

***If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?***

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

***May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?***

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

***May Fund payments be used for COVID-19 public health emergency recovery planning?***

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

***Are expenses associated with contact tracing eligible?***

Yes, expenses associated with contract tracing are eligible.

***To what extent may a government use Fund payments to support the operations of private hospitals?***

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

***May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?***

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

***May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?***

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

***Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?***

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

***May recipients create a "payroll support program" for public employees?***

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

***May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?***

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

***May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?***

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

***The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?***

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

***The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?***

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

***May Fund payments be used to assist impacted property owners with the payment of their property taxes?***

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

***May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?***

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

***Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?***

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

***The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?***

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

***The Guidance provides that ineligible expenditures include "[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency." Is this intended to relate only to public employees?***

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers' employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

***May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?***

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

**Questions Related to Administration of Fund Payments**

***Do governments have to return unspent funds to Treasury?***

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

***What records must be kept by governments receiving payment?***
A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act

***May recipients deposit Fund payments into interest bearing accounts?***

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary

expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

***May governments retain assets purchased with payments from the Fund?***

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

***What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?***

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

**Coronavirus Relief Fund**
**Frequently Asked Questions**
**Updated as of May 28, 2020**

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").[1] Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

## Eligible Expenditures

***Are governments required to submit proposed expenditures to Treasury for approval?***

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

***The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?***

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

***The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?***

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

[1] The Guidance is available at https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf.

***May a State receiving a payment transfer funds to a local government?***

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

***May a unit of local government receiving a Fund payment transfer funds to another unit of government?***

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

***Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?***

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

***Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?***

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

***Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?***

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

***Are States permitted to use Fund payments to support state unemployment insurance funds generally?***

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

***Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?***

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

***The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?***

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

***In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?***

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

***If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?***

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

***May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?***

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

***May Fund payments be used for COVID-19 public health emergency recovery planning?***

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

***Are expenses associated with contact tracing eligible?***

Yes, expenses associated with contract tracing are eligible.

***To what extent may a government use Fund payments to support the operations of private hospitals?***

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

***May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?***

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

***May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?***

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

***Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?***

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

***May recipients create a "payroll support program" for public employees?***

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

***May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?***

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

***May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?***

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

***The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?***

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

***The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?***

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

***May Fund payments be used to assist impacted property owners with the payment of their property taxes?***

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

***May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?***

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

***Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?***

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

***The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?***

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

***The Guidance provides that ineligible expenditures include "[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency." Is this intended to relate only to public employees?***

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers' employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

***May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?***

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

***Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?***

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

***Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?***

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum $1.25 billion allocation and had one county with a population over 500,000 that received $250 million directly. The State should distribute 45 percent of the $1 billion it received, or $450 million, to local governments within the State with a population of 500,000 or less.

***May a State impose restrictions on transfers of funds to local governments?***

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

***If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?***

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the accrued interest expense on TANs and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

***May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?***

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

***Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?***

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

***May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?***

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

***May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?***

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

***May recipients use Fund payments to provide loans?***

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

***May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?***

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

**Questions Related to Administration of Fund Payments**

***Do governments have to return unspent funds to Treasury?***

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

***What records must be kept by governments receiving payment?***

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

***May recipients deposit Fund payments into interest bearing accounts?***

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

***May governments retain assets purchased with payments from the Fund?***

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

***What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?***

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

***Are Fund payments to State, territorial, local, and tribal governments considered grants?***

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

***Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?***

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

***Are Fund payments subject to other requirements of the Uniform Guidance?***

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

***Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?***

Yes. The CFDA number assigned to the Fund is 21.019, pending completion of registration.

***If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?***

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend $750,000 or more in federal awards during their fiscal year.

***Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?***

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

***If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?***

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program

or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.